

Bellevue City Council Meeting *AMENDED AGENDA*****

Tuesday, April 6, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. Pursuant to the Governor's Executive Orders 20-36 and 21-02, said meeting may be held via video conference, telephone conference, or conferencing by other electronic means. As such, said meeting will be by a virtual meeting and the public may join by calling our Community Relations Department by April 5, 2021 at 402-293-3052 and being provided a link to attend the meeting via GoToMeeting. Said meeting, can be viewed via Facebook Live by visiting the City of Bellevue Facebook page, but no public participation will be allowed or considered via Facebook Live. If any evidence or other documentation is going to be presented to the Mayor and City Council, the documentation needs to be received by the City Clerk no later than April 5, 2021 at 4:00 p.m. The meeting will not be televised live but will be played back on the City of Bellevue's YouTube Channel within a few days of the meeting. The City of Bellevue thanks you for your cooperation during these unprecedented times as we conduct this public meeting in the safest way possible for all those involved.

2. PLEDGE OF ALLEGIANCE / INVOCATION - WILL NOT BE DONE DUE TO MEETING BEING VIRTUAL

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - ***(Posted in the Entry to the Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive Orders 20-36 and 21-02).***

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 February 9, 2021 Tree Board Meeting Minutes.

2. (*) Approval of March 16, 2021 City Council Minutes.

3. (*) Recommendation to amend the September 1, 2020 minutes to reflect correct language as stated and approve September 1, 2020 minutes as amended. (City Clerk)

6. (*) APPROVAL OF CLAIMS.

7. SPECIAL PRESENTATIONS:

a. Proclamation declaring April 22, 2021 as "Earth Day" in Bellevue, NE. (Green Bellevue Committee)

b. +++ Presentation by Dr. Eric Ernest, Fire Department Physician Medical Director, outlining the CARES (cardiac arrest registry) data for the Bellevue Fire Department for 2020. (Fire Department)

8. ORGANIZATIONAL MATTERS:

a. (*) Recommend appointment of Stephanie Hanson to the Citizens Complete Street Advisory Panel, replacing Mike Wagner and to serve a four-year term ending April 2025. (Mayor)

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. 4029: An ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking. (Public Works Director)

13. ORDINANCES FOR INTRODUCTION (1st reading):

- a. Ordinance No. 4030: Amending Section 12-57 through 12-85, of the Municipal Code pertaining to Fireworks. (City Clerk)
- b. Ordinance No. 4031: Ordinance pertaining to Adoption of the 2021 International Fire Code. (Chief Building Inspector)
- c. Ordinance No. 4032: Ordinance pertaining to the adoption of the 2021 International Building Code, International Residential Code and the 2018 International Energy Conservation Code. (Chief Building Inspector)
- d. Ordinance No. 4033: Ordinance pertaining to amendments of the 2021 International Residential Code. (Chief Building Inspector)
- e. Ordinance No. 4034: Ordinance pertaining to the adoption of the 2021 International Mechanical Code. (Chief Building Inspector)
- f. Ordinance No. 4035: Ordinance pertaining to the adoption of the 2021 Uniform Plumbing Code; Uniform Swimming Pool, Spa and Hot Tub Code and the 2021 International Fuel Gas Code. (Chief Building Inspector)
- g. Ordinance No. 4036: Request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development. Applicant: DWS Land Surveying. General location: 9100 S 13th Street. (Planning Manager)
- h. Ordinance No. 4037: An Ordinance to add new sections to Chapter 6 regarding leash and muzzle requirements for pit bull breeds, breed ambassadors, insurance, and the NHS annual reporting procedures. (Councilman Burns)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

15. RESOLUTIONS:

- a. +++ Resolution No. 2021-10: Repealing the City's temporary pandemic sick leave policy. (HR Director)

16. CURRENT BUSINESS:

- a. Approve and authorize the Mayor to sign the CDBG-CV Round 3 Subrecipient Agreement with the Housing Foundation for Sarpy County, in an amount not to exceed \$145,479.00. (CDBG Program Specialist/Finance Dept.)
- b. Approve and authorize the Mayor to sign the Architectural/Engineering Agreement with Leo A. Daly Company for the Bellevue Public Library Renovation and Addition Project, in a lump sum amount not to exceed \$410,928.00. (Public Works Director)
- c. Approve and authorize the Mayor to sign the Professional Engineering Agreement with HGM Associates Inc. for the east bank stabilization of Mud Creek under Cornhusker Road Bridge, in an amount not to exceed \$15,500.00. (Public Works Director)
- d. Request approval to purchase two new Ford Utility Police Hybrids, not to exceed \$75,486.00. (Police Chief)
- e. Request approval to purchase of QueTel Disposition Module hand-held scanner, in an amount not to exceed \$9,381.00. (Captain Melvin)
- f. Request approval to purchase the WatchGuard (Motorola Solutions) video equipment, accessories, software, and storage services, in an amount not to exceed \$17,663.00. (Community Development Director)
- g. Request approval to purchase a current model year Freightliner M2 106 crane truck from Aspen Equipment Co., in an amount not to exceed \$136,167.00 [per Quote Number: City of Bellevue-98-PAL-44244-09-56-v1] (Public Work Director)
- h. Approve and authorize the Mayor to sign the contract with Crow Lawn Care LLC for the Code Enforcement Mowing/Clean-Up/Snow Removal Project, in an amount not to exceed \$40,000.00. (Public Works Director)
- i. Approve and authorize the Mayor to sign the Agreement with HDR Architecture, Inc. for a study and master plan update for the Fort Crook Road Redevelopment Project, in an amount not to exceed \$154,950.00. (Public Works Director)

j. Approve and authorize the Mayor to sign a consent form for Crown Castle to sublease space on the tower at 2102 Betz Road. (Fire Chief)

k. Recommendation to approve Special Fireworks Application for Midwest Fireworks Wholesalers for a fireworks display at Bellevue East Prom on 05/15/2021 (Rain date 05/16/2021) at approximately 10:00 p.m. (City Clerk)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly reports are given at the first Council Meeting of every month - March report attached to April 6th Council packet).**

18. CLOSED SESSION:

19. ADJOURNMENT



**City of Bellevue, Nebraska
Tree Board Feb. 9, 2021 Meeting Minutes**

*5b1.
04/06/2021

President, Joanne Langabee, called the February 9th, 2021 meeting to order with all members present except for Jim Shada and Craig Kimball who were excused.

Jo reminded all to send Deborah their volunteer hours and miles for the records.

Jo asked about the January minutes: Holly made a motion to approve them with Scott seconding the motion. The minutes were approved.

Park Report - Jim said to all in an email prior to our meeting that the City has been busy with snow removal. Jo reported that some tree trimming had been done in Blackhawk Park.

Old Business

Washington Park carvings status: Don reported that the artist has not been back in touch with him about the carvings.

Report on Invasive species actions: Jo mentioned there will be a NG&P webinar on invasive species on Thursday, Feb. 11. She suggests that we look for Ailanthus as well as honeysuckle when we are walking the parks or updating our tree inventory. Tom feels we could kill both at the same time this fall. He had some questions about how to apply whatever chemical we were going to use. He knows how Fontenelle Forest applies it. Jo has seen some invasive species around the Reed Center, the cemetery, and at a firehouse. She suggested we have some of the chemicals mixed in our spray bottles to carry with us as we inventory the parks. Scott said he can send a comprehensive list of invasive species to us but that we need to 'pick our battles' and concentrate on Ailanthus and bush honeysuckle. Tom wishes for a solution for his invasion of stinkbugs. He also asked Don if Green Bellevue would pay for the chemical needed for our use. Don said he doesn't have a good answer as Green Bellevue is trying to have Bellevue named as the first Bee City in Nebraska and that would mean we may have to curtail our use of chemicals to protect the bees in our parks. **He will** check with Michelle Foss or Dr. Moore about this issue and let us know their answers later. Tom mentioned he cannot open the minutes to our meetings. **Deborah will** send the minutes out as a PDF and as a Word document.

Don checked with Bellevue 411 and the articles we submitted have all been posted. Jo asked if Scott had any ready now. Scott is extremely busy right now with the on-going Master Gardner Training. He asked for inspiration. She suggested a post about how snow can damage or help trees as we went into winter with a severe drought and the current extreme cold temperatures.

The Year End Report has been completed, proofed by Holly and Jo corrected it. Don sent it in to the City Administrator to be added to the agenda for a City Council meeting. Don, again, complimented the Board on all that was accomplished even though we are in a pandemic.

Winter Projects

Letterhead – Nancy emailed 2 beautiful pen and ink drawings of trees for consideration as our new Tree Board logo. She added leaves to her previous Cottonwood drawing as well as a drawing of 2 Burr Oaks in winter. All agreed the drawings were great! Don mentioned that Green Bellevue is also changing their logo and are having problems with enlarging or shrinking them. Nancy thinks that her drawings will not have the same transferring issues as they are in a jpeg format. Scott said a printer would be able to answer this question. Jo asked Don who works on print material for the City. **Don will** check with the people working on the Green Bellevue logo issues and get back to us. Jo said for **anyone with a connection to a printer** to ask about our drawings and their transferability.

Tree List – Holly has been working on the list of undesirable trees and a list of desirable trees for us to have to give out to the public. She has concerns about what parameters we would like for our lists. Do we have a list for a small urban yard of less than an acre and then have another list for areas larger than an acre? This issue was discussed by all and it was decided that we would list resources at the end of our suggested trees list to help the public decide on which species of trees to plant or not to plant. It was decided that the list of undesirable trees was the most important list to have. **Holly will** also list the undesirable characteristics of the trees to help in the decision-making process. For example, is the homeowner willing to pick up after a tree that has lots of debris?

Bellevue West pruning plans – Tom did contact Baden at BWHS and Carly, the President of the newly re-formed Ecology Club at the University. A tentative date for pruning will be set up in March.

Notebook – **Jo** has received most of the needed components and **will send out** a PDF of them for us to see if we need to add anything. We can then print a copy and put in a binder for ourselves.

Tree Grant. We will not find out results until the middle of March. Graham Herbst told Don that another Re Tree Grant will be available later. Don brought up our limited watering capabilities for new trees. He thinks we should reassess the McCann Park trees as they were our first of the newer trees to see if they received enough watering during their first 2 years.

New Business

Reminders:

Tree City USA Conference starts tomorrow, Feb. 10 2021. Several members have signed up and are waiting for the link to join the workshop.

Scott recommended we try to attend the Iowa State Shade Tree workshop and he will probably attend the Minnesota Shade Tree Short Course at the end of next month. Deborah and Jo both said they may attend the Iowa shade tree workshop.

Don sent out Nebraska Forest Service EAB Readiness and Response Plan from Graham Herbst to the Board right before our meeting. After a discussion about filling out the survey, it was decided that due to the length of the questions, etc. that we would re-visit this form at next month's meeting or at a separate meeting. The answer to some of the questions need to be found with the City's budget, etc. We are all to look at the questions before next month. **Don will** find out the answers to the budget questions and **will send** the link for the ordinance. **Jo will** look on the city tree inventory for our current number of ash trees. **Scott will put in** any answers to questions that we know if we send him the responses and questions. Then we can go over the form at the next meeting.

There being no further business, Tom made a motion and Holly seconded we adjourn. All voted and the meeting was adjourned.

Respectfully submitted,
Deborah L. Woracek, Secretary

Tentative March agenda

Attendance

Volunteer Hours

Approved Minutes

Park Report – Jim

Old Business

Washington Park carvings

Report on Invasive species actions

Bellevue 411 – articles

NRD Tree grant

Winter Projects

Letterhead drawings status

Tree List – Holly

Bellevue West pruning plans – Tom

Notebook – Jo

New Business

Arbor Day plans
Earth day plans
Monthly timeline with duties
Bee City USA status - Don
IA State Shade Tree Short Course

MINUTE RECORD

*5b2.
04/06/2021

Bellevue City Council Meeting, March 16, 2021, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 16th day of March 2021, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-36 and 21-02, on Tuesday, March 16, 2021 at 6:00 p.m. the regular City Council meeting was held via video conference in the Bellevue City Council Chambers. No members of the City Council attended in person. Upon roll call, via video conference, were City Council Members Bob Stinson, Paul Cook, Thomas Burns, Don Preister, and Kathy Welch. Absent: Jerry McCaw.

Pursuant to the Governor's Executive Order 20-36 and 21-02, said meeting was held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting was held by a virtual meeting and the public participated via GoToMeeting. Said meeting, could be viewed via Facebook live by visiting the City of Bellevue's Facebook page, but no public participation was allowed or considered via Facebook live. Any evidence or other documentation could be presented to the Mayor and City Council by providing to the City Clerk by March 15, 2021, by 4:00 p.m.

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

Mayor Hike announced a copy of the Open Meetings Act is posted by the entry in the City Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive Order 20-36 and 21-02.

Due to the Council Meeting being held virtually, Mayor Hike announced the Pledge of Allegiance and Invocation would not be held for this meeting.

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Stinson, seconded by Burns, to approve the consent agenda, consisting of the following items: Acknowledge Receipt of Sidewalk Task Force Minutes for November 4, 2020, December 2, 2020, January 6, 2021, and February 3, 2021; Acknowledge Receipt of the February 25, 2021 Planning Commission Minutes; Approval of the March 2, 2021 City Council Minutes; Acknowledge Receipt of the of the Complete Streets Report; Approval of the Claims; Recommendation to Approve the 2021-2022 Budget Task Force and Approval of the First Amendment to the Redevelopment Agreement and Promissory Note for MRES Ascend Holdings LLC (South Woods)

Roll call vote to approve the consent agenda was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: McCaw. Motion carried.

SPECIAL PRESENTATIONS:

Presentation from Sarpy County Economic Development Corporation on Annual Return of Investment. (Andrew Rainbolt)

Mr. Andrew Rainbolt with Sarpy County Economic Development Corporation gave a presentation on the Annual Return of Investment for Bellevue.

Proclamation declaring the City of Bellevue as the BEE CITY USA sponsor and designate Green Bellevue as the Bee City USA Liaison to facilitate our city's BEE CITY USA program.

Due to issues with the sound, the presentation previously recorded with Green Bellevue Members was not able to be played. During the presentation, Mayor Hike read the Proclamation declaring the City of Bellevue as the Bee City USA sponsor & to designate Green Bellevue as the Bee City USA Liaison to facilitate our city's Bee City USA program. Ms. Joanne Langabee, Michelle Foss, & Tyler Moore each said a few words on what this means to them. Mayor Hike stated Bellevue is the first "Bee City" in Nebraska. To see the recording, the meeting is being broadcast on Channel 17 & is on the city's YouTube Channel.

ORGANIZATIONAL MATTERS: Item 8a was approved under the Consent Agenda.

APPROVED CITIZEN COMMUNICATION: None

MINUTE RECORD

Bellevue City Council Meeting, March 16, 2021, Page 2

LIQUOR LICENSES:

Recommend to approve application for RIFS Inc., dba "Bellevue Quik and Friendly" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 2220 Avery Road East, Bellevue and for Farrukh Rakhimov as Manager. (City Clerk)

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

Mr. Farrukh Rakhimov, RIFS Inc., was present to answer any questions.

No one else in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

Motion was made by Cook, seconded by Welch, to recommend approval of application for RIFS Inc., dba "Bellevue Quik and Friendly" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 2220 Avery Road East, Bellevue, and for Farrukh Rakhimov as Manager.

Roll call vote was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: McCaw. Motion carried.

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4026: Request to rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RS-120 for the purpose of residential development. Applicant: HBC Homes. Location: 2116 Fairview Road. (Planning Manager)

Ordinance No. 4026: An Ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the Zone Classification of land located at or about 2116 Fairview Road, more particularly described in Section 1 of the Ordinance and to provide an effective date was read for the third and final time.

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4026.

Roll call vote was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: McCaw. Motion carried.

Request to preliminary plat Lots 1 and 2, Figgyland Overlook.

Motion was made by Welch, seconded by Burns, to approve the preliminary plat Lots 1 and 2, Figgyland Outlook.

Roll call vote was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: McCaw. Motion carried.

Request to final plat Lots 1 and 2, Figgyland Overlook.

Motion was made by Welch, seconded by Preister, to approve the final plat Lots 1 and 2, Figgyland Outlook.

Roll call vote was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: McCaw. Motion carried.

ORDINANCES FOR PUBLIC HEARING (Second Reading): None

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4029: An Ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new Section 19-83 regarding the prohibition of engine braking. (Public Works Director)

Ordinance No. 4029: An Ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new Section 19-83 regarding the prohibition of engine braking was read for the first time. Second reading & public hearing will be held on April 6, 2021.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Public hearing on the CDBG 2019-2020 Consolidated Annual Performance and Evaluation Report. (CDBG Specialist/Finance Director)

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

No one in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

MINUTE RECORD

Bellevue City Council Meeting, March 16, 2021, Page 3

RESOLUTIONS:

Resolution No. 2021-07: Authorizing the submission of the Consolidated Annual Performance Evaluation Report for the 2019-2020 Community Development Block Grant Program year to the U.S. Dept. of Housing & Urban Development & to authorize the Mayor to sign. (Planning Manager)

Motion was made by Stinson, seconded by Welch, to approve Resolution No. 2021-07: Authorizing the submission of the Consolidated Annual Performance Evaluation Report for the 2019-2020 Community Development Block Grant Program year to the U.S. Dept. of Housing & Urban Development & to authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Resolution No. 2021-08: A resolution to approve and authorize the Mayor to sign a Bond Reimbursement for 2021 Paving Improvements, \$10,000,000.00. (Public Works Director)

Motion was made by Cook, seconded by Burns to approve Resolution No. 2021-08: A resolution to approve and authorize the Mayor to sign a Bond Reimbursement for 2021 Paving Improvements, \$10,000,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Resolution No. 2021-09: A resolution approving and authorizing the Mayor to sign the resolution and the Construction Engineering Services Agreement with Olsson for the 36th St., N-370 – Sheridan Project, in an amount not to exceed \$8,200.00. (Public Works Director)

Motion was made by Preister, seconded by Burns to approve Resolution No. 2021-09: A resolution to approve and authorize the Mayor to sign the resolution and the Construction Engineering Services Agreement with Olsson for the 36th St., N-370 – Sheridan Project, in an amount not to exceed \$8200.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

CURRENT BUSINESS:

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Willabees Barbershop for the Building and Façade Improvement Project, in an amount not to exceed \$12,000.00. (CDBG Program Specialist/Finance Director)

Mayor Hike recused himself for Items 16b and 16c. Mayor Hike left the Council Chambers at 6:32 p.m.

Council President Cook took over the meeting.

Motion was made by Burns, seconded by Stinson to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Willabees Barbershop for the Building and Façade Improvement Project, in an amount not to exceed \$12,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Bellevue Volunteer Fire and Rescue Inc., for the Fire Hall Facility Upgrade Project, in an amount not to exceed \$19,439.00. (CDBG Program Specialist/Finance Director)

Motion was made by Welch, seconded by Stinson to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Bellevue Volunteer Fire and Rescue Inc., for the Fire Hall Facility Upgrade Project, in an amount not to exceed \$19,439.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Mayor Hike returned to Council Chambers at 6:35 p.m.

Approve and authorize the Mayor to sign the agreement with Van Winkle Construction Services, LLC., (dba Lakeview Construction) for the 2021 Concrete Projects, in the amount of \$638,259.00 plus a 10% contingency of \$63,825.90, for a total project cost of \$702,084.90. (Public Works Director)

Motion was made by Cook, seconded by Welch to approve & authorize the Mayor to sign the agreement with Van Winkle Construction Services, LLC., (dba Lakeview Construction) for the 2021 Concrete Projects, in the amount of \$638,259 plus a 10% contingency of \$63,825.90, for a total project cost of \$702,084.90. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the agreement with DC Electric/Heartland Lighting, Inc. for the Police Gun Range Electrical Repair Project (FEMA), in the amount of \$8,182.00. (Public Works Director)

MINUTE RECORD

Bellevue City Council Meeting, March 16, 2021, Page 4

Motion was made by Welch, seconded by Stinson to approve and authorize the Mayor to sign the agreement with DC Electric/Heartland Lighting for the Police Gun Range Electrical Repairs Project, in the amount of \$8,182.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Bellevue Junior Sports Association for an annual maintenance fee, in exchange for use of park beginning September 1st through November 1st, if approved BJSA will pay \$1200.00 to the City annually. (Public Works Director)

Motion was made by Stinson, seconded by Burns to approve and authorize the Mayor to sign the Agreement with Bellevue Junior Sports Association for an annual maintenance fee, in exchange for use of park beginning September 1st through November 1st, if approved BJSA will pay \$1200.00 to the City annually. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Lease Agreement with Bellevue University for temporary library relocation during the renovation at their facility at 1003 Lincoln Rd. beginning 03/16/2021 – 01/31/2022. (Administration)

Motion was made by Burns, seconded Welch to approve & authorize the Mayor to sign the Lease Agreement with Bellevue University for temporary library relocation during the renovation at their facility at 1003 Lincoln Rd. beginning 3/16/2021-1/31/2022. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve Agreement with the Bellevue Community Foundation to help fund a Community Festival from the Community Betterment Fund, in an annual amount of \$50,000.00. (Community Relations Director)

Motion was made by Welch, seconded by Stinson to approve Agreement with the Bellevue Community Foundation to help fund a Community Festival from the Community Betterment Fund, in an annual amount of \$50,000. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Trails Have Our Respect (THOR), to provide volunteer assistance to the Parks Department for maintenance of trails within Jewell Park and Swanson Park (Public Works Director)

Motion was made by Burns, seconded by Preister to approve & authorize the Mayor to sign the MOU with THOR, to provide volunteer assistance the Parks Dept. for maintenance of trails within Jewell Park & Swanson Park. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Alfred Benesch & Company for Construction Engineering Services, for the 2021 Overlay Projects, in an amount not to exceed \$47,956.00 (Public Works Director)

Motion was made by Cook, seconded by Welch to approve & authorize the Mayor to sign the Agreement with Alfred Benesch & Company for Construction Engineering Services, for the 2021 Overlay Projects, in an amount not to exceed \$47,956.00. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Alfred Benesch & Company for Construction Engineering Services for the 2021 Concrete Projects, in an amount not to exceed \$77,952.00. (Public Works Director)

Motion was made by Preister, seconded by Burns to approve & authorize the Mayor to sign the Agreement with Alfred Benesch & Co. for Construction Engineering Services for the 2021 Concrete Projects, in an amount not to exceed \$77,952. Roll call vote on motion to approve was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; Absent: McCaw. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (**Monthly reports are given at the first Council Meeting of every month - March report will be attached to the April 6th Council packet**).

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Welch, the meeting was adjourned at 6:44 p.m.

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

MINUTE RECORD

Bellevue City Council Meeting, March 16, 2021, Page 5

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on March 16, 2021; 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

*5b3.
04/06/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" 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 9/1/2020 minutes. The language for Resolution No. 2020-38 is not accurate and should be amended

SYNOPSIS/BACKGROUND:

The language in the 9/1/2020 minutes for Resolution No. 2020-38 is not accurate. It should read as follows:
Resolution No. 2020-38: Authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance verifying Annual Certification of Program Compliance for 2020. The form previously attached to Council packet on 9/1/2020 was correct. It was signed, sent to NDOT and accepted. Wording just needs to be amended as stated.

FISCAL IMPACT: N/A BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: N/A CIP PROJECT NUMBER: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: N/A ACCOUNT NUMBER: N/A

RECOMMENDATION:

Recommendation to amend the September 1, 2020 minutes to reflect the correct language as stated and approve the minutes as being amended.

ATTACHMENTS:

- 9/1/2020 Minutes - Pg 2
- Amended 9/1/2020 Minutes
- Documentation previously attached
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



MINUTE RECORD

Bellevue City Council Meeting, September 1, 2020, Page 2

Mr. Ristow introduced the new Bellevue Police Chief, Mr. Ken Clary, who was joined by his wife Jodi Clary. Police Chief Clary was sworn in by Mayor Hike and presented with his badge. Chief Clary stated he was looking forward to working with everyone and thanked the Administration for giving him this opportunity.

ORGANIZATIONAL MATTERS: Under consent agenda

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: Item removed

ORDINANCES FOR ADOPTION (Third Reading)

Ordinance No. 4005: Annual Appropriations Bill (Finance Director)

Ordinance No. 4005: An Ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read by title only for the third and final reading.

Mayor Hike opened the meeting to the public to give opportunity for individuals to speak in favor of or in opposition to Resolution No. 2020-35. No one in the audience came forth to speak in support of or in opposition to the resolution. Mayor Hike declared the public hearing closed.

Motion was made by Preister, seconded by Welch to approve Resolution No. 2020-35: A resolution to set the 2020-2021 Property Tax Request.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Motion was made by Cook, seconded by Preister to approve an additional 1% in the base of restricted funds.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Motion was made by Preister, seconded by Welch to approve the 2020 – 2021 fiscal budget, Ordinance No. 4005: An Ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading): None

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4006: To Allow for Statutory Changes and Revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations (Legal)

Ordinance No. 4006: An Ordinance to allow for statutory changes and revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations was read by title only for the first reading. Second reading and public hearing will be held on September 15th.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Resolution No. 2020-36: Approve and authorize Mayor to sign updated Master Fee Schedule.

Motion made by Preister, seconded by Shannon, to table Resolution No. 2020-36 to the September 15th City Council.

Roll call on motion to approve as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Resolution 2020-38: Authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020 verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2020 to December 31, 2020 (City Clerk)

Currently

Motion made by Cook, seconded by Welch, to approve Resolution 2020-38: Authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020 verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2020 to December 31, 2020.

Roll call on motion to approve as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes;

Amended Pg 2

MINUTE RECORD

Bellevue City Council Meeting, September 1, 2020, Page 2

Mr. Ristow introduced the new Bellevue Police Chief, Mr. Ken Clary, who was joined by his wife Jodi Clary. Police Chief Clary was sworn in by Mayor Hike and presented with his badge. Chief Clary stated he was looking forward to working with everyone and thanked the Administration for giving him this opportunity.

ORGANIZATIONAL MATTERS: Under consent agenda

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: Item removed

ORDINANCES FOR ADOPTION (Third Reading)

Ordinance No. 4005: Annual Appropriations Bill (Finance Director)

Ordinance No. 4005: An Ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read by title only for the third and final reading.

Mayor Hike opened the meeting to the public to give opportunity for individuals to speak in favor of or in opposition to Resolution No. 2020-35. No one in the audience came forth to speak in support of or in opposition to the resolution. Mayor Hike declared the public hearing closed.

Motion was made by Preister, seconded by Welch to approve Resolution No. 2020-35: A resolution to set the 2020-2021 Property Tax Request.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Motion was made by Cook, seconded by Preister to approve an additional 1% in the base of restricted funds.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Motion was made by Preister, seconded by Welch to approve the 2020 – 2021 fiscal budget, Ordinance No. 4005: An Ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading): None

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4006: To Allow for Statutory Changes and Revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations (Legal)

Ordinance No. 4006: An Ordinance to allow for statutory changes and revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations was read by title only for the first reading. Second reading and public hearing will be held on September 15th.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Resolution No. 2020-36: Approve and authorize Mayor to sign updated Master Fee Schedule.

Motion made by Preister, seconded by Shannon, to table Resolution No. 2020-36 to the September 15th City Council.

Roll call on motion to approve as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Resolution 2020-38: Authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance verifying the Annual Certification of Program Compliance for 2020 (City Clerk)

Motion made by Cook, seconded by Welch, to approve Resolution 2020-38: Authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance verifying the Annual Certification of Program Compliance for 2020.

Roll call on motion to approve as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Revised

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2020

Resolution No. 2020-38

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

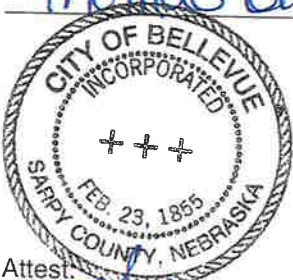
Be it resolved that the Mayor Village Board Chairperson of Bellevue is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this 1st day of September, 2020 at Bellevue Nebraska.

City Council/Village Board Members

Bob Stinson
Paul Cook
Pat Shannon
Don Preister
Thomas Burns

Kathy Welch



City Council/Village Board Member Cook
Moved the adoption of said resolution
Member Welch
Seconded the Motion
Roll Call: 6 Yes 0 No 0 Abstained 0 Absent
Resolution adopted, signed and billed as adopted.

Attest: Susan Luchte (Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE TO NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS 2020

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City Village of Bellevue
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has attached to this certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

[Signature]
Signature of Mayor Village Board Chairperson (Required)

9-1-20
(Date)

Signature of City Street Superintendent (Optional)

(Date)



**Return the completed original certification and resolution by
October 31, 2020 to:**

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509

MINUTE RECORD

CLAIMS FOR APRIL 6, 2021

PAGE 1

CITY ADMINISTRATION

AMAZON.COM, LLC	PHONE MESSAGE BOOKS	6.00
ANTHONY'S RESTAURANT	CPS-ECONOMIC DEV CHAMBER MEETING	88.61
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	90.72
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	150.16
		<u>150.16</u>
		\$ 335.49

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE 2021/03/04-2021/04/03	59.99
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	111.28
		<u>111.28</u>
		\$ 171.27

LEGAL

DROP BOX	CPS-LEGAL FEES	19.99
ERICKSON & SEDERSTROM, PC	32329.065929 MAIN ST PROPERTIES	75.00
ERICKSON & SEDERSTROM, PC	32329.066173 MAIN ST PROPERTIES	2,800.00
ERICKSON & SEDERSTROM, PC	PROF FEES-MAIN ST PROPERTIES	8,125.00
NEBRASKA STATE BAR ASSOCIATION	CPS-MEMBERSHIP DUES-MATHEWS	120.00
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	30.24
SARPY COUNTY COURT	CLAIM COURT	17.00
UNITED STATES POSTAL SERVICE	CPS-MAILING CHARGE	15.70
		<u>15.70</u>
		\$ 11,202.93

CABLE ADVISORY

COX BUSINESS SERVICES	MONTHLY SERVICE 2021/03/19-2021/04/18	9.04
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	60.48
		<u>60.48</u>
		\$ 69.52

CITY CLERK

AMAZON.COM, LLC	FILE ORGANIZERS	55.98
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	60.48
		<u>60.48</u>
		\$ 116.46

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES, FACE MASKS	283.42
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	9.59
COSGRAVE COMPANY	US FLAGS	389.00
GREAT PLAINS UNIFORMS	SAFETY BOOTS, UNIFORMS	782.50
INDOFF	OFFICE SUPPLIES	552.66
RED WING BUSINESS ADVANTAGE	SAFETY BOOTS-J SHERMAN	200.00
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	211.68
		<u>211.68</u>
		\$ 2,428.85

LIBRARY

AMAZON.COM, LLC	BOOKS, PROGRAM SUPPLIES, VIDEOS	1,137.01
AMERICAN LIBRARY ASSOCIATION	BOOKMARKS, POSTERS	56.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	177.89
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	382.42
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	107.39

MINUTE RECORD

CLAIMS FOR APRIL 6, 2021

PAGE 2

LIBRARY (cont'd)

DEMCO	LABELS	178.99
INDOFF	CHAIR SUPPORTS, OFFICE SUPPLIES	487.47
INFO USA MARKETING LIBRARY	CITY DIRECTORIES	520.00
INGRAM LIBRARY SERVICES PROD	BOOKS	4,384.65
KAHOOT	CPS-SOFTWARE LICENSE A201	288.36
LIBRARY IDEAS	BOOKS	33.88
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/01/31-2021/02/28	18.07
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/06-2021/03/05	102.03
MIDWEST TAPE	VIDEOS	44.98
QUADIENT	POSTAGE REFILL	600.00
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	241.92
SIRSI DYNIX	ANNUAL RENEWAL 2021/04/01-2022/03/31	20,476.56
VERIZON WIRELESS	MONTHLY SERVICE 2021/02/17-2021/03/16	400.10
ZOOBEAN INC	2ND YEAR LICENSE PLUS-2021/04/23-2022/04/22	1,695.00
		<hr/>
		\$ 31,332.72

ADMINISTRATIVE SERVICES

IDEAL PURE WATER COMPANY	BOTTLED WATER	72.00
PAYCHEX of NEW YORK, LLC	TIME AND LABOR MONTHLY ADMIN FEE 2021/01/30-2021/02/26	99.00
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	272.16
ULTIMATE/UKG INC	MINIMUM SUBSCRIPTION FEE FOR PAYROLL SYSTEM APR 2021-JUN 2021	31,856.00
UPS	MAILING CHARGES	66.33
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,544.44
		<hr/>
		\$ 33,909.93

CODE ENFORCEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	101.78
BELLEVUE PRINTING COMPANY	FORMS FOR CODE ENFORCEMENT	597.41
DARRYL KUHLMAN	REIMB FOR CDL LICENSE	63.50
GREAT PLAINS UNIFORMS	UNIFORMS (5 EMP)	1,480.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/04-2021/03/08	5.54
MOTOROLA SOLUTIONS, INC	RADIO SYSTEM, ACCESSORIES	5,685.39
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/11	96.71
PAPILLION SANITATION	CODE DUMPSTER	352.94
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	181.44
ROSE TREE SERVICE	TREE REMOVAL-HANSEN AVE	600.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	321.47
		<hr/>
		\$ 9,486.18

PUBLIC WORKS

AMAZON.COM, LLC	OFFICE SUPPLIES	63.86
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/04-2021/03/08	9.30
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/11	161.73
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	151.20
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	62.30
		<hr/>
		\$ 448.39

MINUTE RECORD

CLAIMS FOR APRIL 6, 2021

PAGE 3

PARKS

AMAZON.COM, LLC	DOG WASTE BAGS	394.25
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	498.00
ARTISTIC SIGN & DESIGN	PAPIO TRAIL RULES SIGNS	4,185.00
BEST CUT LAWN CARE	CODE ENFORCEMENT CLEANUP 23RD AVE	890.00
BRET KANKOVSKY	REIMBURSEMENT FOR CDL	63.50
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	19.94
CHICK-FIL-A	CPS-MEALS FOR SNOW CREW	75.99
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	214.78
DICK'S CLOTHING & SPORTING GOODS	CPS-SPOT MARKERS	32.51
DOSTALS CONSTRUCTION CO	LOOKINGGLASS PARK IMPROVEMENTS #4	101,897.10
J & J SMALL ENGINE SERVICE	EXMARK LAZER MOWER 408927912	6,899.00
MENARDS	LANDSCAPE BLOCKS, PAINT, CAR WASH FLUID	153.44
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/03-2021/03/08	1,265.05
PESTICIDE EDUCATION OFFICE	CPS-PESTICIDE TRAINING-2 EMP	160.00
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	413.68
SITEONE LANDSCAPE SUPPLY	FERTLIZER, INSECTICIDE	852.77
STATE FARM	AUTO CLAIM 27-09Z1-57B	1,431.53
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,438.47
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
WALMART COMMUNITY	CPS-ICE MELT	446.32
WATKINS CONCRETE BLOCK CO	LANDSCAPE BLOCKS	50.31
WESTLAKE ACE HARDWARE	WEED CONTROL	79.96
		<hr/>
		\$ 122,481.73

RECREATION

BELLEVUE PRINTING COMPANY	LOG BOOKS, POOL PASSES, REG FORMS	280.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	27.52
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	88.39
CRYSTAL SMITH	REFUND FOR SPRING FLAG FOOTBALL	35.00
DICK'S CLOTHING & SPORTING GOODS	CPS-ATHLETIC EQUIPMENT	143.95
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	27.45
INDOFF	OFFICE SUPPLIES	35.10
LOU'S SPORTING GOODS	ARM BANDS	205.00
NATIONAL RECREATION PARK ASSOCIATION	CPS-MEMBERSHIP DUES-SHADA	175.00
PAY-LESS OFFICE SUPPLY	CHAIR, FOLDING TABLES	436.00
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	60.48
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	108.42
		<hr/>
		\$ 1,622.31

BUILDING MAINTENANCE

AMAZON.COM, LLC	OFFICE SUPPLIES	186.87
AVI SYSTEMS	AVI SERVICE CONTRACT RENEWALS	54,876.98
CARPENTER PAPER CO	JANITORIAL SUPPLIES	392.49
CONTROL MASTERS, INC	AHU-OA SERVICE, REPLACE THERMOSTAT	1,173.54
FERGUSON ENTERPRISES INC #1657	DRAIN CLEANER, FLEX TUBE	80.25
FILTER SHOP	PLEATED FILTERS	19.44

MINUTE RECORD

CLAIMS FOR APRIL 6, 2021

PAGE 4

BUILDING MAINTENANCE (cont'd)

FIRE PROTECTION SERVICES, LLC	REPLACE BATTERIES IN BOILER ROOM-BPD	230.00
HILLYARD	JANITORIAL SUPPLIES	380.24
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	170.52
MENARDS	LIMESTONE, LANDSCAPE SUPPLIES, PAINT, BATTERIES, DRILL BITS	1,045.83
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/04-2021/03/05	521.01
MIDWEST PLASTIC INC	CLEAR SNEEZE GUARD	125.00
OMAHA PNEUMATIC EQUIPMENT CO	CHANGE FILTERS, ADD LUBRICANT	695.40
PRIDE HOME SERVICES	REPLACED THREAD ON WATERMAIN, INSTALL WATER METER-BASEBALL VILLAGE	4,000.00
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	211.68
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	300.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	2,719.38
TRICO MECHANICAL SERVICES	HVAC QRTL Y MAINTENANCE-CITY BLDGS	1,409.94
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	387.91
VOSS LIGHTING	JANITORIAL SUPPLIES	178.50
WESTLAKE ACE HARDWARE	BRUSH WHEEL, ADAPTER, OIL	57.04
		<hr/>
		\$ 69,162.02

CEMETERY

COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	83.39
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/06-2021/03/05	89.80
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	90.72
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	162.45
		<hr/>
		\$ 426.36

STREETS

ALFRED BENESCH & COMPANY	S 25TH ST IMPROVEMENTS -2020/12/21- 2021/02/14	622.50
ALFRED BENESCH & COMPANY	2021 A/C RESURFACING-PE/NEPA- 2020/12/21-2021/02/14	1,488.33
ALFRED BENESCH & COMPANY	PROF SVC-CAPEHART RD TP MAR 14, 2021	1,941.00
BOBCAT OF OMAHA	2021 BOBCAT SKID-STEER ANGLE BROOM #AT5A14933	57,495.98
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2021/02/12-2021/03/11	8.44
CARHARTT, INC	UNIFORM-CHAVEZ	318.41
CONCRETE SUPPLY, INC	CONCRETE	787.13
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	274.17
FELSBURG HOLT & ULLEVIG, INC	PROF SERVICES-36TH ST FEB 2021	28,027.49
GRETNA GUIDE & NEWS	LEGAL ADS	40.78
INDEPENDENT SALT CO	ICE CONTROL SALT	21,614.75
J & J SMALL ENGINE SERVICE	HAND HELD BLOWER	203.00
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	4,173.13
MENARDS	SUPPLIES, STUDS, NAILS, POST SUPPORT AND MOUNT	862.30
METRO LEASING	8724-LEASE-2021/03/10-BOOM TRUCK	5,816.04
METRO LEASING	8733A-LEASE-2021/03/10-INT'L TRUCK	13,612.86
METRO LEASING	8733B-LEASE-2021/03/10-INT'L TRUCK	13,261.84
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/04-2021/03/08	603.34
MICHAEL TODD & COMPANY	MAIN BROOM FOR BOBCAT	536.32

MINUTE RECORD

CLAIMS FOR APRIL 6, 2021

PAGE 5

STREETS (cont'd)

MID-AMERICAN SIGNAL	LED STREET NAME SIGNS, VIDEO DETECTION CARDS	15,080.78
MIDWEST FENCE COMPANY	TRAFFIC CONTROL, REPAIR END TYPE, GUARDRAIL, MOBILIZATION	3,250.00
MOBOTREX	RED, GREEN LED BALLS FOR SIGNALS	2,424.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/11	195.96
OMNI	ASPHALT	6,049.40
READY MIXED CONCRETE COMPANY	CONCRETE	10,939.35
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	1,006.40
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	13,277.31
WALKERS UNIFORM RENTAL	UNIFORM SERVICE 2021/03/24	20.13
		<hr/>
		\$ 203,931.14

FLEET MAINTENANCE

911 CUSTOM, LLC	MOUNT, TRIGGER GUARD, ADAPTOR FOR BLAC-RAC, INNER EDGE TRAY	1,456.47
A&L HYDRAULICS, INC	REBUILD VALVE	109.42
AA WHEEL & TRUCK SUPPLY, INC	TOP WIND JACK, SEAL, LANYARD	115.89
AIR HYDRAULICS SYSTEMS	BEARING	101.15
AMAZON.COM, LLC	BARCODE SCANNER, MOUNT RACK	577.20
ANDERSON INDUSTRIAL ENGINES CO	HONDA GENERATOR	1,109.35
ARROW TOWING	TOW	450.00
AUTO VALUE PARTS - SOUTH OMAHA	TIE ROD END, SPARK PLUGS, AXLE PARTS, ROTORS, BRAKE PADS, TIE ROD END, DRUM BRAKE KIT, FUSES, SHOCKS	729.54
AUTOMOTIVE WAREHOUSE DIST, INC	FORNEY, PARTS, POWER STEERING FLUID	1,058.77
AVERY RENTS	PROPANE FOR FORKLIFT	33.44
BAUER BUILT	REAR TIRES	500.00
BAXTER CHRYSLER DODGE JEEP	PARTS	4.63
BAXTER FORD	FAN ASSEMBLY, PARTS	1,038.31
BELLEVUE TIRE & AUTO SERVICE	TIRES	208.00
BOBCAT OF OMAHA	BRUSHES, FILTERS	702.74
CONNECTED AUTOMOTIVE SYSTEM	CPS-TOKEN REQUIRED FOR FLASHING	175.00
CORNHUSKER INTERNATIONAL TRUCKS	PARTS, FRONT GUARDS	163.12
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	107.39
DANIELSON / TECH SUPPLY	WHEEL WEIGHTS	221.38
DANKO EMERGENCY EQUIPMENT	LED LIGHT KIT FOR GENERATOR	1,731.26
DILLON BROTHERS H-D BUELL	SOCKET	15.29
EDS WIRE ROPE & RIGGING	CLEVIS HOOKS	59.58
FACTORY MOTOR PARTS CO	BRAKE MASTER CYLINDER, OXYGEN SENSOR, COMPRESSOR	951.27
FARM PLAN	FILLER CAP, CARBURATOR, BUSHINGS, CLUTCH	597.03
FIREGUARD	RUNNING BOARD BRACKETS, WATER FIRE EXTINGUISHER	400.34
FLEET PRIDE	PARTS	90.00
GALVIN GLASS	WINDSHIELD REPLACEMENT-MINI VAN	573.27
GRAINGER	GLOVES	40.90
IDEAL PURE WATER COMPANY	BOTTLED WATER	83.00

MINUTE RECORD

CLAIMS FOR APRIL 6, 2021

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FLEET MAINTENANCE (cont'd)

INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIR AT SHOP	3,802.68
J & J SMALL ENGINE SERVICE	PIPE FIXTURE, HOSE, OIL	568.83
JIM HAWK TRUCK TRAILERS	LONG STROKE PIGGYBACK KIT, BOLTS, CARTRIDGES	393.22
KRIHA FLUID POWER CO	SWIVEL ADAPTER, HOSE, FITTINGS	404.58
LIONS AUTOMOTIVE, I NC	NYLON STRAP NETS	562.50
MACQUEEN EQUIPMENT, LLC	SWEEPER PARTS, MIRRORS, GAUGES	2,276.26
MATHESON TRI-GAS INC	GLOVES, WELDING SUPPLIES	198.87
McMULLEN FORD	REPLACE DEF AND HEATER RESERVOIR KIT	1,818.74
MENARDS	VALVE, COUPLING, GLUE, CABLE, LUMBER, CAULK, CLAMPS	218.27
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/06-2021/03/08	118.03
MICHAEL TODD & COMPANY	WESTERN CUTTING EDGES	1,625.72
MIDLANDS AUTO REPAIR	ALIGNMENT	383.96
MOTOROLA SOLUTIONS, INC	ANTENNAS	376.68
NAPA AUTO PARTS	STEERING GEAR, FITTINGS, BRAKLEEN, GAUGE, FILTERS, TAP DIE SET, GROMMETS	1,475.26
NEBRASKA IOWA INDUSTRIAL FASTENERS	RIVETS, SCREWS, TY-RAP, DRILL BITS, BOLTS, CONNECTORS	2,356.60
O'REILLY AUTOMOTIVE PARTS	OESPECTRUM, FILTER, BRAKE LINE	128.57
P&M HARDWARE	FILTER	17.50
PERMA GREEN SUPREME	CABLE	64.49
POWERPLAN	REPAIR AIR THROTTLE/VALVE, HORN	1,826.56
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	483.84
STATE STEEL	ALUMINUM FLAT, HOT ROLLED STEEL	558.05
SUNDOWNER TRAILERS	CPS-ROTARY LATCH FOR PO 131	56.45
TOOL SHED	IMPACT GUN REPAIR PARTS	127.55
TOYNE, INC	UTILITY STRAPS, MOUNTING BRACKETS, REPLACEMENT SHUTTERS	2,379.27
TY'S OUTDOOR POWER & SERVICE	BELTS	73.34
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	539.33
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	116.10
WATCHGUARD VIDEO	ANTENNAS AND CABLES	372.00
WELDON PARTS INC	SLACK ADJUSTERS	224.66
WESTLAKE ACE HARDWARE	SUPPLIES	9.99
		\$ 36,961.64

SOLID WASTE

PAPILLION SANITATION	GLASS DISPOSAL/RECYLING 2021/03/01-14	375.77
		\$ 375.77

PLANNING

GRETNA GUIDE & NEWS	LEGAL AD	22.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/04-2021/03/08	8.41
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/11	146.29
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	90.72
		\$ 268.33

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CLAIMS FOR APRIL 6, 2021

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PERMITS & INSPECTIONS

AMAZON.COM, LLC	CPS-BOOT COVERS, PHONE SHOULDER RESTS	74.95
INTERNATIONAL ASSOCIATION OF PLUMBING OFFICIALS	CPS-CODE BOOKS	397.23
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/04-2021/03/08	11.23
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/11	195.05
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	241.92
SACRAMENTO VALLEY ASSOC OF BLDG OFFICIALS	CPS-TRAINING-CARLSON, MEYERS	400.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	753.85
		\$ 2,074.23

POLICE

88 TACTICAL GROUP INC	HANDGUN TRAINING-SPENCER	575.00
ACCENT WINDOW FASHIONS	WINDOW COVERINGS FOR NEW OFFICE	345.00
AMAZON.COM, LLC	DATE STAMP, DIGITAL SCALE, SHOE POLISHER, OFFICE SUPLIES	416.48
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	126.00
AUTO BODY AUTHORITY	AUTO BODY REPAIR-UNIT 608	888.00
AUTO BODY AUTHORITY	AUTO BODY REPAIR-UNIT 607	1,559.37
AUTO BODY AUTHORITY	TOW CHARGE	180.00
CANTEEN	COFFEE SUPPLIES	109.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	201.90
CHAD W REED	REIMB PER DIEM FOR TRAINING	498.91
CIOX - HEALTHPORT	SUBPEONA RECORDS	20.00
CITY OF LAVISTA	TRAINING MANUALS	756.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVALUATION	385.00
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	424.97
COX COMMUNICATIONS	SUBPEONA FEE	50.00
CULLIGAN OF OMAHA	BOTTLED WATER	266.60
DC ELECTRIC/HEARTLAND LIGHTING	INSTALL NEW WIRING IN NEW OFFICE	2,229.00
DILLON BROTHERS H-D BUELL	CPS-MOTORCYCLE TRAINING-2 EMP	590.00
DON'S PIONEER UNIFORMS	MEDALS-VETTER	559.41
DOUBLETREE HOTELS-KS	CPS-LODGING FOR TRAINING-4 EMP	393.04
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	262.50
EB PROFILING TRAINING	CPS-TRAINING-3 EMP	447.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-MAR 2021	564.32
FASTSIGNS	CPS-WALL GRAPHICS INSTALLED	879.90
FBINAA - NEBRASKA CHAPTER	CPS-ANNUAL RENEWAL DUES-DARGY	125.00
FLIR	CPS-CAMERA VETTER (REIMB BY POL FDN)	2,669.65
GOVDIRECT, INC	TABLET AND KEYBOARD	8,198.66
GREAT PLAINS UNIFORMS	TACTICAL VEST, SHIRTS	887.37
HAMPTON INN-EVANSVILLE IN	CPS-LODGING FOR TRAINING-REED	331.74
HOLIDAY INN - HASTINGS	CPS-LODGING FOR TRAINING-MILOS	179.90
LP POLICE	LP POLICE PLAN FEE-FEB 2021	129.95
MENARDS	POLYURETHANE, MOTION SENSOR, GROMMETS	133.50
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/04-2021/03/08	199.09
MICHAEL TREINEN	REIMB PER DIEM FOR TRAINING	127.50
MIDLANDS PRINTING	THANK YOU CARDS, ENVELOPES, BUSINESS CARDS	979.00

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CLAIMS FOR APRIL 6, 2021

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POLICE (cont'd)

NEBRASKA FURNITURE MART	CPS-FURNITURE FOR NEW OFFICE, RUG	3,619.95
NIGHT VISION LAW ENFOR SUPPORT	CPS-NIGHT VISION-VETTER	576.29
OMAHA DOOR & WINDOW COMPANY	DOOR AND HARDWARE FOR NEW OFFICE	3,916.80
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/10-2021/03/11	3,463.71
PRIME COMMUNICATIONS, INC	REPAIR CAMERA IN SERVER ROOM	1,192.48
QUICK STOP	CPS-GAS FOR PO 703	29.53
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	3,781.20
SAFARILAND, LLC	BLOOD COLLECTION KITS	242.05
SECRETARY OF STATE	RENEW NOTARY STAMP-CLARK	30.00
SHALEN SHIVERS	REIMB PER DIEM FOR TRAINING	127.50
SPRINT	MONTHLY SERVICE 2021/02/03-2021/03/05	125.22
STRACK, INC	HEADSETS AND RADIOS FOR SWAT	5,031.80
STREET COP TRAINING	CPS-TRAINING-SHIVERS	199.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	10,681.84
US PATENT TRADEMARK	CPS-TEAS FILING FEE-B ROBBINS	750.00
ZACH STALDER	REIMB PER DIEM FOR TRAINING	127.50
ZOOM VIDEO COMMUNICATIONS INC	CPS-YEARLY FEE FOR VIDEO CONFERENCE	160.39
		<hr/>
		\$ 60,744.02

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	172.98
AMAZON.COM, LLC	EMS BOOKS, OFFICE SUPPLIES, OIL FOR HOVERCRAFT, PRINTER, SAFETY BOOTS	1,005.59
AVI SYSTEMS	AV QUARTERLY MAINT 2021/03/10-2021/06/10	1,300.00
BOUND TREE MEDICAL, LLC	OPERATIVE IQ INVENTORY LICENSE FEB 2021-JAN 2022	5,760.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	7,622.33
CITY OF OMAHA	2021 USE OF STATION ALERTING INFRASTRUCTURE	6,000.00
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	576.95
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
GREAT PLAINS UNIFORMS	UNIFORMS	3,406.00
HEATHER ADDISON	REIMBURSEMENT FOR UNIFORM SHIRTS	109.08
HORWATH LAUNDRY EQUIPMENT	WASHER REPAIR	382.59
INTERNATIONAL CODE COUNCIL, INC	CPS-CODE BOOKS	228.00
JO DON'S	DUTY SHIRTS	691.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	601.51
MARKING REFRIGERATION, INC	ICE MACHINE	4,129.50
MATHESON TRI-GAS INC	METHANE	35.63
McKESSON MEDICAL-SURGICAL GOV'T SOLUTIONS	ISOLATION GOWNS	5,784.94
MENARDS	CLOCK, SPONGES, HOSE NOZZLE	62.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/04-2021/03/05	3,566.24
NATIONAL FIRE PROTECTION ASSOC	CPS-CODE BOOKS	243.05
PCS MOBILE	STYLUS FOR TABLET	130.00
PK SAFETY SUPPLY	CLIPS FOR GAS MONITORS	327.00
RACOM CORP	STATION ALERTING COVERAGE JAN-DEC 2021, INSTALL AND REWIRE	36,328.65

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FIRE & RESCUE (cont'd)

RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	2,783.28
SHRED-IT USA	SHREDDING SERVICE	144.00
TED'S MOWER SALES & SERVICE	CHAIN SHARPENED	8.50
TRANSNET, LLC	ASSISTANCE WITH DICTATION	180.00
U.S. CELLULAR	MONTHLY SERVICE 2021/03/09-2021/04/08	477.32
UNITED STATES POSTAL SERVICE	CPS-MAILING CHARGE	11.10
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	5,642.64
WESTLAKE ACE HARDWARE	TAPE MEASURES	23.98
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE- 2021/03/10	407.01
		<hr/>
		\$ 88,149.73

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE 2021/02/04-2021/03/03	970.13
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	430.81
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
LOCKTON COMPANIES, LLC	ADDITIONAL PREMIUM AUTO	7,387.00
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-MARCH 2021	1,815.00
NE-DEPARTMENT OF REVENUE	2021/02 SALES TAX	31.88
PM AM CORPORATION	ALARM FEES-FEB 2021	1,445.00
SCOTT WELCH	CPS-MONTHLY WEB DESIGN MAINTENANCE	125.00
TRISTAR RISK MANAGEMENT	CLAIMS ADMIN FEES 2021/04-2021/06	3,750.00
		<hr/>
		\$ 15,971.94

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-CABLES, ELECTRIC STRIKES, SOFTWARE, TRANSMITTER	1,534.91
CORE TECHNOLOGIES, INC	BILLABLE TIME-UC ADMIN	151.88
CORE TECHNOLOGIES, INC	MS & HP SERVER BUNDLES FOR NEW PHONE SYSTEM	7,775.72
CORE TECHNOLOGIES, INC	MITEL VOICE, CONNECT ONSITE FOR NEW PHONE SYSTEM	112,106.94
CORE TECHNOLOGIES, INC	RECITE LICENSE FOR NEW PHONE SYSTEM	14,466.34
DELL MARKETING L.P.	LAPTOP FOR IT	1,362.32
FIRST WIRELESS, INC	COMMUNICATION PARTS	450.40
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
MOTOROLA SOLUTIONS, INC	COMMUNICATION PARTS	249.66
ONE CALL CONCEPTS	LOCATE FEES	10.00
TESSCO	LOW PROFILE ANTENNA	685.39
TJ CABLE	LOCATES FEB 2021	300.00
		<hr/>
		\$ 139,163.51

WASTEWATER

AMAZON.COM, LLC	PRINTER SUPPLIES, PUMP	172.77
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	21.02
CENTURY LINK	MONTHLY SERVICE 2021/03/13-2021/04/12	230.18
CITY OF OMAHA	SEWER FEES- DECEMBER 2020	555,343.45
CITY OF OMAHA	SEWER FEES- JAN 2021	542,212.57
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/23-2021/03/22	303.39

MINUTE RECORD

CLAIMS FOR APRIL 6, 2021

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WASTEWATER (cont'd)

GPM	INSTALL/REMOVE LEASED METERS, BATTERIES	6,289.00
GRAINGER	PAINT, PRESSURE WASHER, HAMMER DRILL	1,501.58
MENARDS	MEETING SUPPLIES, HOSE, SUPPLIES	153.17
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/02/04-2021/03/08	784.62
RELIANCE STANDARD LIFE INS	DENTAL INSURANCE-MAR 2021	362.88
U.S. CELLULAR	MONTHLY SERVICE 2021/03/09-2021/04/08	383.76
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	906.33
VOSS LIGHTING	JANITORIAL SUPPLIES	144.39
WESTLAKE ACE HARDWARE	DISPOSABLE MASKS	25.98
		<u>\$ 1,108,835.09</u>

COMMUNITY BETTERMENT

BELLEVUE COMMUNITY FOUNDATION	AGREEMENT BETWEEN COB AND COMM FDN	50,000.00
		<u>\$ 50,000.00</u>

ECONOMIC DEVELOPMENT

BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION	BUXTON PROJECT	10,000.00
SARPY CO ECONOMIC DEV CORP	2021 ANNUAL INVESTMENT	5,000.00
SARPY CO ECONOMIC DEV CORP	2021 ANNUAL INVESTMENT LUNCHEON	50.00
		<u>\$ 15,050.00</u>

COMMUNITY DEVELOPMENT

FIRST BAPTIST CHURCH	ASPHALT SERVICE	7,000.00
GREYNA GIDE & NEWS	LEGAL AD	64.90
HOUSING FOUNDATION FOR SARPY COUNTY	COVID HOUSING PREVENTION	26,602.79
		<u>\$ 33,667.69</u>

FEDERAL FORFEITURES

CLYDE ARMORY	SERVICE RIFLES	29,808.00
		<u>\$ 29,808.00</u>

BELLEVUE MUNICIPAL BUILDING

NI SOS EDOC FILING, STATE OF NEBRASKA	BMCB CHANGE OF AGENT	12.00
		<u>\$ 12.00</u>

TOTAL CLAIMS FOR APRIL 6, 2021 \$ 2,068,207.25

TOTAL PAYROLL FOR MARCH 19, 2021 \$ 1,027,348.81

City of Bellevue Nebraska

Office of the Mayor

Earth Day Proclamation 2021

WHEREAS: April 22 has marked Earth Day each year for over 50 years. At the first event an estimated 22 million Americans took to the streets, parks, and auditoriums to urge America to come together and clean up its air and water systems. The event inspired a world-wide response that resulted in the passage of landmark environmental laws around the globe and efforts to promote green and sustainable practices in local communities such as Bellevue, and

WHEREAS: The 2021 Sarpy County Earth Day theme is to “Preserve our Natural Habitat and Promote Food Security.” We recognize that despite decades of environmental progress, momentous challenges remain, including significant loss of biodiversity and climate challenges to our food security. Action is needed now more than ever to ensure a sustainable future for generations to come, and

WHEREAS: We know that we each play a role in collectively acting to conserve, protect and appreciate our natural resources. We recognize our responsibility to protect access to nutritious food for our community today and in the future and

WHEREAS: This year Sarpy County Earth Day will be held over a month-long period with opportunities for individuals to take part in activities, events and exhibitions to learn about caring for our environment. Bellevue residents can take part in the earth day activities virtually and use the Nebraska Earth Day Passport to earn points for the activities that they complete.

WHEREAS: On this observance of Earth Day, as your Mayor I ask that you join me in taking steps to Preserve our Natural Habitat and Promote Food Security by making a commitment to educate ourselves and others on pressing environmental issues and working as a community towards a sustainable future.

Now Therefore, I Mayor Rusty Hike have the distinct honor of
Proclaiming April 22, 2021
Earth Day in Bellevue, Nebraska



Mayor Rusty Hike

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

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: Perry Guido		Fire Department	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input checked="" type="checkbox"/>
LICQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Presentation on Bellevue Fire CARES Data

SYNOPSIS/BACKGROUND:

Dr. Eric Ernest (Fire Department Physician Medical Director) would like to do a presentation to outline the CARES (cardiac arrest registry) data for the Bellevue Fire Department for 2020.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL AS TO FORM: _____



CITY OF BELLEVUE

OFFICE OF THE MAYOR

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3022

MEMORANDUM

TO: All Council Members
FROM: Rusty Hike, Mayor
DATE: March 29th, 2021
SUBJECT: Appointment to the Citizens Complete Street Advisory

Please consider the following for appointment to the Citizens Complete Street Advisory Panel.

Stephanie Hanson
13714 S. 43rd Street
Bellevue, NE 68123
402-681-8450

She will replace Mike Wagster and serve a four-year term ending April 2025.

Stephanie Hanson

13714 S. 43rd Street Bellevue, NE 68123

(402) 681-8450

stephanie.n.hanson@gmail.com

WORK EXPERIENCE

Office Assistant, Natural Spinal Solutions

April 2015 to Present

Process explanation of benefits (EOBs) ensuring accuracy on patient ledgers

Post and apply payments to patient accounts

Coordinate records management between referring health care providers

Manage front desk (answering phones, scheduling patients, and assist with minor therapies)

Maintain cleanliness & safety protocols according to Covid-19 guidelines

Administrative Assistant, SalonCentric

June 2013 to February 2015

Created purchase orders, received goods/services, and tracked operational spending

Generated and released daily, monthly, and quarterly operational progress reports

Determined and assigned appropriate locations for new products received by the distribution center

Office Assistant, Pearson Chiropractic

April 2012 to April 2013

Explained various financing options for patient care plans

Coordinated insurance claims for motor vehicle, work compensation, and personal injury cases

Posted and applied payments to patient accounts

Issued monthly patient billing statements

Managed Front Desk (answering phones, scheduling patients, promoting specials and office events)

Operations Analyst, Cox Communications

Starting Position: Training Liaison

May 2003 to April 2012

Managed small- to medium-sized process improvement and standardization projects

Planned production strategies and directed scheduling to ensure project deadline requirements

Conducted production and operations efficiency trend analysis

Facilitated meetings with interdepartmental task groups to identify and resolve operational challenges

Served as department subject matter expert and liaison with other departments

Researched, created, edited, updated, and processed operational and technical source documents

Monitored and managed department staffing levels to meet the operational needs

Co-managed launch of employee performance management scorecards

Handled escalated customer and interdepartmental issues/disputes

Created, coordinated, and facilitated department and inter-department training materials and events

ACTIVITIES

2021 Volunteer - Jasmine Harris for Mayor (Omaha)

2021 Mode Shift Omaha Member

2014-15 Employee Engagement Committee Member (SalonCentric)

2014 Safety Committee Member (SalonCentric)

EDUCATION

Associate of Applied Science - General Studies, Metropolitan Community College

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
04/06/2021

COUNCIL MEETING DATE: 03/16/2021		SUBMITTED BY: Doug Clark, 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:

Prohibition of Engine Braking

SYNOPSIS/BACKGROUND:

The City of Bellevue does not currently have an ordinance prohibiting engine braking within the City limits. Nebraska Revised Statute Section 60-680 (1)(v) allows local authorities to adopt and enforce an ordinance prohibiting the use of engine brakes. If adopted, Ordinance No. 4029 would amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking.

FISCAL IMPACT: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4029 to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking and to provide an effective date.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]
[Signature]

ORDINANCE NO. 4029

AN ORDINANCE TO AMEND ARTICLE VI, CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 19-83 REGARDING PROHIBITION OF ENGINE BRAKING AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 19-83 of Chapter 19, Article VI of the Bellevue Municipal Code is hereby added to read as follows:

Section 19-83 ENGINE BRAKING.

Any person using or operating or causing to be used or operated within the City an engine braking system that emits loud, excessive or disturbing noise on any semi-tractor or commercial vehicle shall be deemed to be in violation of the provisions of this Article. For the purposes of this ordinance, an engine braking system shall be deemed to be any device which uses the force of the engine in the described vehicle to slow or alter the speed of the vehicle. It shall be a defense to any alleged violation of this section that the operator of the vehicle used such brakes to reasonably avoid a collision or in response to other emergency situations.

Section 2. This Ordinance shall take effect and be in full force on the ____ day of _____ 2021.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 3/16/21
Second Reading: 4/6/21
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: City Clerk	
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:

Amending Section 12-57 through 12-85 of the Bellevue Municipal Code pertaining to fireworks so application process is comparable to other cities in Sarpy County.

SYNOPSIS/BACKGROUND:

After reviewing Bellevue's Fireworks Ordinance and comparing to other cities in Sarpy County, the Clerk's Department had a meeting with Administration on revising portions of our City Code to be comparable to other cities in the County, with the Administration. A red-lined version is attached showing the changes.

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 Ordinance No. 4030 amending Section 12-57 through 12-85, of the Bellevue Municipal Code pertaining to fireworks.

ATTACHMENTS:

- | | | |
|-----------------------------|-------------------------|-------------------------|
| 1. Red-lined Copy Ord. 4030 | 2. Ord. 4030 Clean copy | 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: _____

A. Brey Rollins
[Signature]
[Signature]

Red lined copy

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 12-57 THROUGH 12-85, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO FIREWORKS, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Sections 12-57 through 12-85 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 12-57 DEFINITIONS.

(A) For the purposes of this article, the words CONSUMER FIREWORKS shall mean only sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet-type color aerial shells without explosive charge for the purpose of making noise, lady fingers, not to exceed seven eighths (7/8) of an inch in length or one-eighth (1/8) inch in diameter, total pyrotechnic composition not to exceed one-half (1/2) grain in each weight, color wheels and any other fireworks approved under the provisions of Neb. RS § 28-1241(6)(a) as may be amended.

(B) The term FLYING LANTERNS shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. FLYING LANTERNS shall not include hot-air balloons used for transporting persons.

§ 12-58 EXCEPTION.

The provisions of this article shall not apply to the discharge of any fireworks for purposes or under the auspices of any governmental subdivision.

§ 12-59 FIREWORKS RESTRICTED.

No person shall possess, sell, offer for sale, bring into the ~~city~~ City or discharge any flying lanterns or pyrotechnics, commonly known as fireworks, other than permissible fireworks. No person shall discharge any flying lanterns or fireworks within an area less than 100 feet from any structure used for the exhibition or sale of fireworks.

§ 12-60 SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS RESTRICTED; DEFINITIONS.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the city City as a distributor, jobber or retailer (as such terms are defined by the laws of the State, as amended from time to time) unless licensed by the city City for such purposes; provided that such licensee shall at all times comply with sections 12-60 through 12-100 and with any applicable laws, regulations and rules of the State, as amended from time to time.

(B)(1) No fireworks may be sold at retail in this city City except, daily, from 8:00 a.m. until 10:00 p.m., June 25 through July 3, and from 8:00 a.m. until 12:00 midnight on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this city City other than fireworks. Unless first expressly approved by the city council City Council, it shall be unlawful to discharge fireworks in this city City except between:

- (a) 8:00 a.m. to 10:00 p.m. on any day from June 25 through July 3,
- (b) 8:00 a.m. to 12:00 midnight on July 4, and
- (c) 9:00 p.m. on December 31 to 12:30 a.m. on January 1.

(2) All retail fireworks sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the city City of Bellevue and that any debris caused by the discharge of fireworks in the city City must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this city City or the State of Nebraska.

(C) No person other than distributors or jobbers or retailers licensed by the city City shall store fireworks for retail sale, distribution or delivery in this city City. No such storage shall be permitted except between the hours of 8:00 a.m. on June 23 through 12:00 noon on July 7. Such storage shall be allowed only on sites approved for the retail sale of fireworks pursuant to the provisions of section 12-77 in facilities complying with all applicable provisions of law.

(D) Unless the context shall otherwise require, whenever used in sections 12-60 through 12-100, the term:

(1) **COMMUNITY BETTERMENT** shall mean a purpose which generally betters or enhances the community of the City of Bellevue, including:

- (a) The acquisition, improvement and maintenance of parks and recreational facilities, public equipment and other items for community use;
- (b) The recruitment and attraction of new businesses and jobs to the City of Bellevue;
- (c) Athletic programs which serve the city or neighborhoods or other areas of the community;
- (d) Scholarships and youth programs; and
- (e) Other acquisitions, services or programs which generally benefit the city and its residents.

~~— (2) **NET PROCEEDS** shall mean the gross amount of money derived by a retail licensed organization from the sales of fireworks (which shall not include any applicable sales or use tax) less the sum of only the following expenses:~~

Commented [BR1]: Keep the definition

~~— (a) The dollar amount actually paid or to be paid by the organization for fireworks taking into consideration any discounts, reimbursements, deductions, or other credits or allowances;~~

~~— (b) The dollar amount of applicable local and state license fees;~~

~~— (c) The dollar amount of any utility expense;~~

~~— (d) The dollar amount of any rental expense for use of a fireworks sales outlet site;~~

~~— (e) The dollar amount of any advertising and similar costs of operation of the fireworks sales outlet conducted by the organization; and~~

~~— (f) The dollar amounts paid for the following: security; rental of the sales outlet or storage facility, including associated cash registers, shelving or display furnishings; fees charged to the organization by an issuing bank for credit card processing fees; fees charged to the organization by check guarantee or similar service providers; liability insurance procured by the organization; and, subject to section 12-77(E)(7), any other expenses that are directly related to the sale of fireworks by the organization. No expense otherwise allowable by application of (A) through (F) of the preceding sentence shall be allowed in the calculation of net proceeds unless the same:~~

~~— 1. Is duly documented and supported by the organization in the statement required by section 12-85;~~

~~— 2. Has been directly incurred by the organization in order to conduct sales of fireworks; and~~

~~— 3. Has been directly paid by the organization to the person or entity providing the product, materials, equipment or service to the organization by use of a check or similar negotiable instrument drawn on the account of the organization.~~

~~— (3) **VOLUNTEER** shall mean only:~~

~~— (a) Individuals (including members of their respective families) who meet the eligibility criteria for, or who are recipients of, scholarship, youth or other community betterment programs funded, in whole or in part, by net proceeds of firework sales; or~~

~~— (b) Individual members (including immediate members of their respective families) who, or whose immediate family members, are:~~

~~— 1. Members of the organization and are not compensated from proceeds derived from the sales of fireworks; or~~

~~— 2. Regularly employed by the organization in a capacity other than for purposes of sales of fireworks; provided that volunteers shall not include:~~

~~— a. Any such individual member/employee who is, or whose immediate family member is, an officer, director, employee or agent of any distributor or jobber, or any agents, subsidiaries, affiliates, contractors or subcontractors of a jobber or distributor; or~~

~~— b. Any person to whom the organization or any distributor or jobber makes any payment, directly or indirectly, for performing services, in any capacity, in connection with the sale of fireworks or the operation of the organization's fireworks sales outlet. All volunteers to be used by the organization in the retail sale of fireworks shall be identified by an organization in its application for a retail license, to be supplemented as permitted by section 12-77(E)(7).~~

~~(3)(4) **FIREWORKS** shall mean and include only those fireworks that are permitted for sale by a retailer under the laws of the state, as amended from time to time.~~

(4)(5) **FLYING LANTERNS** shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons used for transporting persons.

(E) Notwithstanding any other provisions in this section, the possession, use, discharge, retail sale, offer for retail sale, or explosion of flying lanterns in this city is prohibited.

§ 12-61 LOCATION AND MAKE-UP OF FIREWORKS RETAIL OUTLETS.

(A) No fireworks shall be sold or exhibited except from a sales outlet meeting the requirements of this code. All such sales outlets and all facilities used to store fireworks shall be located and set back at least:

- (1) 25 feet from the nearest right-of-way line of any public right-of-way,
- (2) 100 feet from any residential structure, and
- (3) 50 feet from any other structure.

(B) All sales outlets shall consist of a temporary building structure (which shall not include any tent or structure with canvas or cloth-like roofs) that either has a booth or stand that allows patrons to view and purchase fireworks from the outside of such structure or that allows patrons to enter such structure to view and purchase fireworks; provided, however, no such structure shall enclose floor space exceeding 1,250 square feet nor be located within 20 feet of any facility used to store fireworks.

(C) All sales outlets enclosing any area intended to be used by patrons in connection with the sale of fireworks shall have a minimum of three doors for patrons, each at least three feet in width and located as remotely as practical from any other door or entryway. Each door shall be able to be opened in the direction of egress. All sales outlets enclosing any other area to be used by any person other than a patron shall have a minimum of one door at least three feet in width that is able to be opened in the direction of egress.

(D) The floor area enclosed by any sales outlet shall be earthen, steel, asphalt or concrete, in all instances free of any vegetation in excess of three inches in height and all flammable or combustible materials.

§ 12-62 PROXIMITY TO CERTAIN BUSINESSES AND HAZARDS.

(A) No sales outlet and no facility used to store fireworks shall be located within: (i) 100 feet from:

(1) Any facility or structure used for the sale, above ground storage or dispensing of any liquefied petroleum gases or any other combustible fuel, including diesel fuel, gasoline or propane; or

(2) Any container used in connection with any liquefied petroleum gases; provided, further, that no organization holding a retail license for sales of fireworks shall permit any motor vehicle to park within 15 feet of the exterior of any fireworks sales outlet or facility used to store fireworks. Such distance shall be measured from the closest point where such motor vehicle may be situated or any hazard or material may be located or is dispensed, vented, or stored above ground.

(B) No vegetation (in excess of three inches in height), flammable or combustible materials shall be allowed within ten feet from the exterior of any sales outlet or any facility used to store fireworks.

§ 12-63 SCREENING.

All windows, entryways and other openings on any sales outlet shall be covered by a screen, with squares or openings in the screen not more than one-quarter inch across; provided a sales outlet that allows for outside sales may have up to one foot of the space immediately above the sales counter area unscreened for the transaction of business. Screens shall be securely fastened to the sales outlet to prevent any gaps between the screen and the sales outlet.

§ 12-64 FIRE EXTINGUISHER.

At least one multipurpose fire extinguisher shall be furnished and maintained with a current annual inspection tag in all areas used for the sale and storage of fireworks. The extinguisher shall have a rating of at least 4-A for Class A fires. Two stored pressure water extinguishers with a capacity of at least 2-1/2 gallons each may be substituted for multipurpose extinguishers. The travel distance to any extinguisher required by this section shall not exceed 25 feet. At least one person shall be present at the sales outlet during all business hours who has been trained, and is able, to operate the fire extinguishing equipment. Such person shall be required to demonstrate such ability whenever requested by the fire department.

§ 12-65 ELECTRICAL SERVICE.

(A) Any electrical service used in any sales outlet shall comply with all provisions of the National Electrical Code, as then currently adopted by the city.

(B) Any extension cord used in, for or to any sales outlet or fireworks storage facility shall be designated as "heavy-duty" and shall have conductors of at least 14AWG and shall be protected from vehicle and pedestrian traffic at all times.

(C) No electrical cord shall be used in, for or to any sales outlet or fireworks storage facility in a manner that would increase the potential for fire or electric shock.

(D) Any portable generator used to supply power to any sales outlet or fireworks storage facility shall be placed at least ten feet from the sales outlet and storage facility.

(E) Generators and/or fuel supplies shall not be stored in any sales outlet or any fireworks storage facility.

§§ 12-66—12-75 RESERVED.

§ 12-76 LIMITED ISSUANCE OF RETAIL FIREWORKS LICENSES.

The City of Bellevue finds that there has been a proliferation of outlets for the sale of fireworks within the ~~city~~-City and that such proliferation has placed an unacceptable burden on the fire marshal, the Bellevue Police Department, and other ~~city~~-City departments in regulating the businesses. In addition, an increased use of fireworks within the ~~city~~-City limits and surrounding areas has caused additional safety concerns. Therefore, licenses for the retail sale of fireworks may be issued to no more than ~~2520~~ not-for-profit charitable, community or civic benevolent organizations which operate on a not-for-profit and benevolent basis within the ~~city~~-City and meet the criteria set forth in this code.

§ 12-77 CITY CLERK TO ISSUE RETAIL LICENSES; APPLICATION FOR LICENSE.

(A) ~~The city clerk~~City Clerk shall issue a single license to permit the sale of fireworks at retail to those duly organized and existing not-for-profit and benevolent organizations or associations meeting the criteria set forth in section 12-77(C) whose application has been approved for such purposes by the ~~city administrator~~City Administrator. No person issued a retailer's license shall be authorized to purchase, sell, store, hold for sale, offer for sale, or accept delivery of any fireworks other than fireworks sold or distributed by a jobber or distributor that has been licensed by the ~~city~~-City for such purposes.

(B) No application of any organization shall be approved by the ~~city administrator~~City Administrator and no license to sell fireworks as a retailer shall be issued except to an organization that:

- (1) Is a duly organized not-for-profit and benevolent organization or association that has been operating or doing business on a not-for-profit and benevolent basis within the ~~city~~-City for at least one year prior to April 1 of the year in which the application required by this section is submitted and has actually conducted or engaged in community betterment activity during such period;
- (2) Has been licensed by the State of Nebraska as a retailer; and
- (3) Has made application for such license required by section 12-77(E).

(C) Notwithstanding any other provision of this code, no organization shall be eligible to receive a ~~City~~ retailer's license for the license year following any license year during which the organization:

- (1) Failed to satisfactorily evidence the payment of all sales taxes applicable to the sales of fireworks by the organization for such license year or otherwise failed to comply with section ~~12-64, 12-65, 12-85~~; or
- (2) Had a ~~city~~-City retailer's license revoked by the ~~city~~City. Thereafter, an organization that was ineligible to receive a ~~city~~-City retailer's license by application of section 12-77(C)(1) shall remain ineligible until such organization has paid the applicable sales tax for the deficient license

year and has otherwise satisfactorily complied with section ~~12-64, 12-65,~~ 12-85 for non-compliant license year to the extent possible.

(D) Application for a retailer's license shall be made to the ~~city-clerk~~City Clerk between April 1 and April 30 of each year; provided that in the event such date shall fall on a weekend or a day that is a holiday recognized by the ~~city~~City, such application shall be submitted no later than the close of business on the first business day of the ~~city~~City following such date. The ~~city-clerk~~City Clerk shall promptly forward each application to the ~~city-administrator~~City Administrator. No application shall be accepted unless the full application and supporting documentation is completed and submitted to the City Clerk at the time of submission. Applications shall only be supplemented if allowed by the City Administrator and only for good cause shown. Examples of good cause shall include, but not be limited to, information that is an applicant is waiting on from the State Fire Marshal, bond approval, or other state requirement that may be delayed, supplemented by applicant after April 30 other than by submitting information requested by the city to evaluate the application. The application and any supplemental information shall be maintained in the office of the ~~city-clerk~~City Clerk.

(E) Application shall be made on a form provided by the ~~city-clerk~~City Clerk for such purposes and shall include the following:

(1) The identity, address and telephone number of a contact person for the organization, together with a copy of the retailer's license issued by the ~~State~~state to the organization; ~~provided that such copy may be submitted after the application has been approved by the city administrator, but no license shall be issued by the city clerk until such copy has been so provided.~~

(2) To the extent that the organization is required by law to register its existence or make some other filing in order to be authorized to lawfully operate or to conduct business in the State of Nebraska and/or the ~~city~~City, a certified copy from such appropriate governmental body or agency showing that at the time of the application the organization is existing, validly organized, in good standing and certified to do business or operate in the State of Nebraska; provided, however, that to the extent the organization is not so required (e.g., lodges, social, civic, fraternal and beneficial entities authorized under Neb. RS § 21-608), the organization shall include such information as may be necessary or appropriate to evidence to the ~~city~~City that it is validly organized, in good standing and able to do business in the ~~city~~City;

(3) Documentation evidencing that the organization is currently operating as a not-for-profit and benevolent organization or association within the ~~city~~City and otherwise meet the eligibility requirements set forth in section 12-77(b)(1);

~~(4) A statement identifying the nature of the community betterment purposes for which the net proceeds from the current year's sale of fireworks will be utilized if the license is issued, together with verified documentation evidencing the applicant's use of net proceeds derived from the sale of fireworks pursuant to a license issued by the city in the preceding year, if applicable;~~

~~(4)(5) A verified statement identifying (by name and state license number) all distributors or jobbers with whom such organization will do business as a retailer during the year of application if the license is issued, with appropriate documentation from the distributor or jobber supporting such statement; including a copy of the written agreement referenced in section 12-77(E)(7)(e); provided that such statement and agreement may be submitted as of the date the license is issued to the organization, and the city shall review the same for compliance with this code;~~

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~~(5)(6)~~ ~~Commencing in 2005, d~~ Documentation evidencing the organization's due payment of all sales taxes applicable to the sales of fireworks by the organization in the preceding year;

~~(6)(7)~~ A verified statement that, as a condition of the license, the organization:

(a) Agrees to purchase fireworks only from those distributors or jobbers that are identified in the statement submitted pursuant to section 12-77(E)~~(45)~~ to whom a license for such purposes has been issued by the ~~city~~City;

~~(b) Will use only those volunteers identified in its application, as supplemented by notice to the city clerk through the date its license is issued to perform labor or services on the site in connection with the retail sale of fireworks or otherwise related to the staffing or other work (including stocking of fireworks and cash register close-out responsibility) associated with the operation of the sales outlet unless otherwise permitted by application of section 12-60(D)(2) or the agreement submitted pursuant to section 12-77(E)(5); provided, however, nothing in this section shall preclude a city licensed distributor or jobber from delivering fireworks to the organization's approved sales outlet or storage facility;~~

~~(b)(e)~~ Agrees to comply with and abide by all provisions of this code, including any directive from the ~~city~~City in respect to this code or to the laws, rules or regulations of the ~~state~~State;

~~(c)(d)~~ Agrees to sell fireworks only from a single sales outlet meeting the requirement of this code at the approved location identified in its application by address or other suitable area description;

~~(e) Agrees that it shall not, directly or indirectly, compensate or otherwise make any payment to any distributor or jobber, including any of jobber's or distributor's agents, contractors, subcontractors, officers, directors or employees other than for:~~

~~1. The cost of fireworks and related supplies that are sold, consigned or otherwise provided by such jobber or distributor to such organization for retail sale; and~~

~~2. Rental or other charges or fees associated with the lease or use of equipment, furnishings, displays stands, shelving, sales site, sales outlet or storage facility that may be provided to such organization by such distributor or jobber for use by such organization for the sale of fireworks; provided, however, all terms, conditions and costs of any such arrangements shall be clearly and expressly specified, stated and otherwise provided for in a written agreement with such jobber or distributor; provided, further, that in no event shall any such agreement or any other agreement entered into by the organization require or permit the organization to directly or indirectly compensate or otherwise pay any amount to any person or entity on the basis of a percentage of sales, taxes, revenues, receipts, net proceeds or similar methodologies;~~

~~(d)(f)~~ Understands that any such license issued to the organization is personal to the organization and the organization agrees that it will not assign or transfer or attempt to assign or transfer the license in any manner; and

~~(e)(g)~~ Understands and agrees that the ~~city~~City is authorized and entitled, in its discretion, to revoke or suspend the organization's ~~city~~City retail license (and upon demand the organization shall immediately surrender its license to the city and cease selling any fireworks) upon the occurrence of any act, error or omission of the organization (including any of its members, officers, directors or agents) that results in:

1. A violation of any of the agreements or understandings set forth in this subsection 12-77(E)~~(67)~~;

2. A violation of the laws, rules or regulation of the ~~Statestate~~ pertaining to the sale or storing of fireworks that may, or does, result in the revocation or suspension of its ~~state-State~~ retailers license; or

3. A violation of sections 12-60 through 12-100 that constitutes an immediate threat, in the opinion of the fire inspector, to public health, safety or welfare;

(8) A verified statement that the organization understands that, in addition to the eligibility criteria otherwise set forth in this code, as a condition of being permitted to apply for a license ~~to be issued in 2005 or thereafter~~, the organization shall:

(a) Have made the timely payment of all applicable sales and other taxes resulting from the retail sale of fireworks, including any related reporting obligations, under any similar license issued by the ~~city~~ City in the preceding year; and

(b) Have made a timely and true and correct filing of any statement required by section 12-85.

~~(9) Commencing in 2005, verified documentation evidencing that, as of the date of application, applicant has expended, obligated or irrevocably committed at least 90 percent of the net proceeds from the sale of fireworks derived from the retail sale of fireworks during the preceding license year for City of Bellevue community betterment purposes; provided that as a condition of being issued any future license, such organization shall continue to account for all unexpended net proceeds derived from sales of fireworks in subsequent applications for a retail license;~~

(10) Any other information request on such form as may be appropriate in order that the ~~city~~ City may ascertain that the organization shall have complied with any applicable provisions of this code;

~~(11) For any application filed in 2004, if an organization has held a license in any of the three preceding years, the applicant must file as a part of its application a written statement of the income and expenses from the sale of fireworks within the City of Bellevue for each of such years, specifically identifying the net proceeds from the sale of fireworks earned in each of the preceding three years in which the organization held a license, together with a statement of this expenditures made for the community betterment of the city and the use of the net proceeds from the sale of fireworks in each of the preceding three years for which it has held a license.~~

(F) In any year, if more than ~~2520~~ duly completed applications from eligible organizations are received by the ~~city clerk~~ City Clerk and have been approved by the ~~city administrator~~ City Administrator, then the ~~city clerk~~ City Clerk shall issue licenses from among such approved organizations as follows:

(1) Those organizations that were issued a similar license by the ~~city~~ City in the immediately preceding license year shall be issued a license;

(2) In the event that after expiration of the appeal time as outlined in section (G) below for all organizations whose applications were not approved by the ~~city administrator~~ City Administrator (other than by application of section 12-77(B) or 12-77(C)), there are less than ~~2520~~ organizations that have been issued a license by application of 12-77(F)(1), and there remain organizations whose applications were approved by the ~~city administrator~~ City Administrator, the ~~city clerk~~ City Clerk shall issue licenses to a number of approved organizations equal to a number that when added to the total of licenses issued for that year pursuant to section 12-77(F)(1) does not exceed ~~2520~~; provided that the organization who received a license in the preceding year and whose appeal has been successful shall be accorded the same priority as if approved by the ~~city administrator~~ City

~~Administrator~~. The organization to be issued a license pursuant to section 12-77(F)(2) shall be determined by lot in a manner the ~~city administrator~~City Administrator finds to be appropriate.

(G) The ~~city administrator~~City Administrator shall approve or deny all the applications of all organizations by no later than the second Monday in May in the year of the application. Any denial shall be made in writing personally delivered or sent by regular mail addressed to the person designated in the application specifying the reasons for the denial. Any denial may be appealed to the ~~city council~~City Council by written notice made to the ~~city administrator~~City Administrator within ~~ten (10) calendar~~ five days of the date of the denial; provided, however, no appeal shall be permitted because denial was the result of the application of sections 12-77(B) or 12-77(C) and no appeal shall be allowed to any organization denied a license by the application of section 12-77(F)(2). The city administrator shall schedule a hearing before the city council at the next available and regularly scheduled city council meeting that is at least five business days after receipt of such notice of appeal.

(H) Whenever an organization has been approved by the ~~city administrator~~City Administrator or by a successful appeal to the ~~city council~~City Council, no license shall be issued.

(1) Unless the organization shall first:

(a) Pay the ~~city~~City a license fee in the amount stated in the Master Fee Schedule in cash or by check representing then good funds;

(b) Furnish the bond required by section 12-79;

(c) File a copy of its State retail license with the ~~city clerk~~City Clerk; and

(2) The inspection contemplated by section 12-81 has been successfully completed.

§ 12-78 RESERVED.

§ 12-79 BOND.

(A) No license may be issued to an organization for the retail sale of fireworks, unless the organization shall first furnish to the ~~city~~City a cash bond in the amount of \$1,000.00.

(B) Such bond shall be conditioned so that:

(1) The organization shall abide by any laws and regulations pertaining to the sale of fireworks, including all applicable provisions of sections 12-60 through 12-100, and

(2) That the organization shall thoroughly clean the location identified in its application where fireworks are to be stored or sold and remove any outlet, stand, booth or other facility and all debris from such location by 12:00 noon on July 7 of each year, unless July 7th falls on a weekend, then clean-up shall be completed by 12:00 noon on the following Monday.

(C) The bond shall be forfeited to the ~~city~~City in its entirety whenever the license issued to the organization is revoked by the ~~city~~City for any reason contemplated by section 12-77(E)(~~67~~) or whenever the organization shall not comply with the condition set forth in section 12-79(B)(2).

§ 12-80 LICENSING OF DISTRIBUTORS AND JOBBERS; FEES AND TAXES; REVOCATION OF LICENSE.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the ~~city-City~~ as a distributor or jobber unless such person is licensed as a distributor or jobber by the State of Nebraska and the ~~city-City~~. No person shall be licensed as a distributor or jobber by the ~~city-City~~ unless such person shall register its ~~state-State~~ license with the ~~city-City~~ on a form provided by the ~~city-clerkCity Clerk~~ for such purposes on or before April 1 in the calendar year in which such activity is to be conducted and shall first pay the license fee imposed by section 12-80(D); provided however the registration shall not be permitted to any distributor or jobber (including any affiliate, subsidiary or other organization that is, directly or indirectly, owned, operated or controlled by any such distributor or jobber or by any person or individual owning, operating or controlling such distributor or jobber) if a jobber's or distributor's license previously issued by the ~~city-City~~ has been revoked.

(B) In the event such date shall fall on a weekend or a day that is a holiday recognized by the ~~city-City~~, registration shall be made by no later than the close of business on the first business day of the ~~city-City~~ following such date.

(C) A ~~city-City~~ jobber's or distributor's license shall be valid only for the calendar year during which the State license is issued and the registration is made.

(D) Registration shall be made on a form provided by the ~~city-clerkCity Clerk~~ for such purposes and shall include:

(1) Identification of the license number and the pertinent nature of the license issued by the ~~stateState~~, and

(2) All other information requested by the ~~city-City~~ as may be appropriate in order that the ~~city-City~~ may ascertain that such distributor or jobber is in compliance with the applicable provisions of this code; provided that such information shall be considered the confidential proprietary information of the organization and of the applicant/distributor/jobber and not subject to disclosure to the extent permitted by law. ~~In the event any request is made for such information, city shall notify the organization/distributor/jobber of such request.~~ Such registration shall be accompanied by payment, by certified check, of a license fee in the amount stated in the Master Fee Schedule.

(E) Nothing in this section 12-80 shall be construed to permit any distributor or jobber to engage in the sale of fireworks at retail unless such distributor or jobber has been licensed for such sales in accordance with the provisions of section 12-77.

(F) All information submitted by any distributor or jobber pursuant to this section 12-80 shall be maintained and made available in the ~~city-clerk'sCity Clerk's~~ office.

(G) Any license issued pursuant to this section 12-80 shall not be construed to allow such distributor or jobber to sell, purchase or distribute any fireworks except to those distributors, jobbers and retailers licensed by the city-City for such activities.

(H) Each distributor's or jobber's license issued by the city-City shall be subject to immediate revocation or suspension by the city-City:

~~—(1) Whenever the distributor or jobber shall sell, purchase or distribute fireworks to or from any retailer, jobber or distributor that is not appropriately licensed by the city-City at the time of the purchase, sale or distribution.~~

~~—(2) Whenever the distributor or jobber including any contractor, subcontractor, officer, director, employee or agent thereof, directly or indirectly, contracts for and receives any compensation, payment or other consideration from a city retail licensee other than to pay such jobber or distributor for:~~

~~—(a) The cost of fireworks (including related supplies) sold, consigned or otherwise provided by such jobber or retailer to the retail licensee for sale by the retail licensee; and~~

~~—(b) Rental or other charges or fees associated with such licensee's lease or use of equipment, furnishing, displays, stands, shelving, sales site, sales outlet or storage facility that are provided by such distributor or jobber to the retail licensee for its use in connection with its sale of fireworks; provided, however, that all terms, conditions and costs of any such arrangements shall be clearly and expressly specified, stated and otherwise provided for in a written agreement with such retail licensee. In no event shall any such agreement require or permit, directly or indirectly, any retail licensee to compensate or otherwise pay any amount to such jobber or distributor on the basis of percentage of sales, taxes, revenues, receipts, net proceeds or similar methodologies.~~

§ 12-81 INSPECTION REQUIRED; DUTY OF LICENSEE.

(A) No retail license may be issued to an organization whose application has been approved for the retail sale of fireworks, unless an inspection conducted by the fire inspector and any other appropriate inspector of the city-City of its sales outlet and storage facilities has determined the organization's conformity to and compliance with the code, including any land use regulations.

(B) The organization shall request the city-City in writing addressed to the city-clerkCity Clerk not later than 4:00 p.m. on June 23 of the appropriate calendar year to make such inspection. The city-City shall attempt to conduct such inspection within 24 hours after the request has been made. The inspector(s) shall advise the city-clerkCity Clerk at such time as the inspection has determined that such organization is in compliance with the requirements of the code.

(C) Nothing in this shall preclude the city-City from subsequently revoking, suspending or demanding the surrender of the organization's retail license.

§ 12-82 DISPLAY OF RETAIL LICENSE.

Any retail license issued by the city-City shall be prominently displayed at all times at the sales outlet.

§ 12-83 DURATION.

Any retail license issued by the ~~city~~City shall be valid only for the calendar year in which issued.

§ 12-84 AGE OF SELLERS AND PURCHASERS.

(A) Any person actually selling or offering for sale any fireworks in the ~~city~~City shall be at least ~~14~~16 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks who is not ~~14~~16 years of age, provided however that someone over the age of 16 shall be present at all times.

(B) No person actually selling or offering for sale any fireworks in the ~~city~~City shall sell or offer to sell fireworks to any person who is under 16 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks to any person who is under 16 years of age.

§ 12-85 STATEMENT OF PROFITS AND EXPENSES.

(A) ~~Commencing in 2004, e~~Each organization that has received a retail license pursuant to section 12-77 shall file with the ~~city clerk~~City Clerk on or before September 30, a detailed verified statement providing the following information:

~~(1) The aggregate dollar amount paid to each distributor or jobber by the organization in furtherance of its operation at the organization's sales outlet during the license period, with supporting documentation as the city shall reasonably consider appropriate, including corresponding invoices detailing all purchases of fireworks and supplies that are dated as the time of each delivery;~~

~~(2) An inventory of all fireworks remaining after close of the business for the license period, together with the disposition of the same, including statements and invoices evidencing any payment, reimbursement or other credit received by the organization, with supporting documentation as the city shall reasonably consider appropriate;~~

~~(1)(3) The total dollar amount paid by all patrons for fireworks at the sales outlet during the license period, including, separately stated, the amount of sales tax collected by the organization and to be paid in connection with such sales, including the manner and means of calculating the same; and Such amounts shall be evidenced by supporting documentation identifying daily receipts from all sales of fireworks with corresponding deposits of such funds (and sales tax receipts) into accounts separately maintained by such organization for the sales of fireworks;~~

~~(4) The dollar amount of any allowable expenses (i.e., those expenses identified in or otherwise allowed by section 12-60(d)(2) used to determine net proceeds) claimed by the organization in connection with its sale of fireworks, including supporting documentation as the city shall reasonably consider appropriate;~~

~~(5) The dollar amount of net proceeds the organization has derived from the sale of fireworks during the license period, including the manner and means of calculating the same;~~

~~(6) The amount of all sales taxes paid or to be paid by the organization in connection with its fireworks sales, including detail as to the manner and means of determining such amounts. Copies~~

~~of all statements prepared by the organization for reporting and paying such amounts to the state shall be concurrently furnished to the city clerk; and~~

~~(2)(7)~~ Such other information as the ~~city~~City shall consider appropriate.

~~(B)~~ Such statement shall be filed on a form that the ~~city clerk~~City Clerk has prepared for such purposes, ~~which form shall be reviewed annually and made available by no later than June 1 of each year.~~

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~~(C)~~ The organization shall promptly supplement the form with such information as the city shall reasonably consider appropriate.

~~(C)(D)~~ The form shall be maintained and made available in the office of the ~~city clerk~~City Clerk; ~~provided that such information shall be considered the confidential proprietary information of the organization and of the applicant/distributor/jobber and not subject to disclosure to the extent permitted by law. In the event any request is made for such information, city shall notify the organization/distributor/jobber of such request.~~

§ 12-86 VIOLATIONS.

Any person or any licensee who violates any of the provisions of sections ~~12-60 through 12-100~~12-59, 12-60, 12-61, 12-64, 12-82 or 12-84 shall be deemed guilty of a misdemeanor in addition to any fine or penalty for such violation as may otherwise be provided in sections 12-60 through 12-100.

§§ 12-87—12-100 RESERVED.

ORDINANCE NO. 4030

AN ORDINANCE TO AMEND SECTION 12-57 THROUGH 12-85, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO FIREWORKS, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Sections 12-57 through 12-85 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 12-57 DEFINITIONS.

(A) For the purposes of this article, the words CONSUMER FIREWORKS shall mean only sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet-type color aerial shells without explosive charge for the purpose of making noise, lady fingers, not to exceed seven eighths (7/8) of an inch in length or one-eighth (1/8) inch in diameter, total pyrotechnic composition not to exceed one-half (1/2) grain in each weight, color wheels and any other fireworks approved under the provisions of Neb. RS § 28-1241(6)(a) as may be amended.

(B) The term FLYING LANTERNS shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. FLYING LANTERNS shall not include hot-air balloons used for transporting persons.

§ 12-58 EXCEPTION.

The provisions of this article shall not apply to the discharge of any fireworks for purposes or under the auspices of any governmental subdivision.

§ 12-59 FIREWORKS RESTRICTED.

No person shall possess, sell, offer for sale, bring into the City or discharge any flying lanterns or pyrotechnics, commonly known as fireworks, other than permissible fireworks. No person shall discharge any flying lanterns or fireworks within an area less than 100 feet from any structure used for the exhibition or sale of fireworks.

§ 12-60 SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS RESTRICTED; DEFINITIONS.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the City as a distributor, jobber or retailer (as such terms are defined by the laws of the State, as amended from time to time) unless licensed by the City for such purposes; provided that such licensee shall at all times comply with sections 12-60 through 12-100 and with any applicable laws, regulations and rules of the State, as amended from time to time.

(B)(1) No fireworks may be sold at retail in this City except, daily, from 8:00 a.m. until 10:00 p.m., June 25 through July 3, and from 8:00 a.m. until 12:00 midnight on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this City other than fireworks. Unless first expressly approved by the City Council, it shall be unlawful to discharge fireworks in this City except between:

- (a) 8:00 a.m. to 10:00 p.m. on any day from June 25 through July 3,
- (b) 8:00 a.m. to 12:00 midnight on July 4, and
- (c) 9:00 p.m. on December 31 to 12:30 a.m. on January 1.

(2) All retail fireworks sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the City of Bellevue and that any debris caused by the discharge of fireworks in the City must be disposed of by the user. Nothing in this article shall be construed

to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this City or the State of Nebraska.

(C) No person other than distributors or jobbers or retailers licensed by the City shall store fireworks for retail sale, distribution or delivery in this City. No such storage shall be permitted except between the hours of 8:00 a.m. on June 23 through 12:00 noon on July 7. Such storage shall be allowed only on sites approved for the retail sale of fireworks pursuant to the provisions of section 12-77 in facilities complying with all applicable provisions of law.

(D) Unless the context shall otherwise require, whenever used in sections 12-60 through 12-100, the term:

(1) **COMMUNITY BETTERMENT** shall mean a purpose which generally betters or enhances the community of the City of Bellevue, including:

(a) The acquisition, improvement and maintenance of parks and recreational facilities, public equipment and other items for community use;

(b) The recruitment and attraction of new businesses and jobs to the City of Bellevue;

(c) Athletic programs which serve the city or neighborhoods or other areas of the community;

(d) Scholarships and youth programs; and

(e) Other acquisitions, services or programs which generally benefit the city and its residents.

(3) **FIREWORKS** shall mean and include only those fireworks that are permitted for sale by a retailer under the laws of the state, as amended from time to time.

(4) **FLYING LANTERNS** shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons used for transporting persons.

(E) Notwithstanding any other provisions in this section, the possession, use, discharge, retail sale, offer for retail sale, or explosion of flying lanterns in this city is prohibited.

§ 12-61 LOCATION AND MAKE-UP OF FIREWORKS RETAIL OUTLETS.

(A) No fireworks shall be sold or exhibited except from a sales outlet meeting the requirements of this code. All such sales outlets and all facilities used to store fireworks shall be located and set back at least:

(1) 25 feet from the nearest right-of-way line of any public right-of-way,

(2) 100 feet from any residential structure, and

(3) 50 feet from any other structure.

(B) All sales outlets shall consist of a temporary building structure (which shall not include any tent or structure with canvas or cloth-like roofs) that either has a booth or stand that allows patrons to view and purchase fireworks from the outside of such structure or that allows patrons to enter such structure to view and purchase fireworks; provided, however, no such structure shall enclose floor space exceeding 1,250 square feet nor be located within 20 feet of any facility used to store fireworks.

(C) All sales outlets enclosing any area intended to be used by patrons in connection with the sale of fireworks shall have a minimum of three doors for patrons, each at least three feet in width and located as remotely as practical from any other door or entryway. Each door shall be able to be opened in the direction of egress. All sales outlets enclosing any other area to be used by any person other than a patron shall have a minimum of one door at least three feet in width that is able to be opened in the direction of egress.

(D) The floor area enclosed by any sales outlet shall be earthen, steel, asphalt or concrete, in all instances free of any vegetation in excess of three inches in height and all flammable or combustible materials.

§ 12-62 PROXIMITY TO CERTAIN BUSINESSES AND HAZARDS.

(A) No sales outlet and no facility used to store fireworks shall be located within: (i) 100 feet from:

(1) Any facility or structure used for the sale, above ground storage or dispensing of any liquefied petroleum gases or any other combustible fuel, including diesel fuel, gasoline or propane; or

(2) Any container used in connection with any liquefied petroleum gases; provided, further, that no organization holding a retail license for sales of fireworks shall permit any motor vehicle to park within 15 feet of the exterior of any fireworks sales outlet or facility used to store fireworks. Such distance shall be measured from the closest point where such motor vehicle may be situated or any hazard or material may be located or is dispensed, vented, or stored above ground.

(B) No vegetation (in excess of three inches in height), flammable or combustible materials shall be allowed within ten feet from the exterior of any sales outlet or any facility used to store fireworks.

§ 12-63 SCREENING.

All windows, entryways and other openings on any sales outlet shall be covered by a screen, with squares or openings in the screen not more than one-quarter inch across; provided a sales outlet that allows for outside sales may have up to one foot of the space immediately above the sales counter area unscreened for the transaction of business. Screens shall be securely fastened to the sales outlet to prevent any gaps between the screen and the sales outlet.

§ 12-64 FIRE EXTINGUISHER.

At least one multipurpose fire extinguisher shall be furnished and maintained with a current annual inspection tag in all areas used for the sale and storage of fireworks. The extinguisher shall have a rating of at least 4-A for Class A fires. Two stored pressure water extinguishers with a capacity of at least 2-1/2 gallons each may be substituted for multipurpose extinguishers. The travel distance to any extinguisher required by this section shall not exceed 25 feet. At least one person shall be present at the sales outlet during all business hours who has been trained, and is able, to operate the fire extinguishing equipment. Such person shall be required to demonstrate such ability whenever requested by the fire department.

§ 12-65 ELECTRICAL SERVICE.

(A) Any electrical service used in any sales outlet shall comply with all provisions of the National Electrical Code, as then currently adopted by the city.

(B) Any extension cord used in, for or to any sales outlet or fireworks storage facility shall be designated as "heavy-duty" and shall have conductors of at least 14AWG and shall be protected from vehicle and pedestrian traffic at all times.

(C) No electrical cord shall be used in, for or to any sales outlet or fireworks storage facility in a manner that would increase the potential for fire or electric shock.

(D) Any portable generator used to supply power to any sales outlet or fireworks storage facility shall be placed at least ten feet from the sales outlet and storage facility.

(E) Generators and/or fuel supplies shall not be stored in any sales outlet or any fireworks storage facility.

§§ 12-66—12-75 RESERVED.

§ 12-76 LIMITED ISSUANCE OF RETAIL FIREWORKS LICENSES.

The City of Bellevue finds that there has been a proliferation of outlets for the sale of fireworks within the City and that such proliferation has placed an unacceptable burden on the fire marshal, the Bellevue Police Department, and other City departments in regulating the businesses. In addition, an increased use of fireworks within the City limits and surrounding areas has caused additional safety concerns. Therefore, licenses for the retail sale of fireworks may be issued to no more than 25 not-for-profit charitable, community or civic benevolent organizations which operate on a not-for-profit and benevolent basis within the City and meet the criteria set forth in this code.

§ 12-77 CITY CLERK TO ISSUE RETAIL LICENSES; APPLICATION FOR LICENSE.

(A) The City Clerk shall issue a single license to permit the sale of fireworks at retail to those duly organized and existing not-for-profit and benevolent organizations or associations meeting the criteria set forth in section 12-77(C) whose application has been approved for such purposes by the City Administrator. No person issued a retailer's license shall be authorized to purchase, sell, store, hold for sale, offer for sale, or accept delivery of any fireworks other than fireworks sold or distributed by a jobber or distributor that has been licensed by the City for such purposes.

(B) No application of any organization shall be approved by the City Administrator and no license to sell fireworks as a retailer shall be issued except to an organization that:

(1) Is a duly organized not-for-profit and benevolent organization or association that has been operating or doing business on a not-for-profit and benevolent basis within the City for at least one year prior to April 1 of the year in which the application required by this section is submitted and has actually conducted or engaged in community betterment activity during such period;

(2) Has been licensed by the State of Nebraska as a retailer; and

(3) Has made application for such license required by section 12-77(E).

(C) Notwithstanding any other provision of this code, no organization shall be eligible to receive a City retailer's license for the license year following any license year during which the organization:

(1) Failed to satisfactorily evidence the payment of all sales taxes applicable to the sales of fireworks by the organization for such license year or otherwise failed to comply with section 12-64, 12-65, 12-85; or

(2) Had a City retailer's license revoked by the City. Thereafter, an organization that was ineligible to receive a City retailer's license by application of section 12-77(C)(1) shall remain ineligible until such organization has paid the applicable sales tax for the deficient license year and has otherwise satisfactorily complied with section 12-64, 12-65, 12-85 for non-compliant license year to the extent possible.

(D) Application for a retailer's license shall be made to the City Clerk between April 1 and April 30 of each year; provided that in the event such date shall fall on a weekend or a day that is a holiday recognized by the City, such application shall be submitted no later than the close of business on the first business day of the City following such date. The City Clerk shall promptly forward each application to the City Administrator. No application shall be accepted unless the full application and supporting documentation is completed and submitted to the City Clerk at the time of submission. Applications shall only be supplemented if allowed by the City Administrator and only for good cause shown. Examples of good cause shall include, but not be limited to, information that is an applicant is waiting on from the State Fire Marshal, bond approval, or other state requirement that may be delayed. The application and any supplemental information shall be maintained in the office of the City Clerk.

(E) Application shall be made on a form provided by the City Clerk for such purposes and shall include the following:

(1) The identity, address and telephone number of a contact person for the organization, together with a copy of the retailer's license issued by the State to the organization.

(2) To the extent that the organization is required by law to register its existence or make some other filing in order to be authorized to lawfully operate or to conduct business in the State of Nebraska and/or the City, a certified copy from such appropriate governmental body or agency showing that at the time of the application the organization is existing, validly organized, in good standing and certified to do business or operate in the State of Nebraska; provided, however, that to the extent the organization is not so required (e.g., lodges, social, civic, fraternal and beneficial entities authorized under Neb. RS § 21-608), the organization shall include such information as may be necessary or appropriate to evidence to the City that it is validly organized, in good standing and able to do business in the City;

(3) Documentation evidencing that the organization is currently operating as a not-for-profit and benevolent organization or association within the City and otherwise meet the eligibility requirements set forth in section 12-77(B)(1);

(4) A verified statement identifying (by name and state license number) all distributors or jobbers with whom such organization will do business as a retailer during the year of application

if the license is issued, with appropriate documentation from the distributor or jobber supporting such statement;

(5) Documentation evidencing the organization's due payment of all sales taxes applicable to the sales of fireworks by the organization in the preceding year;

(6) A verified statement that, as a condition of the license, the organization:

(a) Agrees to purchase fireworks only from those distributors or jobbers that are identified in the statement submitted pursuant to section 12-77(E)(4) to whom a license for such purposes has been issued by the City;

(b) Agrees to comply with and abide by all provisions of this code, including any directive from the City in respect to this code or to the laws, rules or regulations of the State;

(c) Agrees to sell fireworks only from a single sales outlet meeting the requirement of this code at the approved location identified in its application by address or other suitable area description;

(d) Understands that any such license issued to the organization is personal to the organization and the organization agrees that it will not assign or transfer or attempt to assign or transfer the license in any manner; and

(e) Understands and agrees that the City is authorized and entitled, in its discretion, to revoke or suspend the organization's City retail license (and upon demand the organization shall immediately surrender its license to the city and cease selling any fireworks) upon the occurrence of any act, error or omission of the organization (including any of its members, officers, directors or agents) that results in:

1. A violation of any of the agreements or understandings set forth in this subsection 12-77(E)(6);

2. A violation of the laws, rules or regulation of the State pertaining to the sale or storing of fireworks that may, or does, result in the revocation or suspension of its State retailers license; or

3. A violation of sections 12-60 through 12-100 that constitutes an immediate threat, in the opinion of the fire inspector, to public health, safety or welfare;

(8) A verified statement that the organization understands that, in addition to the eligibility criteria otherwise set forth in this code, as a condition of being permitted to apply for a license, the organization shall:

(a) Have made the timely payment of all applicable sales and other taxes resulting from the retail sale of fireworks, including any related reporting obligations, under any similar license issued by the City in the preceding year; and

(b) Have made a timely and true and correct filing of any statement required by section 12-85.

(10) Any other information request on such form as may be appropriate in order that the City may ascertain that the organization shall have complied with any applicable provisions of this code;

(F) In any year, if more than 25 duly completed applications from eligible organizations are received by the City Clerk and have been approved by the City Administrator, then the City Clerk shall issue licenses from among such approved organizations as follows:

(1) Those organizations that were issued a similar license by the City in the immediately preceding license year shall be issued a license;

(2) In the event that after expiration of the appeal time as outlined in section (G) below for all organizations whose applications were not approved by the City Administrator (other than by application of section 12-77(B) or 12-77(C)), there are less than 25 organizations that have been issued a license by application of 12-77(F)(1), and there remain organizations whose applications were approved by the City Administrator, the City Clerk shall issue licenses to a number of approved organizations equal to a number that when added to the total of licenses issued for that year pursuant to section 12-77(F)(1) does not exceed 25 provided that the organization who received a license in the preceding year and whose appeal has been successful shall be accorded the same priority as if approved by the City Administrator. The organization to be issued a license pursuant to section 12-77(F)(2) shall be determined by lot in a manner the City Administrator finds to be appropriate.

(G) The City Administrator shall approve or deny all the applications of all organizations by no later than the second Monday in May in the year of the application. Any denial shall be made in

writing personally delivered or sent by regular mail addressed to the person designated in the application specifying the reasons for the denial. Any denial may be appealed to the City Council by written notice made to the City Administrator within ten (10) calendar days of the date of the denial; provided, however, no appeal shall be permitted because denial was the result of the application of sections 12-77(B) or 12-77(C) and no appeal shall be allowed to any organization denied a license by the application of section 12-77(F)(2). The city administrator shall schedule a hearing before the city council at the next available and regularly scheduled city council meeting that is at least five business days after receipt of such notice of appeal.

(H) Whenever an organization has been approved by the City Administrator or by a successful appeal to the City Council, no license shall be issued.

(1) Unless the organization shall first:

(a) Pay the City a license fee in the amount stated in the Master Fee Schedule in cash or by check representing then good funds;

(b) Furnish the bond required by section 12-79;

(c) File a copy of its State retail license with the City Clerk; and

(2) The inspection contemplated by section 12-81 has been successfully completed.

§ 12-78 RESERVED.

§ 12-79 BOND.

(A) No license may be issued to an organization for the retail sale of fireworks, unless the organization shall first furnish to the City a cash bond in the amount of \$1,000.00.

(B) Such bond shall be conditioned so that:

(1) The organization shall abide by any laws and regulations pertaining to the sale of fireworks, including all applicable provisions of sections 12-60 through 12-100, and

(2) That the organization shall thoroughly clean the location identified in its application where fireworks are to be stored or sold and remove any outlet, stand, booth or other facility and all debris from such location by 12:00 noon on July 7 of each year, unless July 7th falls on a weekend, then clean-up shall be completed by 12:00 noon on the following Monday.

(C) The bond shall be forfeited to the City in its entirety whenever the license issued to the organization is revoked by the City for any reason contemplated by section 12-77(E)(6) or whenever the organization shall not comply with the condition set forth in section 12-79(B)(2).

§ 12-80 LICENSING OF DISTRIBUTORS AND JOBBERS; FEES AND TAXES; REVOCATION OF LICENSE.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the City as a distributor or jobber unless such person is licensed as a distributor or jobber by the State of Nebraska and the City. No person shall be licensed as a distributor or jobber by the City unless such person shall register its State license with the City on a form provided by the City Clerk for such purposes on or before April 1 in the calendar year in which such activity is to be conducted and shall first pay the license fee imposed by section 12-80(D); provided however the registration shall not be permitted to any distributor or jobber (including any affiliate, subsidiary or other organization that is, directly or indirectly, owned, operated or controlled by any such distributor or jobber or by any person or individual owning, operating or controlling such distributor or jobber) if a jobber's or distributor's license previously issued by the City has been revoked.

(B) In the event such date shall fall on a weekend or a day that is a holiday recognized by the City, registration shall be made by no later than the close of business on the first business day of the City following such date.

(C) A City jobber's or distributor's license shall be valid only for the calendar year during which the State license is issued and the registration is made.

(D) Registration shall be made on a form provided by the City Clerk for such purposes and shall include:

(1) Identification of the license number and the pertinent nature of the license issued by the State, and

(2) All other information requested by the City as may be appropriate in order that the City may ascertain that such distributor or jobber is in compliance with the applicable provisions of this code; provided that such information shall be considered the confidential proprietary information of the organization and of the applicant/distributor/jobber and not subject to disclosure to the extent permitted by law. Such registration shall be accompanied by payment, by certified check, of a license fee in the amount stated in the Master Fee Schedule.

(E) Nothing in this section 12-80 shall be construed to permit any distributor or jobber to engage in the sale of fireworks at retail unless such distributor or jobber has been licensed for such sales in accordance with the provisions of section 12-77.

(F) All information submitted by any distributor or jobber pursuant to this section 12-80 shall be maintained and made available in the City Clerk's office.

(G) Any license issued pursuant to this section 12-80 shall not be construed to allow such distributor or jobber to sell, purchase or distribute any fireworks except to those distributors, jobbers and retailers licensed by the City for such activities.

(H) Each distributor's or jobber's license issued by the City shall be subject to immediate revocation or suspension by the City whenever the distributor or jobber shall sell, purchase or distribute fireworks to or from any retailer, jobber or distributor that is not appropriately licensed by the City at the time of the purchase, sale or distribution.

§ 12-81 INSPECTION REQUIRED; DUTY OF LICENSEE.

(A) No retail license may be issued to an organization whose application has been approved for the retail sale of fireworks, unless an inspection conducted by the fire inspector and any other appropriate inspector of the City of its sales outlet and storage facilities has determined the organization's conformity to and compliance with the code, including any land use regulations.

(B) The organization shall request the City in writing addressed to the City Clerk no later than 4:00 p.m. on June 23 of the appropriate calendar year to make such inspection. The City shall attempt to conduct such inspection within 24 hours after the request has been made. The inspector(s) shall advise the City Clerk at such time as the inspection has determined that such organization is in compliance with the requirements of the code.

(C) Nothing in this shall preclude the City from subsequently revoking, suspending or demanding the surrender of the organization's retail license.

§ 12-82 DISPLAY OF RETAIL LICENSE.

Any retail license issued by the City shall be prominently displayed at all times at the sales outlet.

§ 12-83 DURATION.

Any retail license issued by the City shall be valid only for the calendar year in which issued.

§ 12-84 AGE OF SELLERS AND PURCHASERS.

(A) Any person actually selling or offering for sale any fireworks in the City shall be at least 14 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks who is not 14 years of age, provided however that someone over the age of 16 shall be present at all times.

(B) No person actually selling or offering for sale any fireworks in the City shall sell or offer to sell fireworks to any person who is under 16 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks to any person who is under 16 years of age.

§ 12-85 STATEMENT OF PROFITS AND EXPENSES.

(A) Each organization that has received a retail license pursuant to section 12-77 shall file with the City Clerk on or before September 30, a detailed verified statement providing the following information:

(1) The total dollar amount paid by all patrons for fireworks at the sales outlet during the license period, including, separately stated, the amount of sales tax collected by the organization and to be paid in connection with such sales, including the manner and means of calculating the same; and

(2) Such other information as the City shall consider appropriate.

(B) Such statement shall be filed on a form that the City Clerk has prepared for such purposes.

(C) The form shall be maintained and made available in the office of the City Clerk.

§ 12-86 VIOLATIONS.

Any person or any licensee who violates any of the provisions of sections 12-59, 12-60, 12-61, 12-64, 12-82 or 12-84 shall be deemed guilty of a misdemeanor in addition to any fine or penalty for such violation as may otherwise be provided in sections 12-60 through 12-100.

§§ 12-87—12-100 RESERVED.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
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:

Ordinance pertaining to the adoption of the 2021 International Fire Code

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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:

Approve ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

1. Ordinance 4031	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:

A. Bree Rolins
[Signature]
[Signature]

ORDINANCE NO. 4031

AN ORDINANCE TO AMEND SECTIONS 12-2, 12-36 THROUGH 12-36.1 AND 12-170 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE BELLEVUE FIRE PREVENTION CODE; TO REPEAL SECTIONS 12-2, 12-36 THROUGH 12-36.1 AND 12-170 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 12-2 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 12-2. Fire Hydrants generally

(a) No building shall be erected within the city limits and within the extra-territorial zoning jurisdiction of the city, unless it shall be protected by sufficient approved type fire hydrants in accordance with Section ~~506~~ 507 Fire Protection Water Supplies and Appendix B Fire Flow Required for Buildings of the ~~2012~~ 2021 International Fire Code.

(b) Where compliance with this section requires the installation of private hydrants, such hydrants will be installed at the expense of the property owner requiring such hydrants. These hydrants shall be served by a minimum of a 6-inch main and shall be certified, inspected, flow tested, and maintained by the Metropolitan Utilities District.

(c) All fire hydrant systems shall meet the approval of the fire department as to installation and location. Plans and specifications shall be submitted to the fire department for review and approval prior to construction.

(d) Building construction or storage areas shall not be started prior to the hydrant system being placed in service.

Section 2. That Section 12-36 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 12-36. Adoption of International Fire Code

There is hereby adopted by the city of Bellevue, Nebraska, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the ~~2012~~ 2021 International Fire Code, being particular the edition in use the year of which shall correspond with the same year of the building code being currently used by the City of Bellevue, including appendices, of which code not less than three (3) copies have been and are now filed in the office of the Fire Marshal, and the same is hereby adopted and incorporated as fully set out at length herein; provided that whenever any provision shall conflict with the provisions of the City Code, or any other City ordinance, the provision of the City Code or other such ordinance shall govern.

Section 3. That Section 12-36.1 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 12-36.1 Amendments and changes to code adopted in Sec 12-36 adoption of International Fire Code.

(A) The International Fire Code, ~~2012~~ 2021 Edition, is amended and changed in the following respects:

(1) **Amend Section 308.1.4 Open flame cooking devices.** By deleting exception 2 and by changing exception 3 to read as follows:

Exceptions:

2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds.

(2) **Amend Section 503.2.1 Dimensions.** Change “20 feet” to “24 feet”.

(3) **Delete Section 503.2.7 Grade,** and substitute the following language:

“The grade of the fire apparatus access road shall be a maximum of 10%”

(4) **Delete Section 507.5.3 (1)** and substitute the following language:

Private fire hydrants (all types) shall be certified, inspected, flow tested, and maintained by the Metropolitan Utilities District.

(5) **Section 609.1 General.** Insert “and NFPA 96”

(6) **Section 903.2.8 Group R.** Add Exception to read as follows.

Exception: Sprinkler systems are not required in R-3 One- and two-family dwellings, or Townhouses that are separated into separate buildings by a common two (2) hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263. Such walls shall not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical, cable and telephone installations are permitted, but shall be installed in accordance with the adopted electrical code in Chapter 10 of the Bellevue City Code. Penetrations of electrical boxes shall be in accordance with Section R302.4 2012 IRC.

~~(7) **Section 903.2.12 During Construction.** Change “Section 3313” to “Section 3314”~~

~~(8)~~(7) **Amend Section 3405.1 Individual piles.** Add new first sentence, “These regulations shall apply to outdoor storage of tires where fifty (50) or more tires are stored”. Change “5,000 square feet (464.5 M2)” to “2,500 square feet (232.3 M2)” and change “50,000 cubic feet (1416 M3)” to “25,000 cubic feet (707.92 M3)”. Add, “A maximum of two tire piles may be established on a single site”.

~~(9)~~(8) **Delete Section 3405.6**

~~(10)~~(9) **Add Section 3405.8 Bond.** Add as a new Section to read as follows:

Bond. As a condition of the issuance or continuation of any permit authorizing the outdoor storage of tires, the applicant or permittee shall file with the city clerk a bond in favor of the City, with good and sufficient surety, in the amount of \$20,000. This bond shall be conditioned that the applicant or permittee, as principal, shall faithfully perform all of the requirements imposed upon the outdoor tire storage operation by federal, state, and local law; and shall perform such cleanup, moving or removal of tires as is required by federal, state or local law. This section shall apply immediately to all applications or renewal requests submitted after the effective date of this Section.

Holders of permits as of the effective date of this Section shall file the required bond within 90 days of the effective date of this Section.

Once every two (2) years after the effective date of this Section, the City shall inspect all sites licensed under this Section. If such an inspection finds that the fair and reasonable cost to lawfully remove and dispose of all tires stored on the site exceeds \$20,000, then the amount of the required bond for that site shall be immediately increased to equal that cost. In such case, the license holder shall be so notified, and shall provide the required bond within thirty (30) days. Nothing in this Section shall be construed to permit the storage of a volume of tires in excess of that which is otherwise allowed by law.

~~(11)~~**(10) Amend Section 3407.1 Where required.** To read as follows:

Where required. A firmly anchored fence or other approved method of security that controls unauthorized access to the storage yard shall surround the storage yard.

~~(12)~~**(11) Amend Section 3407.2 Construction.** Change “6 feet (1829mm) high” to “10 feet (2048mm high)”.

~~(13)~~**(12) Amend Section 3504.2.1 When required.** Change “30 minutes” to “2 hours” and change “extend” to “modify”

~~(14)~~**(13) Amend Section 5601.1.3 Fireworks.**

Delete Exceptions 1 and 2 and renumber 3 and 4.

~~(15)~~**(14) Amend Appendix D Fire Apparatus Access Roads:** Change all 20 feet widths to 24 feet widths.

(B) ~~Chapter 80~~ The following Reference Standards for this Fire Code are amended as follows:

(1) Change “ICCEC-~~12~~ 21 ICC Electrical Code” to “Electrical Code: The electrical code for this jurisdiction shall be as adopted by Chapter 10 of the Bellevue Municipal Code and all codes adopted therein”

(2) Change “IBC-~~12~~ 21 International Building Code” to Building Code: The building code for the jurisdiction shall be as adopted by Chapter 8 of the Bellevue Municipal Code and all codes adopted therein”.

(3) Delete “IEBC-~~12~~ 21 International Existing Building Code”.

(4) Change “IFGC-~~12~~ 21 International Fuel Gas Code” to “Fuel Gas Code: The fuel gas code for this jurisdiction shall be as adopted in Chapter 27 to the Bellevue Municipal Code”.

(5) Change “IMC-~~12~~ 21 International Mechanical Code” to “Mechanical Code: The mechanical code for this jurisdiction shall be as adopted by Chapter 27 of the Bellevue Municipal Code”.

(6) Change “IPC-~~12~~ 21 International Plumbing Code” to “Plumbing Code: The plumbing code for this jurisdiction shall be as adopted by Chapter 27 of the Bellevue Municipal Code”.

(7) Change “IRC-~~12~~ 21 International Residential Code” to “International Residential Code: The International Residential Code shall be as adopted by Chapter 8 of the Bellevue Municipal Code”.

(8) Delete. “IUWIC-~~12~~ 21 International Urban-Wildlife Interface Code”.

Section 4. That Sections 12-170 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec.12-170. Signs

All signs shall meet the requirements of the ~~2012~~ 2021 International Fire Code, Appendix D. If there is a curb along the fire lane, the curb shall be painted red.

Section 5. That Sections 12-2, 12-36 through 12-36.1 and 12-170 of Chapter1 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 6. This Ordinance shall be published in pamphlet form.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Mayor

Attest:

City Clerk

First Reading 04/06/2021

APPROVED AS TO FORM:

Second Reading _____

City Attorney

Third reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
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:

Ordinance pertaining to the adoption of the 2021 International Building Code, International Residential Code & the 2018 International Energy Conservation Code.

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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 ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

1. Ordinance 4032	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:

A. Breyer-Robin
[Signature]
[Signature]

ORDINANCE NO. 4032

AN ORDINANCE TO AMEND SECTIONS ~~8-17~~ 8-16 THROUGH 8-18 OF CHAPTER 8 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE INTERNATIONAL BUILDING CODE WITH AMENDMENTS AND CHANGES; TO REPEAL SECTIONS ~~8-17~~ 8-16 THROUGH 8-18 OF CHAPTER 8 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THE ORDINANCE BY PAMPHLET; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Section ~~8-17~~ 8-16 through 8-18 of Chapter 8 of the Bellevue City Code is hereby amended to read as follows:

§ Sec. 8-16 STATE BUILDING CODE ADOPTED.

(A) By this reference there is hereby ~~adopted~~ created the State Building Code as such code is identified by Neb. RS § 71-6403 (~~1943~~), Reissue of ~~2009 and 2010~~ 2019 Cum. Supp.

(1) The International Building Code (IBC), chapter 13 of the 2009 2018 Edition, and all but such chapter of the 2018 edition, published by the International Code Council, except that (i) section 305.2.3 applies to a care facility for twelve or fewer persons;

(2) The International Residential Code (IRC), chapter 11 of the 2009-2018 Edition, and all but such chapter of the 2018 edition except section R313, published by the International Code Council;

(3) The International Existing Building Code, 2009 2018 Edition, published by the International Code Council.

(B) Notwithstanding any provision in section 8-16 (A), in the event that any provision in the state building code shall conflict with this chapter, any other provision of the Bellevue City Code, ~~including any provision of sections 8-17, 8-18 or 8-18.5~~, or any other applicable ordinances adopted by the City of Bellevue, the applicable provision of the Bellevue City Code or ordinance shall prevail.

(C) The foregoing matters are made a part of the Bellevue City Code as though fully set out herein; provided, however, that three copies of each such code shall be separately maintained on file in the office of the Permits and Inspections Department and shall remain there for public use and inspection.

Sec. 8-17. Building codes adopted.

(A) The following codes are hereby adopted and shall be considered the building codes for the City:

(1) The International Building Code, ~~2012~~ 2021 Edition, Chapters 2-29, 31-~~34~~ 35, inclusive;

(2) Appendix C, Group U-Agricultural Buildings; E, Supplemental Accessibility Requirements; Appendix F, Rodent Proofing; Appendix G, Flood Resistant Construction; Appendix I, Patio Covers and Appendix J, Grading, of the International Building Code, ~~2012~~ 2021 Edition;

(3) The International Residential Code, ~~2012~~ 2021 Edition, Chapters 2-24 inclusive: and Chapter 44;

(4) Appendix AJ Existing Buildings and Structures.

~~(4)~~(5) Appendix ~~AK~~ AK "Sound Transmission", of the International Residential Code, ~~2012-2021~~ 2021 Edition;

~~(5)(6)~~ The International Energy Conservation Code, ~~2009~~ 2018 Edition;

- (B) The following chapters are specifically excluded and shall not be considered as part of the building code for the city:
- (1) Appendix Chapters A, B, H, K, L, M, N and O of the International Building Code, ~~2012~~ 2021 Edition;
- (C) The ~~2012~~ 2021 International Residential Code shall apply to the construction, alteration, enlargement, replacement or repair of detached one (1) and two (2) family dwellings and their accessory structures, and any new construction required as a result of moving a one (1) or two (2) family dwelling. The 2012 International Building Code shall apply to the construction, alteration, enlargement, replacement or repair of all other buildings and structures, and any new construction required as a result of moving any other building.
- (D) Sections of these codes that are modified amended or deleted elsewhere in this article. Three (3) copies of the International Building Code ~~2012~~ 2021 Edition, the International Residential Code ~~2012~~ 2021 Edition, and the International Energy Conservation Code ~~2009~~ 2018 Edition, are to be retained on file with the Permits and Inspections Division and shall there remain for public use and inspection. These codes shall be in effect within the limits of the city and its two-mile zoning “jurisdiction”.

Section 2. That Section 8-18 of Chapter 8 of the Bellevue City Code is hereby amended to read as follows:

Sec. 8-18. Amendments and changes to codes adopted in Section 8-17.

- (A) The ~~2012~~ 2021 International Building Code is hereby amended, altered, modified and changed in the following respects:

- (1) **Amend Section 202, Definitions, by adding the following definitions:**

ELECTRICAL CODE: The electrical code for this jurisdiction shall be Chapter 10 of the Bellevue City Code.

FIRE CODE: The fire code for this jurisdiction shall be Chapter 12 of the Bellevue City Code and all codes adopted therein.

FUEL GAS CODE: The fuel gas code for this jurisdiction shall be the International Fuel Gas Code.

ICC ELECTRICAL CODE: Wherever reference is made to the ICC Electrical Code it shall mean “Electrical Code”. See definition for “Electrical Code”.

INTERNATIONAL FIRE CODE: Whenever reference is made to the International Fire Code it shall mean “Fire Code”.

INTERNATIONAL MECHANICAL CODE: Whenever reference is made to the International Mechanical Code. it shall mean “Mechanical Code” See definition for “Mechanical code.

INTERNATIONAL PLUMBING CODE: Wherever reference is made to the International Plumbing Code it shall mean “Plumbing Code”. See definition for “Plumbing Code”.

MECHANICAL CODE: The mechanical code for this jurisdiction shall be Article VII Chapter 27 of the Bellevue City Code.

PLUMBING CODE: The plumbing code for this jurisdiction shall be Article IV Chapter 27 of the Bellevue City Code.

- (2) **Section 1503.7. Rain water. Add a new section as follow:**

When roofs are sloped to drain over the edge, scuppers or gutters and down spouts, adequately sized, pitched, and supported, shall be installed to conduct

rain water to ground level. Rain water shall be discharged at least three (3) feet away from the building foundation in a direction parallel to the adjoining property line when the discharge point is within twenty (20) feet of the adjoining property line.

Exception: Structures with no sub-grade spaces.

(3) **Section 1807.1.4. Permanent Wood Foundation Systems.**

Delete this section in its entirety.

(4) **Section 1809.12. Timber footings.**

Delete this section in its entirety.

(5) **Section 1809.5 Frost protection. Delete this section and the exceptions in their entirety and replace with:**

Except where erected on solid rock or otherwise protected from frost, foundation walls, piers, and other permanent supports of buildings and structures larger than *seven* hundred fifty (750) square feet in area or ten (10) feet in height shall extend below the established frost line. The established frost line shall be 42 inches below the exterior grade of the structure.

Exceptions:

1. The bottom surface of footings for unattached garages and accessory structures of wood or metal not more than seven hundred fifty (750) square feet in area shall not be less than one (1) foot below grade.

2. The bottom surface of foundations that bear on rock surfaces is not required to be below the established frost line provided the rock does not have seams or cracks or contain disintegrated material that could serve as reservoirs for water which could be subject to freezing.

(7) **Chapter 29, Plumbing Systems. Delete this chapter in its entirety and change to read as follows:**

Plumbing systems shall be installed in accordance with Chapter 27 of the Bellevue City Code.

(B) The 2018 International Energy Conservation Code is hereby amended, altered, modified and changed in the following respects:

(1) **Amend Section R303.3 Maintenance information, by deleting the second and third sentences from this section.**

(2) **Amend Table R402.1.2, by changing climate zone 5 and Marine 4 – Basement Wall R-value to read as follows:**

13

(3) **Section R402.4.1.2 testing:**

Delete this section in its entirety.

(4) **Amend Section R403.3.3 Duct Testing (mandatory), by adding exception 3 to read as follows:**

Exception 3. A duct air-leakage test shall not be required for ducts that are sprayed with closed cell foam.

(5) **Amend Section R403.3.5 Building Cavities (mandatory), by adding an exception as follows:**

Exception: Interior building cavities may be used as ducts or plenums for return air when completely panned and sealed.

(6) **Amend Section R403.5.1.1 Circulation systems to read as follows:**

Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold-water supply pipe. Gravity and thermosyphon circulation systems shall be prohibited. Controls for circulation hot water system pumps shall start the pump based on the identification of a demand for hot water within the occupancy. The controls may automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is no demand for hot water.

(7) **Amend Section R403.6 Mechanical ventilation (Mandatory), to read as follows:**

When buildings and dwelling units are provided with mechanical ventilation it shall meet the requirements of Section M1505 of the International Residential Code or with other approved means of ventilation. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

(8) **Delete Section R403.8 Systems serving multiple dwelling units in its entirety.**

Section 3. That Sections 8-16, 8-17 and 8-18 of Chapter 8 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 4. This Ordinance shall be published in pamphlet form.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Mayor

Attest:

City Clerk

First Reading 04/06/2021

APPROVED AS TO FORM:

Second Reading _____

City Attorney

Third reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
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:

Ordinance pertaining to the amendments of the 2021 International Residential Code.

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: <input type="text" value="NO"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="19"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

1. Ordinance 4033	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:

A. Bruce Robinson

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

ORDINANCE NO 4033

AN ORDINANCE TO AMEND SECTION 8-18.6 OF CHAPTER 8 OF THE BELLEVUE CITY CODE PERTAINING TO THE AMENDMENTS AND CHANGES TO THE INTERNATIONAL RESIDENTIAL CODE, ~~2012~~ 2021 EDITION; TO REPEAL SECTION 8-18.6 OF CHAPTER 8 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE BY PAMPHLET; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 8-18.6 of Chapter 8 of the Bellevue City code is hereby amended to provide as follows:

Sec. 8-18.6. Amendments and changes to the International Residential Code, ~~2012~~ 2021 Edition.

(A) The International Residential Code, ~~2012~~ 2021 Edition, is amended and changed in the following respects:

(1) **Amend Section R202 Definitions, by adding the following definition:**

Sleeping Room. Any room in the house that is greater than seventy (70) square feet, has a built-in closet space and typically could be used as a bedroom. This does not include rooms used for cooking, eating, family living or gathering and excludes bathrooms, toilet rooms, halls, storage, utility and workshop space and all unconditioned space.

(2) **Amend Table R301.2(~~4~~) Climatic and Geographic Design Criteria, by adding the following:**

Table R301.2 (~~4~~) Climatic and Geographic Design Criteria

Ground SNOW LOAD	WIND SPEED (mph)	SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMP	FLOOD HAZARDS	ICE BARRIER REQ'D	AIR FREEZING INDEX	MEAN ANNUAL TEMP
			Weathering a	Frost Line Mph'	Termite	Decay					
25	90 115	A	Severe	42"	M-H	S-M	-3	1971	YES	1680	51.2°

MANUAL J DESIGN CRITERIA

Elevation	Altitude Correction	Coincident Wet bulb	Indoor winter design temperature dry	Indoor winter design dry – bulb temperature	Outdoor Winter dry design temperature	Heating temperature difference
1,033	N/A	77% Humidity		70 F	1 F	69 F
Latitude	Daily range	Indoor summer design humidity	Indoor summer	Indoor summer design temperature	Outdoor summer design temperature	Cooling temperature difference
41.1543623		50%		75 F	91 F	16 F

(3) **Amend Table R301.5 Minimum Uniformly Distributed Live Load, by changing the number “30” (live load for sleeping rooms) and replacing it with the number “40”**

(4) **Amend Section: R302.2 Townhouses. To read as follows:**

Each townhouse shall be considered a separate building and shall be separated by a common two (2) hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263. Such walls shall not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical, cable and telephone installations are permitted, but shall be installed in raceways and metallic outlet boxes. Electrical installation shall be installed in accordance with the adopted electrical code in Chapter 10 of the Bellevue City Code. Penetrations of electrical boxes shall be in accordance with Section R302.4.

Exception: A common 1-hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263 is permitted for townhouses equipped with an automatic sprinkler system installed in accordance with NFPA 13, provided the common wall does not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and underside of the roof sheathing. Electrical installations shall be installed in accordance with the adopted electrical code in Chapter 10 of the Bellevue City Code. Penetrations of electrical outlet boxes shall be in accordance with Section R302.4.

- (5) **Amend Section: R302.3 Two family dwellings. Delete exception #1 in its entirety.**
- (6) **Amend Section R307.1 Space required, to provide as follows:**

Fixtures shall be spaced as per Chapter 27 of the Bellevue Plumbing Code.

Delete Figure 307.1 Minimum fixture clearances, in its entirety.
- (7) **Delete R309.5 Fire sprinklers. Delete this section in its entirety.**
- (8) **Amend Section R310.1 Emergency escape and rescue opening required. Delete exception #2 in its entirety.**
- (9) **Amend Section R310.6 Dwelling additions. Delete exception #3 in its entirety.**
- (10) **Amend Section R310.7 Alterations or repairs of existing basements. to read as follows:**

An emergency escape and rescue opening is required where existing basements undergo alterations or repairs.

Exception: New sleeping rooms created in an existing basement shall be provided with emergency escape and rescue openings in accordance with Section R310.1
- (11) **Amend Section R311.3.1 Floor elevations at the required front door, to read as follows:**

The landing or floor on the exterior side shall be not more than 7-3/4" (196mm) below the top of the interior finished floor provided that the door does not swing over the landing or floor.
- (12) **Amend Section R311.3.2 Floor elevations at other exterior doors, to read as follows:**

Doors other than the required egress door shall be provided with landings or floors not more than 7-3/4" (196mm) below the top of the finished floor.

Exception: A top landing is not required where a stairway of not more than three risers is located on the exterior side of the door, provided that the door does not swing over the stairway.
- ~~(7)~~(13) **Amend Section R311.7.2 Headroom. Add the Following as a second paragraph:**

The Building Official shall have the authority to waive the requirements of this section where pre-existing conditions will not allow the requirements to be met.
- ~~(8)~~(14) **Amend Section: R311.7.8.2-4Continuity. Add exception 3 to read as follows:**

Exception 3. Handrails for stairways shall be permitted to have no more than a 4" break due to wall offsets and other ornamental features.
- (9) **~~Amend Section R312.1.3 Guard opening limitations, by adding exception 3 to read as following:~~**

~~Exception 3. Required guard rail openings on decks, balconies and openings between floors shall not be constructed with horizontal rails or other ornamental patterns that result in a ladder effect.~~

(10)(15) Amend Section R313.1 Townhouse automatic fire sprinkler systems, to read as follows:

An automatic residential fire sprinkler system is not required to be installed in townhouses.

(11)(16) Amend Section R313.1.1 Design and installation, to read as follows:

Design and installation for non-required systems. When a non-required automatic residential fire sprinkler system is intended to be installed within a townhouse, the system shall be designed and installed in accordance with NFPA 13 NFPA 13D or NFPA 13R.

(12)(17) Amend Section R313.2 One- and two-family dwellings automatic fire systems, to read as follows:

An automatic residential fire sprinkler system is not required to be installed in one- and two-family dwellings.

(13)(18) Amend Section R313.2.1 Design and Installation, to read as follows:

Design and installation of non-required systems. When an automatic residential fire sprinkler system is intended to be installed, it shall be designed and installed in accordance with NFPA 13, NFPA 13D or NFPA 13R.

(14)(19) Amend Section: R317.1 Location required. Change location #2 to read as follows:

All wood framing members, sills, or plates that rest on concrete or masonry walls.

(20) Delete Section R317.1.1 Field treatment. Delete this section in its entirety.

(21) Amend Section R318.1 Subterranean termite control methods., by deleting method #5 in its entirety and renumbering #6 to #5.

(22) Delete Section R318.1.2 Field treatment. Delete this section in its entirety.

(23) Delete Section R318.3 Barriers. Delete this section in its entirety.

(15) ~~Amend Section R322.2.1 Elevation requirements. Change requirement 1 to read as follows:~~

~~1. Buildings and structures shall have the lowest floors elevated to a level one (1) foot minimum above the design flood elevation.~~

(24) Amend Section R326 Habitable attic, and subsections R326.1, R326.2 and R326.3 to read as follows:

A habitable attic shall not be considered a story where complying with all of the following requirements:

1. The occupiable floor area is not less than 70 square feet (6.5 m²), in accordance with Section R304.
2. The occupiable floor area has a ceiling height in accordance with Section R305.
3. The occupiable space is enclosed by the roof assembly above, knee walls (if applicable) on the sides and the floor-ceiling assembly below.

4. The floor of the occupiable space shall not extend beyond the exterior walls of the floor below.

(16)(25) Amend Section R403.1.4.1 Frost protection, to read as follows:

Except where otherwise protected from frost, foundation walls, piers, and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extended below the frost line specified in Table R301.2 ~~(4)~~.
2. ~~Constructed in accordance with ASCE 32; or~~
3. 2. Erected on solid rock.

Exceptions:

1. Protection of freestanding accessory structures with an area of 750 square feet or less, of light framed construction, with an eave height of ten feet or less shall not be required.
2. Protection of freestanding accessory structures with an area of 400 square feet or less, of other than light framed construction, with an eave height of ten feet or less shall not be required.
3. ~~Decks not supported by a dwelling need not be provided with footings that extend below the frost line.~~

Footings shall not bear on frozen soil unless the frozen condition is permanent.

General note:

1. Deck footings shall be twice the diameter of the supporting member.

(17)(26) Delete Section R403.3 Frost protection shallow footings in its entirety.

(18)(27) Delete Table R403.3 (1) in its entirety.

(19)(28) Delete Figures R403.3 (1), R403.3 (3), R403.3 (4) and R403.4.(1) in their entirety.

(20)(29) Delete Sections R403.3.1, R403.3.1.1, R403.3.1.2, R403.3.2, R403.3.3, R403.3.4 and R403.4.1 in their entirety.

(30) Delete Section R404.1.8 Rubble stone masonry in its entirety.

(31) Delete Section R404.2 Wood foundation walls, and subsections R404.2.1, R404.2.2, R404.2.3, R404.2.4, R404.2.5 and R404.2.6 in their entirety.

(21)(32) Change Section R502.6.2 Joist Framing, to read as follows:

Joist framed into the side of a wood girder shall be supported by approved framing anchors.

(33) Amend Section 507.3 Footings. Delete all exceptions and amend to read as follows:

Decks shall be supported on concrete footings or other approved structural systems designed to accommodate all loads in accordance with Section R301. Deck footings shall extend below the frost line specified in Table R301.2 in accordance with Section R403.1.4.1 and sized to carry the imposed loads from the deck structure to the ground as shown in Table R507.3.1

(34) Amend Section 507.3.1 Minimum size. Amend to read as follows:

The minimum size of concrete footings shall be in accordance with Table R507.3.1, and allowable soil-bearing pressure of 1,500^a pounds per square foot.

- a. Where the building official determines that in-place soils with and allowable bearing capacity of less than 1,500 psf are likely to be present at the site, the allowable bearing capacity shall be determined by a soil investigation.

(35) Delete Table R507.3.1 in its entirety and replace with new Table R507.3.1 Minimum Footing Sizes for Decks.

TABLE R507.3.1 MINIMUM FOOTING SIZES FOR DECKS

<u>Footing Depth</u>	<u>Footing Diameter Allowed (1,500 psf soil-bearing pressure)</u>						
	<u>8" diam</u>	<u>10" diam</u>	<u>12" diam</u>	<u>14" diam</u>	<u>16" diam</u>	<u>18" diam</u>	<u>20" diam</u>
<u>42"</u>	<u><941 lbs</u>	<u><1340 lbs</u>	<u><1805 lbs</u>	<u><2334 lbs</u>	<u><2930 lbs</u>	<u><3591 lbs</u>	<u><4316 lbs</u>
<u>48"</u>	<u><1481 lbs</u>	<u><2071 lbs</u>	<u><2747lbs</u>	<u><3509 lbs</u>	<u><4360lbs</u>	<u><5298 lbs</u>	<u><6323 lbs</u>
<u>Post diam</u>	<u>4x4</u>	<u>4x4</u>	<u>6x6</u>	<u>6x6</u>	<u>Engineered</u>	<u>Engineered</u>	<u>Engineered</u>

(36) Amend Section R507.4 Deck posts. To read as follows:

For single-level decks, wood post size shall be in accordance with Table R507.3.1 and post height in accordance with Table R507.4

(37) Delete Table R507.4 and replace with new Table R507.4

TABLE R507.4 DECK POST HEIGHT

<u>DECK POST SIZE</u>	<u>MAXIMUM HEIGHT (FEET-INCHES)</u>
<u>4X4</u>	<u>6</u>
<u>4X6</u>	<u>8</u>
<u>6X6</u>	<u>14</u>
<u>8X8</u>	<u>14</u>

(22)(38) Amend Section R903.4 Roof drainage, add to existing paragraph as follows:

When roofs are sloped to drain over the edge, scuppers or gutters and down spouts, adequately sized, pitched and supported, shall be installed to conduct rain water to ground level. Rain water shall be discharged at least three (3) feet away from the building foundation in a direction parallel to the adjoining property line.

Exception: Structures with no sub-grade spaces.

(39) Delete Section R908.3.1 Roof recover in its entirety.

(40) Amend Section R908.3.1.1 Roof recover not allowed to read as follow:

A roof recover shall not be permitted.

(41) Delete Chapter 11, Energy Efficiency. Delete this chapter in its entirety and change to read as follows:

One- and Two-Family Dwellings shall be designed and constructed in accordance with the 2018 International Energy Conservation Code as amended in chapter 8, section 8-18 (B) of the Bellevue City Code.

(23)(42) Delete Chapter 25 through Chapter 32 in their entirety and substitute the same with the following:

- a. The plumbing requirements shall conform to the provisions of Chapter 27 of the Bellevue City Code.

b. When installed; Fire sprinkler systems shall be installed in accordance with NFPA 13, NFPA 13D or NFPA 13R.

~~(24)~~(43) Delete Chapter 33 through Chapter 42 in their entirety and substitute the same with the following:

a. The storm drainage requirements shall conform to the provisions of Chapter 27 of the Bellevue City Code.

b. The electrical requirements shall conform to the provisions of Chapter 10 of the Bellevue City Code.

Section 2. That Section 8-18.6 of Chapter 8 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 3. This Ordinance shall be published in pamphlet form.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Mayor

Attest:

City Clerk

First Reading 04/06/2021

APPROVED AS TO FORM:

Second Reading _____

City Attorney

Third reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
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:

Ordinance pertaining to the adoption of the 2021 International Mechanical Code.

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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 ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

1. Ordinance 4054	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: _____

A. Bruce Rollins
[Signature]
[Signature]

ORDINANCE NO. 4034

AN ORDINANCE TO AMEND SECTIONS 27-196 THROUGH 27-196.1 OF CHAPTER 27 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE; TO REPEAL SECTIONS 27-196 THROUGH 27-196.1 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE BY PAMPHLET; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That section 27-196 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-196. Adopted.

The International Mechanical Code, ~~2012~~ 2021 Edition, published by the International Code Council, Inc., is hereby adopted by reference and made a part of this division as though set out in full herein; provided that whenever any provisions of the International Mechanical Code conflict with the provisions of the City Code or any other City Ordinance, the provisions of the City Code or such City Ordinance shall govern. Three (3) copies of the International Mechanical Code, ~~2012~~ 2021 Edition, are on file in the office of the Permits and Inspections Department and shall there remain for public use and inspection.

Section 2. That Section 27-196.1 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-196.1. Amendments and changes to the International Mechanical Code, ~~2012~~ 2021 Edition.

(A) The International Mechanical Code, ~~2012~~ 2021 Edition, is amended and changed in the following respects:

(1) **Delete Chapter 1 Administration, in its entirety.**

(2) **Amend Section 401.2 Ventilation required. To read as follows:**

Every occupied space shall be ventilated by natural means in accordance with Section 402 or If needed by mechanical means in accordance with Section 403.

(3) **Amend Section 403.2.1 Recirculation of air. To read as follows:**

The outdoor air provided by Section 403.3 shall not be recirculated. Air in excess of that provided by Section 403.3 shall not be prohibited from being recirculated as a component of supply air to building spaces, except that:

(1) Ventilation air shall not be recirculated from one dwelling to another or to dissimilar occupancies.

(2) Supply air to a swimming pool and associated deck areas shall not be recirculated unless such air is dehumidified to maintain the relative humidity of the area at 60 percent or less. Air from this area shall not be recirculated to other spaces where more than 10 percent of the resulting supply airstream consists of air recirculated from these spaces.

(3) Where mechanical exhaust is required by Note b in Table 403.3.1.1, recirculation of air from such spaces shall be prohibited. Recirculation of air that is contained completely within such spaces is prohibited, all air supplied to such spaces shall be exhausted, including any air in excess of that required by Table 403.3.1.1

(4) Where mechanical exhaust is required by note g in Table 403.3.1.1, mechanical exhaust is required and recirculation from such spaces is prohibited where more than 10 percent of the resulting supply airstream consists of air recirculated from these spaces. Recirculation of air that is contained completely within such spaces shall not be prohibited.

(4) Amend Section 403.3 Outdoor air and local exhaust airflow rates. To read as follows:

When group R-2, R-3 and R-4 occupancies three stories and less in height above grade plane are provided with outdoor air and local exhaust they shall be in accordance with Section 403.3.2 Other buildings intended to be occupied may be provided with outdoor air and local exhaust in accordance with Section 403.3.1.

(5) Section 508.1.1 Makeup air temperature.

Delete this section in its entirety.

(6) Section 1101.9 Locking access port caps.

Delete this section in its entirety.

Section 3. That Sections 27-196 and 27-196.1 of Chapter 27 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 4. This Ordinance shall be published in pamphlet form.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Mayor

Attest:

City Clerk

First Reading 04/06/2021

APPROVED AS TO FORM:

Second Reading _____

City Attorney

Third reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13f.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Mike Christensen	Permits & Inspections
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:

Ordinance pertaining to the adoption of the 2021 Uniform Plumbing Code, Uniform Swimming Pool, Spa and Hot Tub Code & the 2021 International Fuel Gas Code

SYNOPSIS/BACKGROUND:

It is time for the City of Bellevue to update our codes to the current codes available.

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 ordinance to adopt code updates for the City of Bellevue.

ATTACHMENTS:

1. Ordinance 4035	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: A. Bree Roblin

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

ORDINANCE NO .4035

AN ORDINANCE TO AMEND SECTIONS 27-85 THROUGH 27-87 OF CHAPTER 27 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE UNIFORM PLUMBING CODE; TO AMEND SECTION 27-85.1 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE; TO AMEND SECTION 27-86 OF THE BELLEVUE CITY CODE BY ADOPTING THE ~~2012~~ 2021 EDITION OF THE UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE; TO AMEND SECTION 27-87 OF THE BELLEVUE CITY CODE PERTAINING TO THE AMENDMENTS AND CHANGES TO THE NEWLY ADOPTED CODES; TO REPEAL SECTIONS 27-85 THROUGH 27-87 OF THE BELLEVUE CITY CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE BY PAMPHLET; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 27-85 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-85. Adopted.

The Uniform Plumbing Code, ~~2012~~ 2021 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference and made a part of this division as though set out in full herein; provided that whenever provisions of the Uniform Plumbing Code shall conflict with the provisions of the City Code or any other City Ordinance, the provisions of the City Code or such City Ordinance shall govern. Three (3) copies of the Uniform Plumbing Code, ~~2012~~ 2021 edition, are on file in the office of the Permits and Inspections Department and shall there remain for public use and inspection.

Section 2. That Section 27-85.1 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-85.1. International Fuel Gas Code adopted.

The International Fuel Gas Code, ~~2012~~ 2021 Edition, published by the International Code Council Inc., is hereby adopted by reference and made a part of this division as though set out in full herein; provided that whenever provisions of the International Fuel Gas Code shall conflict with the provisions of the City Code or any other City Ordinance shall govern. Three (3) copies of the International Fuel Gas Code, ~~2012~~ 2021 Edition, are on file in the office of the Permits and Inspections Department and shall there remain for public use and inspection.

Section 3. That Section 27-86 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-86. Uniform Swimming Pool, Spa and Hot Tub Code adopted.

The Uniform Swimming Pool, Spa and Hot Tub Code, ~~2012~~ 2021 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference and made a part of this division as though set out in full herein; provided that whenever provisions of the Uniform Swimming Pool, Spa and Hot Tub Code shall conflict with the provisions of the city Code or any other city ordinance, the provision of the city Code or such city ordinance shall govern. Three (3) copies of the Uniform Swimming Pool, Spa and Hot Tub Code, ~~2012~~ 2021 Edition, are on file in the office of the Permits and Inspections Department and shall there remain for public use and inspection.

Section 4. That Section 27-87 of Chapter 27 of the Bellevue City Code is hereby amended to read as follows:

Sec. 27-87. Amendments and changes to the Uniform Plumbing Code, 2012 Edition, International Fuel Gas Code, ~~2012~~ 2021 Edition, and Uniform Swimming Pool, Spa and Hot Tub Code, 2012 Edition.

(A) The Uniform Plumbing Code, ~~2012~~ 2021 Edition, is amended and changed in the following respects:

- (1) Delete Chapter 1, Administration, in its entirety.
- (2) Amend Table 422.1 footnotes to read as follows:

PLUMBING FIXTURES AND FIXTURE FITTINGS

1. The figures shown are based upon one (1) fixture being the minimum required for the number of persons indicated or any fraction thereof.

2. A restaurant is defined as a business that sells food to be consumed on the premises.

(a) The number of occupants for a drive-in restaurant shall be considered as equal to the number of parking stalls.

(b) Hand-washing facilities shall be available in the kitchen for employees.

3. The total number of required water closets for females shall be not less than the total number of required water closets and urinals for males.

4. For each urinal added in excess of the minimum required, one water closet shall be permitted to be deducted. The number of water closets shall not be reduced to less than two-thirds of the minimum requirements.

5. Metering or self-closing faucets shall be installed on lavatories intended to serve the transient public.

~~4.6.~~ Laundry trays. One (1) laundry tray or one (1) automatic washer standpipe for each dwelling unit or one (1) laundry tray or one (1) automatic washer standpipe, or combination thereof, for each twelve (12) apartments. Kitchen sinks; one (1) for each dwelling or apartment unit.

~~5. — As required by ANSI Z4.1, Sanitation in Places of Employment. No minimum plumbing facilities are required for S occupancies when there are no permanent full or part-time employees employed.~~

~~6.7.~~ Twenty-four (24) lineal inches (610 mm) of wash sink or eighteen (18) inches (557 mm) of a circular basin, when provided with water outlets for such space, shall be considered equivalent to one (1) lavatory.

- (3) Delete Sections ~~507.0~~ 506.0 through ~~507.9~~ 506.9 of Chapter 5, Combustion Air, in their entirety.
- (4) Delete Chapter 12 in its entirety.
- (5) Delete Appendix H in its entirety, and substitute the following:

Private Sewage Disposal Systems shall be: “Title 124 Rules and Regulations for the Design, Operation and Maintenance of on-site wastewater treatment system “(Nebraska Department of Environmental Quality and Energy).”

(B) The International Fuel Gas Code, ~~2012~~ 2021 Edition, is amended and changed in the following respects:

- (1) Delete Chapter 1, Administration, in its entirety.

Section 5. That Sections 27-85 through 27-87 of the Bellevue City Code as heretofore existing are hereby repealed.

Section 6. This Ordinance shall be published in pamphlet form.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Attest:

Mayor

City Clerk

First Reading 04/06/2021_____

APPROVED AS TO FORM:

Second Reading_____

Third reading_____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13g.
04/06/2021

COUNCIL MEETING DATE: 03/20/2021	SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
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:

Approval of a request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast 1/4 of Section 22, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from AG and RE and RE and RG-50 for the purpose of existing residential development; small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2; and waiver of Section 6-7 (8) of the Subdivision Regulations for flag lots. Applicant: DWS Land Surveying, Dennis Whitfield. General Location: 9100 South 13th Street.

SYNOPSIS/BACKGROUND:

Dennis Whitfield, on behalf of DWS Land Surveying, is requesting approval of a change of zone for Lots 1 through 3, Old Orchard Place Replat 2, and small subdivision plat for Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B and 15C, Old Orchard Place, for the purpose of existing residential development; and requesting a waiver of Section 6-7 (8), regarding Subdivision Regulations for flag lots. The applicant is requesting RE zoning for existing Lots 15A and 15C, Old Orchard Place, which are presently non-conforming AG lots with several homes, garages, and outbuildings. Existing Lot 15B, Old Orchard Place, is zoned RE and developed with a single-family residential home which is compliant with the current zoning ordinance; this current configuration is a flag lot therefore, staff has no objections to the waiver of Section 6-7 (8) as it is necessary to allow for the minimum setback requirements for the existing buildings on the adjacent properties.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

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 application.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet
2. Staff Report
3. Rezoning Ordinance
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: DWS Land Surveying

CASE #'s: Z-2102-01, S-2101-01

CITY COUNCIL HEARING DATE: April 20, 2021

REQUEST: Request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development; small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2; and waiver of Section 6-7 (8), Subdivision Regulations, regarding lot standards for flag lots.

On March 25, 2021 the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained to recommend:

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

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Casey						Jacobson
	Perrin						
	Cain						
	Aerni						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: March 25, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2102-01
S-2101-01

FOR HEARING OF:
REPORT #1: March 25, 2021
REPORT #2: April 20, 2021

I. GENERAL INFORMATION

A. APPLICANT:

DWS Land Surveying
Attn: Dennis Whitfield
2915 Sheridan Road
Bellevue, NE 68123

B. PROPERTY OWNER:

James Lorence
9100 South 13th Street
Bellevue, NE 68147

C. GENERAL LOCATION:

9100 South 13th Street

D. LEGAL DESCRIPTION:

Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast $\frac{1}{4}$ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 3, Old Orchard Place Replat 2, from AG and RE to RE and RG-50.
2. Small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B and 15C, Old Orchard Place.
3. Waiver of Section 6-7 (8), Subdivision Regulations, regarding lot standards for flag lots.

F. EXISTING ZONING AND LAND USE:

AG and RE, Single-Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for the purpose of existing residential development, and a request for a waiver of Section 6-7 (8) of the Subdivision Regulations regarding flag lots.

H. SIZE OF SITE:

The site is approximately 4.96 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 15A is presently developed with two single-family residential buildings (one 578 square feet built in 1886 and one 810 square feet built in 1961), three detached garages, and two accessory structures; Lot 15B, is developed with a single-family residential building built in 1971 and a wooden shed; and Lot 15C is presently developed with a single-family residential structure built in 1934.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Vacant, AG
2. **East:** Single Family Residential, AG (across South 13th Street)
3. **South:** Single Family Residential, RS-72
4. **West:** Single Family Residential, RS-72

C. REVELANT CASE HISTORY:

On March 25, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to RE and RG-50, small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2, and waiver of Section 6-7 (8), Subdivision Regulations, regarding lot standards for flag lots.

D. APPLICABLE REGULATIONS:

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
2. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

4. Chapter 8, Subdivision Regulations, regarding Hardship and Waivers.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property as medium density residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property presently has access from private driveways off of South 13th Street.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Dennis Whitfield, on behalf of DWS Land Surveying, is requesting approval of a rezoning and small subdivision plat for Lots 1 through 3, Old Orchard Place Replat 2, for the purpose of existing residential development.
2. Lots 15A and 15C, Old Orchard Place, are presently non-conforming AG (Agricultural District) lots with several homes, garages, and outbuildings. The applicant is requesting a change in zone from AG to RG-50 to bring both lots into conformance with existing setbacks and structures.

Lot 15B, Old Orchard Place, is zoned RE (Residential Estates) and developed with a single-family residential home which is compliant with the current zoning ordinance.
3. The proposed lots meet the minimum zoning requirements for the requested RE and RG-50 zoning districts.
4. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and

stated if the requested department did not have comments pertaining to the application, no response was needed.

Krista Hoffart, Offutt AFB commented this project is not located within Offutt Air Force Base's Accident Potential zones or Noise Contours.

No other comments were received on this case.

5. The applicant is also requesting a waiver of Section 6-7 (8), Subdivision Regulations, regarding lot standards for flag lots. The existing configuration of the properties contains a flag lot for Lot 15B, Old Orchard Place; therefore, staff has no objections to the waiver as requested. The waiver is necessary to allow for the minimum setback requirements for the existing buildings on the adjacent property.

6. The Future Land Use Map of the Comprehensive Plan shows these properties as medium density residential. This request is in conformance with the Comprehensive Plan.

7. The requested small subdivision plat, rezoning, and waiver do not change what can be built on the properties. The properties will remain single family residential in nature. The requested actions bring these properties into conformance with the current zoning ordinance regulations.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

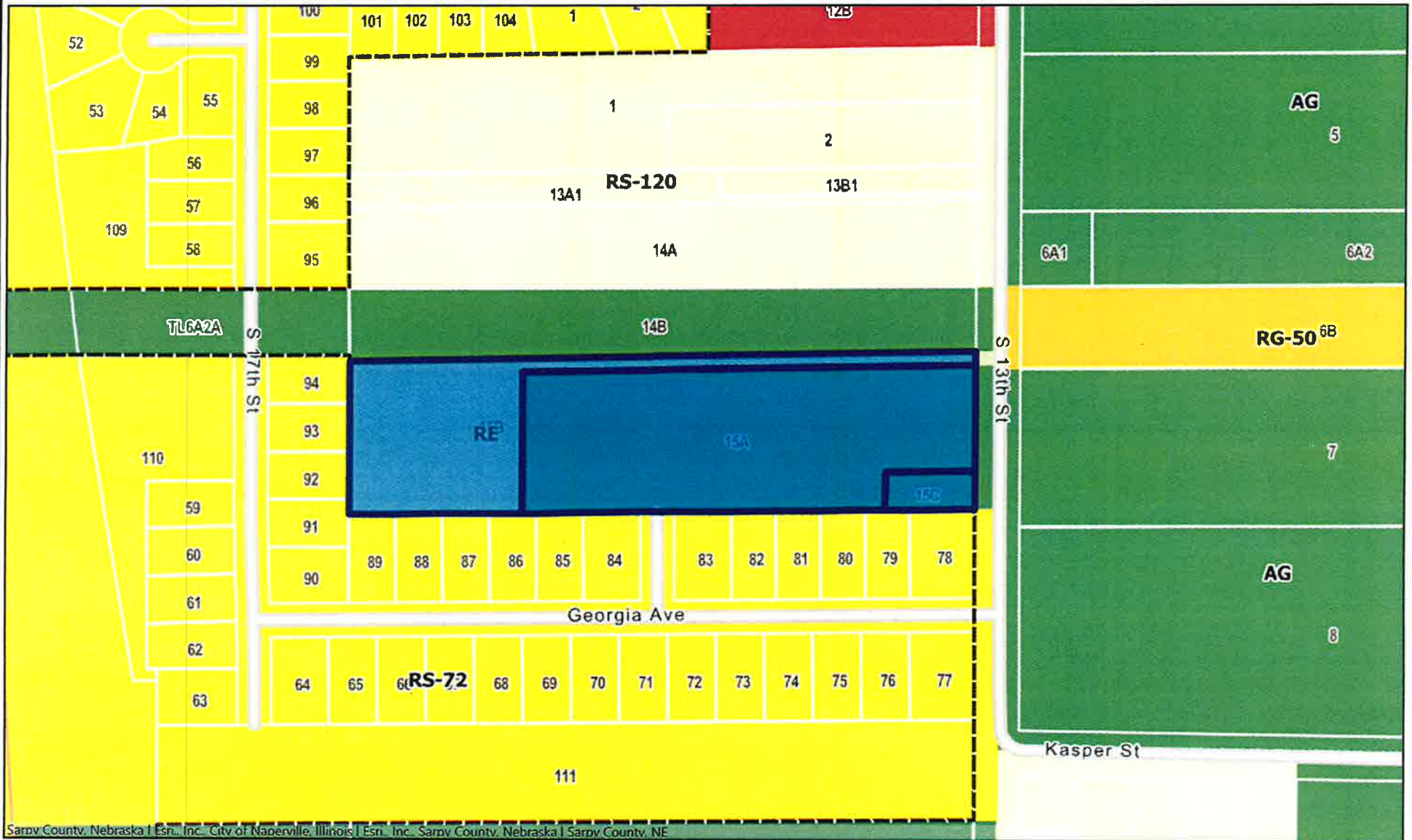
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Small subdivision plat received February 1, 2021
4. As-built received February 20, 2021
5. Letter from Dennis Whitfield received March 2, 2021

VII. COPIES OF REPORT TO:

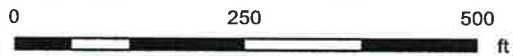
1. DWS Land Surveying (Dennis Whitfield)
2. James Lorence
3. Public Upon Request

 3/29/21
Assistant Planning Manager

 3/29/21
Planning Manager Date of Report



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 3185

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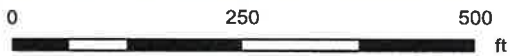


Notes





Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 3185

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Notes



OLD ORCHARD PLACE REPLAT 2 CITY OF BELLEVUE - SMALL SUBDIVISION

LOTS 1, 2 & 3

Being a replat of the Lots 15A, 15B and 15C, OLD ORCHARD PLACE, an addition to the City of Bellevue, as surveyed, platted and recorded in the Southeast 1/4 of Section 22, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

LAND SURVEYOR'S CERTIFICATE

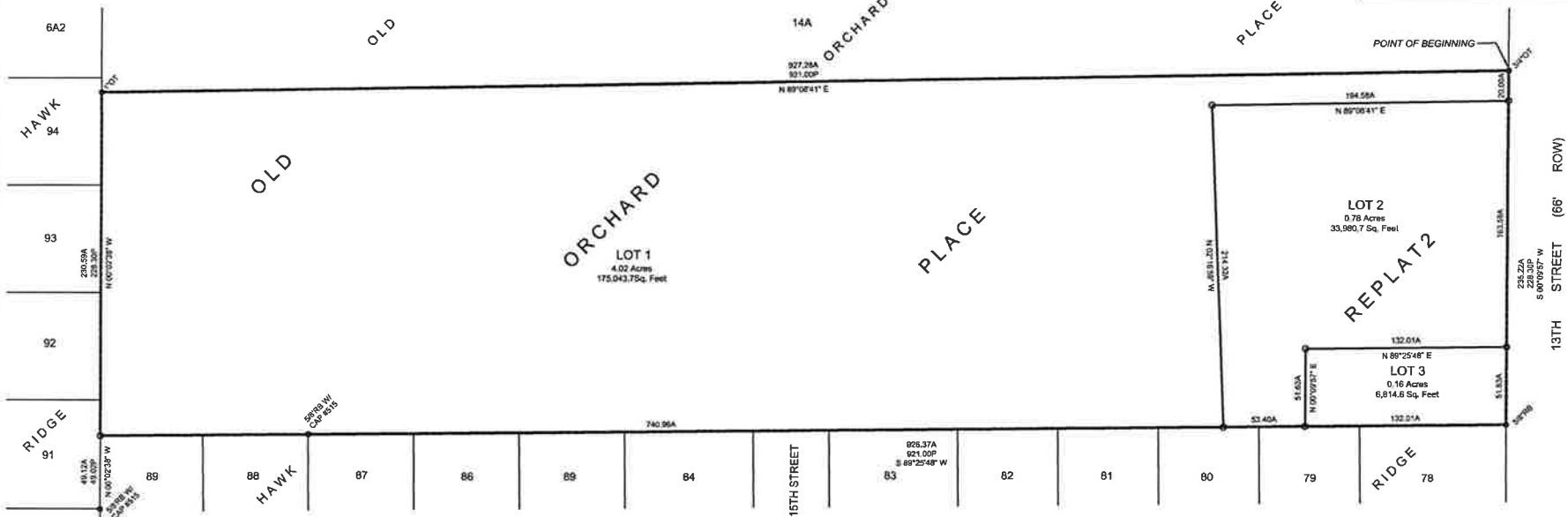
I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as OLD ORCHARD PLACE REPLAT 2, being a replat of the Lots 15A, 15B and 15C, OLD ORCHARD PLACE, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said Lot 15B, also being on the West Right-of-Way line of 13th Street, thence South 0°09'57" West (assumed bearing) along said West Right-of-Way line a distance of 235.22 feet to the Southeast corner of said Lot 15C; thence South 89°23'48" West along the south line of said Lots 15C, 15A and 15B a distance of 506.37 feet to the Southwest corner of said Lot 15B; thence North 0°02'38" West along the West line of said Lot 15B a distance of 230.59 feet to the Northwest corner of said Lot 15B; thence North 89°08'41" East along the North line of said Lot 15B a distance of 827.28 feet to the point of beginning and containing 4.955 acres more or less.

Dennis L. Whitfield, P.E., L.S.
L.S. 449

Date: 1-28-21

Reserved for Sarpy County Deeds Office

RECEIVED
FEB 01 2021
PLANNING DEPT.



DEDICATION

Know all men by these presents that we, James L. Lorence and Lana J. Lorence, husband and wife, and Jacob Kripal, Member of Mike and Jake Properties, LLC, being the owners of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be Replatted as shown, said addition to be hereinafter known as "OLD ORCHARD PLACE REPLAT 2", and we do hereby ratify and approve of the deposition of the property as shown on this plat, and further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and Centurylink across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

In witness whereof, we do set our names this _____ day of _____, 2021.

James L. Lorence Lana J. Lorence

In witness whereof, we do set our names this _____ day of _____, 2021.

Jacob Kripal, Member of Mike and Jake Properties, LLC

REVIEWED BY SARPY COUNTY PUBLIC WORKS
This Plat of "OLD ORCHARD PLACE REPLAT 2" was reviewed by the Sarpy County Surveyor's Office.

Sarpy County Engineer / Surveyor

Date

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of _____) SS
On this _____ day of _____, 20____, before me, a Notary Public duly commissioned and qualified in and for said County, appeared James L. Lorence and Lana J. Lorence, husband and wife, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution inherent to be their voluntary act and deed.
My Commission expires _____.

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of _____) SS
On this _____ day of _____, 20____, before me, a Notary Public duly commissioned and qualified in and for said County, appeared Jacob Kripal, Member of Mike and Jake Properties, LLC, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution inherent to be their voluntary act and deed.
My Commission expires _____.

Notary Public

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Sarpy County Treasurer

Date

APPROVAL OF BELLEVUE PLANNING COMMISSION

This Plat of "OLD ORCHARD PLACE REPLAT 2" was approved by the Bellevue Planning Commission this _____ Day of _____, 2021.

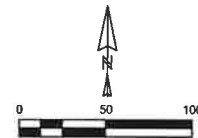
Bellevue Planning Commission

APPROVAL OF BELLEVUE CITY COUNCIL

This Plat of "OLD ORCHARD PLACE REPLAT 2" was approved by the Bellevue City Council this _____ Day of _____, 2021. This Plat becomes null and void if not recorded within 90 Days of the above Date.

Mayor, City of Bellevue

Attest, City Clerk



LEGEND	
○	Pine Set
●	Iron Nail
▲	Iron Found
■	Iron Stake
△	Actual Dimensions
□	Final Plat
○	OT Corner
○	OT Top
○	Cornering
○	Survey Corner
○	Long Chord
○	Iron Nail Set

Project No. 122-24

D
W
S
Land Surveying
Dennis L. Whitfield, P.E., L.S.
2915 Sheridan Road
Bellevue, NE 68123
(402) 292-1221

AS-BUILT
OLD ORCHARD PLACE REPLAT 2

LOTS 1, 2 & 3

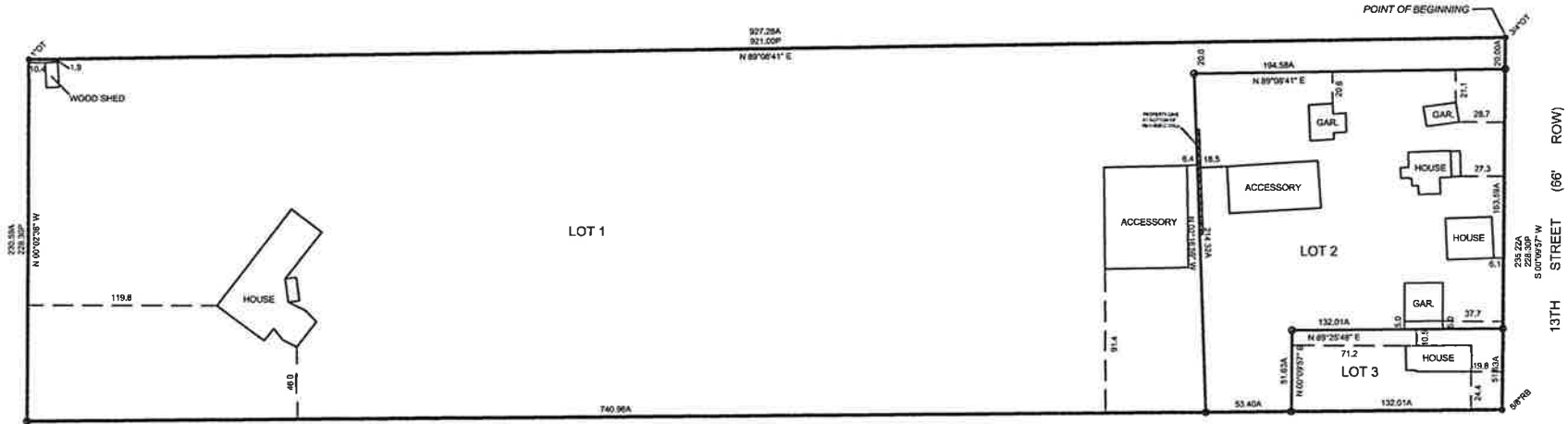
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LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as OLD ORCHARD PLACE REPLAT 2, being a replat of the Lots 15A, 15B and 15C, OLD ORCHARD PLACE, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:
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Dennis L. Whitfield, P.E., L.S.
 L.S. 449

Date: 1-28-21



ZONING

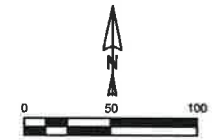
CURRENT
 Lot 15A - AG
 Lot 15B - RE
 Lot 15C - AG

PROPOSED
 Lot 1 - RE
 Lot 2 - RD50
 Lot 3 - RG50

SURVEYORS NOTE:

Setback and Sideyard distance show are shortest from Structure to Property Line.

RECEIVED
FEB 20 2021
PLANNING DEPT.



LEGEND	
○	Iron Pin
●	Iron Nail
○	Iron Stake
○	Iron Pipe
○	Iron Rod
○	Iron Bolt
○	Iron Screw
○	Iron Nut
○	Iron Washer
○	Iron Plate
○	Iron Sheet
○	Iron Bar
○	Iron Pipe
○	Iron Rod
○	Iron Bolt
○	Iron Screw
○	Iron Nut
○	Iron Washer
○	Iron Plate
○	Iron Sheet
○	Iron Bar

D W S
 Land Surveying
 Dennis L. Whitfield, PE, LS
 2915 Sheridan Road
 Bellevue, NE 68123
 (402) 292-1221

Project No. 122-2448



SERVICES

Land Surveying

2915 Sheridan Road
Bellevue, NE 68123-1993

402-292-1221
dws-services@cox.net

March 2, 2021

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

RE: Proposed "OLD ORCHARD PLACE REPLAT 2"
Zoning Wavier Request

Dear Ms. Palm,

Please allow this correspondence to serve as a request to wavier, City of Bellevue Subdivision Regulations, Chapter 6, Paragraph 7, Line 8.

Specific waiver being requested is;

- Proposed Lot 1 of "OLD ORCHARD PLACE REPLAT 2" currently, and for some length of time prior, is a "Flag Lot". Continuation of this configuration will be necessary to allow access to existing residence.

Please advise should additional questions or concerns need to be addressed.

Best Regards,

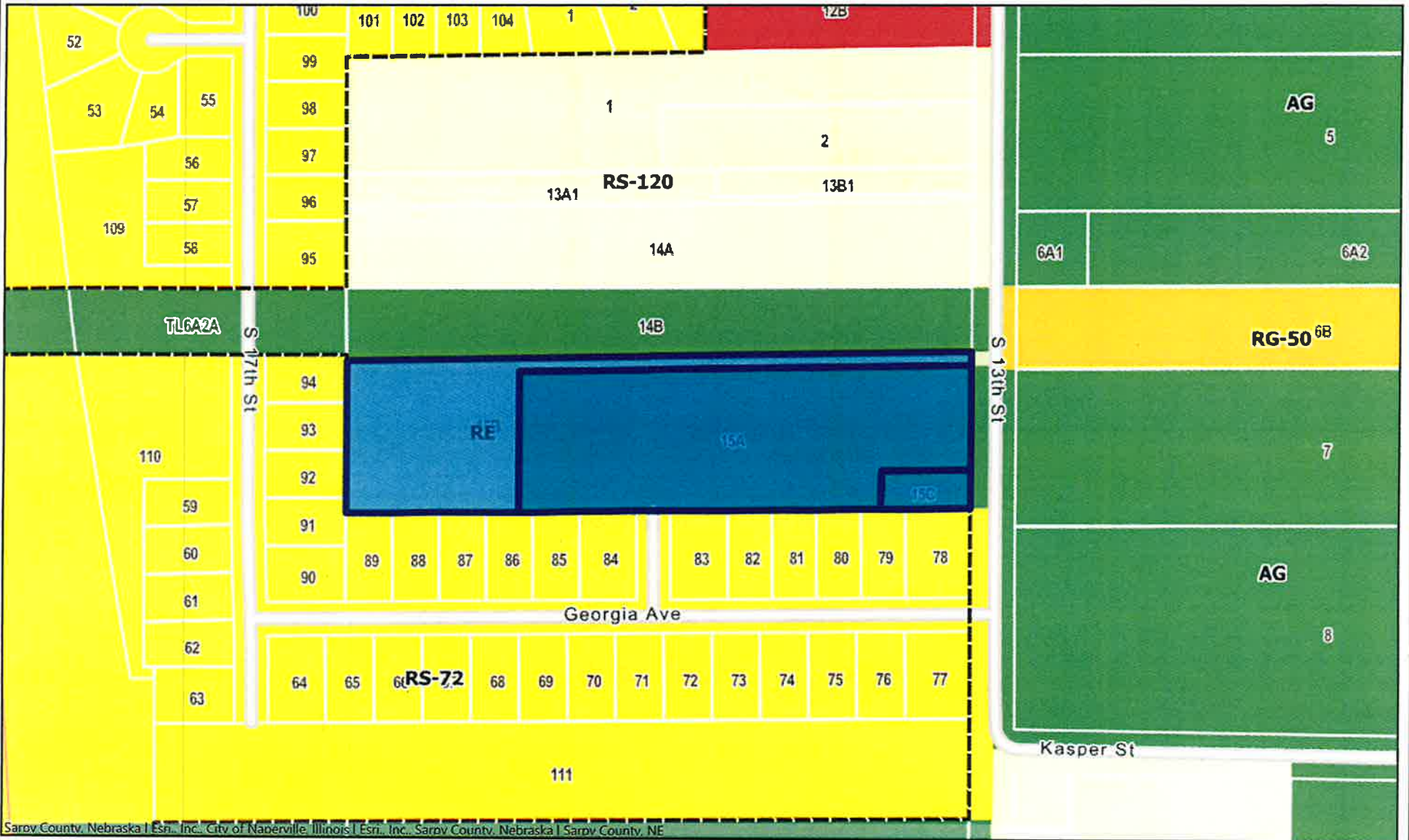
A handwritten signature in blue ink, appearing to read 'Dennis L. Whitfield'.

Applicant For the Owner,
Dennis L. Whitfield, P.E., L.S.

RECEIVED

MAR 2 2021

PLANNING DEPT.



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



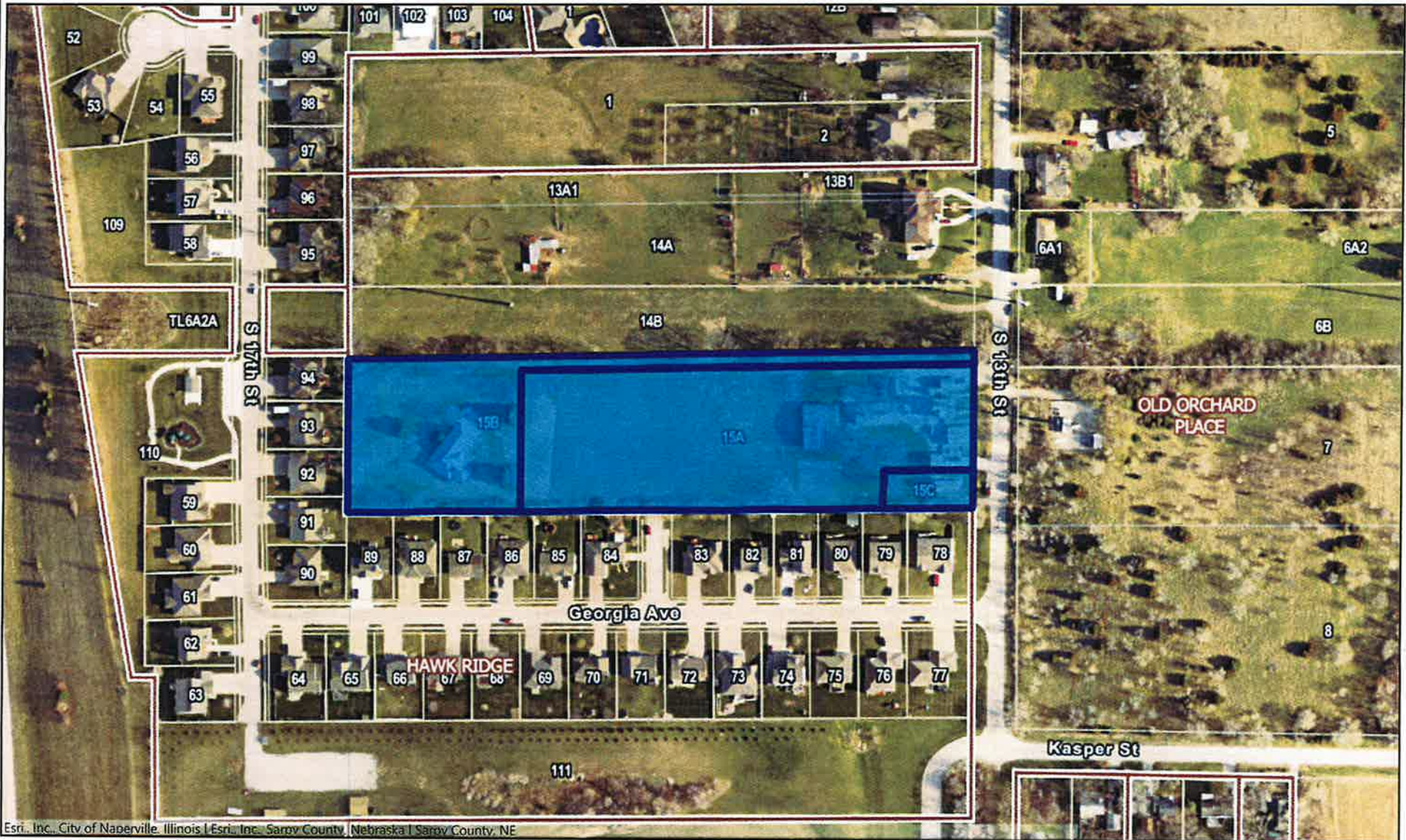
Map Scale 1: 3185

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Notes





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0 250 500 ft

Map Scale 1: 3185

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Notes

OLD ORCHARD PLACE REPLAT 2 CITY OF BELLEVUE - SMALL SUBDIVISION

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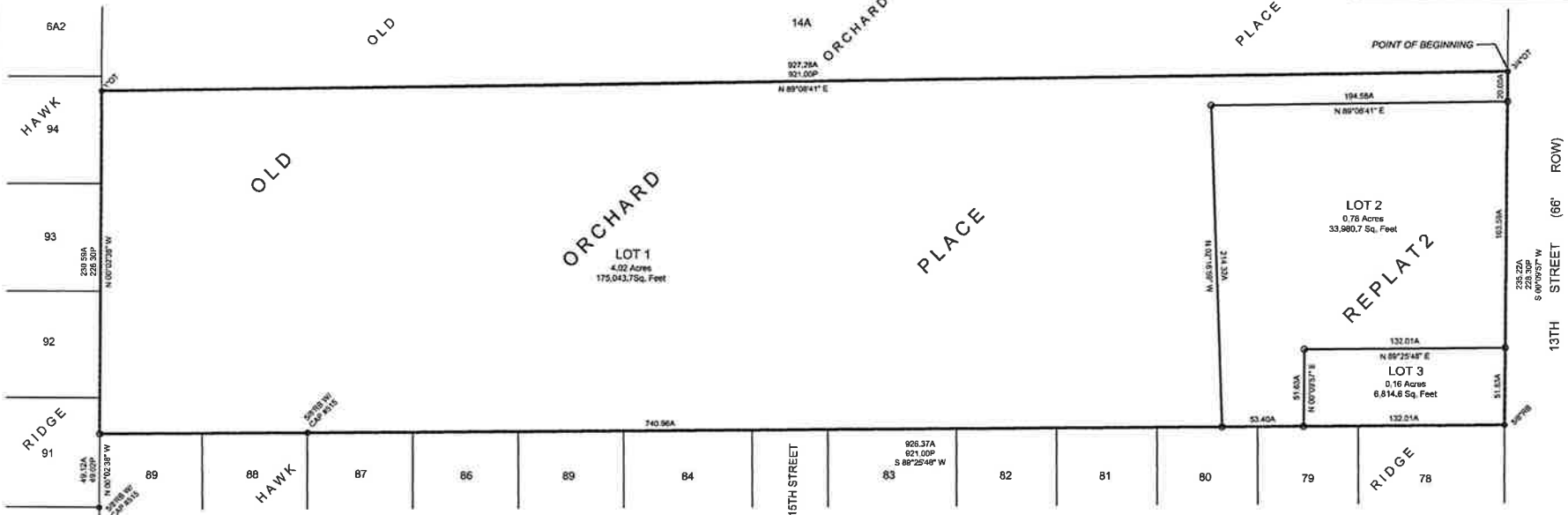
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Dennis L. Whitfield, P.E., L.S.
L.S. 449

Date: 1-28-21

RECEIVED
FEB 01 2021
PLANNING DEPT.



DEDICATION

Know all men by these presents that we, James L. Lorenzo and Lana J. Lorenzo, husband and wife, and Jacob Kripal, Member of Mike and Jake Properties, LLC, being the owners of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be replatted as shown, said addition to be hereafter known as "OLD ORCHARD PLACE REPLAT 2", and we do hereby ratify and approve of the deposition of the property as shown on this plat, and further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivisor shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cut-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

In witness whereof, we do set our names this ____ day of _____, 2021.

James L. Lorenzo Lana J. Lorenzo

In witness whereof, we do set our names this ____ day of _____, 2021.

Jacob Kripal, Member of Mike and Jake Properties, LLC

REVIEWED BY SARPY COUNTY PUBLIC WORKS

This Plat of "OLD ORCHARD PLACE REPLAT 2" was reviewed by the Sarpy County Surveyor's Office.

Sarpy County Engineer / Surveyor Date

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of _____) SS
On this ____ day of _____, 20____, before me, a Notary Public duly commissioned and qualified in and for said County, appeared James L. Lorenzo and Lana J. Lorenzo, husband and wife, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution inherein to be their voluntary act and deed.
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Notary Public

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COUNTY TREASURER'S CERTIFICATION

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Sarpy County Treasurer Date

APPROVAL OF BELLEVUE PLANNING COMMISSION

This Plat of "OLD ORCHARD PLACE REPLAT 2" was approved by the Bellevue Planning Commission this ____ Day of _____, 2021.

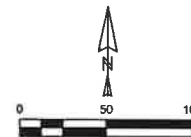
Bellevue Planning Commission

APPROVAL OF BELLEVUE CITY COUNCIL

This Plat of "OLD ORCHARD PLACE REPLAT 2" was approved by the Bellevue City Council this ____ Day of _____, 2021. This Plat becomes null and void if not recorded within 90 Days of the above Date.

Mayor, City of Bellevue

Attested, City Clerk



LEGEND

- o Plat Set
- o Survey Monument
- o Pipe Found
- o Partial Easement
- o Partial Easement
- o Utility Easement
- o Utility Easement
- o Centerline
- o Section Corner
- o Long Chord
- o Small Circle

D W S
Land Surveying
Dennis L. Whitfield, PE, L.S.
2915 Sheridan Road
Bellevue, NE 68123
(402) 292-1221
Project No. 122-24

AS-BUILT OLD ORCHARD PLACE REPLAT 2

LOTS 1, 2 & 3

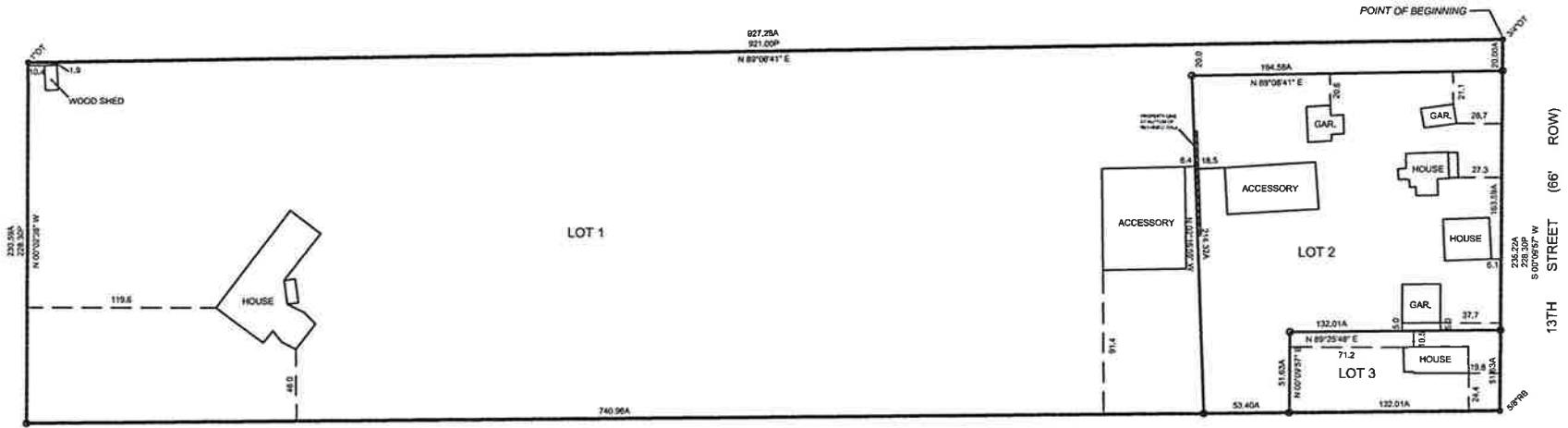
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Dennis L. Whitfield, P.E., L.S.
L.S. 449

Date: 1-28-21



ZONING

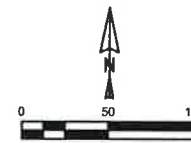
CURRENT
Lot 15A - AG
Lot 15B - RE
Lot 15C - AG

PROPOSED
Lot 1 - RE
Lot 2 - RD50
Lot 3 - RG50

SURVEYORS NOTE:

Setback and Sideyard distance show are shortest from Structure to Property Line.

RECEIVED
FEB 20 2021
PLANNING DEPT.



D
W
S
Land Surveying
Dennis L. Whitfield, PE, LS
2915 Sheridan Road
Bellevue, NE 68123
(402) 292-1221

Project No. 122-24AB

ORDINANCE NO. 4036

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 9100 SOUTH 13TH STREET, 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. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RE (Residential Estates) to RE (Residential Estates);

AND

Lots 2 and 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural) to RG-50 (General Residential – 5,000 Square Foot Zone).

(DWS Land Surveying)

Section 2. This ordinance shall not take effect until such time as the final plat of Old Orchard Place Replat 2, 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 _____, 2021.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 04/06/20201

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13h.
04/06/2021

COUNCIL MEETING DATE: 4.6.21		SUBMITTED BY: Councilman Burns		
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:

Ordinance 4037, an ordinance to add new sections to Chapter 6 regarding leash and muzzle requirements for pit pull breeds, breed ambassadors, insurance, and the NHS annual reporting procedures.

SYNOPSIS/BACKGROUND:

This ordinance is being introduced to add new sections to Chapter 6 of the Bellevue City Code regarding leash and muzzle requirements for pit pull breeds, breed ambassadors, insurance, and the NHS annual reporting procedures. This ordinance is being introduced after a recent dog attack which brought the issue to the forefront and is intended to prevent or limit future occurrences.

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 Ordinance No. 4037 adding the new sections to Chapter 6 of the Bellevue City Code.

ATTACHMENTS:

1. <input type="text" value="Ordinance 4037"/>	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]

ORDINANCE NO. 4037

AN ORDINANCE TO AMEND ARTICLE II, CHAPTER 6, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTIONS 6-24 THROUGH 6-27 REGARDING LEASH AND MUZZLE REQUIREMENTS FOR PIT BULL BREEDS, BREED AMBASSADORS, PROOF OF INSURANCE, ANIMAL CONTROL AUTHORITY'S ANNUAL REPORTING TO CITY COUNCIL AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 6-24 of Chapter 6, Article II of the Bellevue Municipal Code is hereby added to read as follows:

Section 6-24 PIT BULL BREEDS – LEASH AND MUZZLE REQUIREMENTS

- (A) It shall be unlawful for any person possessing, harboring, keeping, or having control or custody of a pit bull breed to permit such animal to be outdoors unless securely confined in or upon his or her premises in an enclosure sufficient to contain the dog or unless the animal is under the control of a person 19 years of age or older, restrained securely by a harness and leash no longer than six feet and properly muzzled in a muzzle as defined in Section 6-18(M)(1), to reasonably prevent the animal from biting, provided that the harness, leash and muzzle requirements apply only to those pit bull breeds six months of age or older.
- (B) For purposes of this section, pit bull breed shall be defined to mean:
- (1) American Pit Bull Terrier;
 - (2) American Staffordshire Terrier;
 - (3) Staffordshire Bull Terrier;
 - (4) Any dog displaying the majority of physical traits of any one or more of the above breeds (more so than any other breed); or
 - (5) Any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. The A.K.C. and U.K.C. standards for the above breeds are on file in the office of the animal control authority.
- (C) In addition to the sanctions which may be imposed by law, any person who fails to keep his or her pit bull breed harnessed, leashed and muzzled as required by this section shall pay the following penalties:
- (1) For the first violation, a penalty in the sum of \$100.00
 - (2) For the second violation within 24 months of the first violation, a penalty in the sum of \$250.00
 - (3) For the third violation within 24 months of the first violation, a penalty in the sum of \$500.00
- (D) Such penalties shall be paid to the animal control authority and shall be used solely for enforcement activities.

Section 2. That Section 6-25 of Chapter 6, Article II of the Bellevue Municipal Code is hereby added to read as follows:

6-25 BREED AMBASSADOR

An owner of a pit bull breed as defined in section 6-24 may obtain a designation of “breed ambassador” for such dog from the animal control authority by (a) completing an application form, (b) payment of a fee of \$25.00, (c) providing proof of (i) sterilization, (ii) micro-chipping, including microchip number, (iii) vaccination and license in compliance with sections 6-31 and 6-41, (iv) insurance in compliance with section 6-26, and (v) successful completion of a responsible pet ownership class approved by the animal control authority and an American Kennel Club Canine Good Citizenship test administered by the animal control authority, and (d) demonstrating no history of violation(s) of Chapter 6 by the owner involving such pit bull breed.

Any costs associated with obtaining the designation of “breed ambassador” under this section shall be the responsibility of the dog owner.

Such designation shall be in effect for one year and may be renewed annually upon meeting each of the foregoing requirements, except that the responsible pet ownership class shall be required only once in any five-year period, and provided, that conviction of the owner of such dog for a violation of Chapter 6 involving such dog shall result in termination of the designation effective upon the date of conviction.

The owner of a pit bull breed which has been designated a “breed ambassador” shall ensure, when such dog is not securely confined on his or her premises in an enclosure sufficient to contain the dog, that such dog (a) wears a vest provided by the animal control authority, at the owner’s expense, with the words “breed ambassador” and the breed ambassador number assigned to such dog by the animal control authority displayed on the vest and (b) is under control of a person 19 years of age or older and is restrained securely by a harness and leash no longer than six feet as defined in section 6-18 (M)(1) and a collar joined with a connector attached to the leash in such a way as to provide a redundant restraint system, but such owner shall not be required to comply with the muzzle requirement of section 6-24 for such dog.

Section 3. That Section 6-26 of Chapter 6, Article II of the Bellevue Municipal Code is hereby added to read as follows:

6-26 PIT BULL BREEDS – PROOF OF INSURANCE

No animal determined to fall within the definition of a pit bull breed, as defined in Section 6-24, shall be licensed unless the person possessing, harboring, keeping, or having control or custody of such dog first presents to the animal control authority written proof of liability insurance, written by an insurer authorized to issue such insurance in Nebraska, having limits of liability of not less than one-hundred thousand dollars (\$100,000.00) for injury to any one person caused by such dog. Such insurance shall be maintained in effect throughout the life of the pit bull. The animal control authority may require proof that such insurance coverage remains in effect at any time, but not more frequently than every sixty days, or may require such policy of insurance to provide that it may not be cancelled or allowed to expire without thirty days’ prior written notice to the animal control authority.

Section 4. That Section 6-27 of Chapter 6, Article II of the Bellevue Municipal Code is hereby added to read as follows:

6-27 Animal Control Authority – Report to Council

The animal control authority shall submit to the city council a report which shall provide statistical data and an evaluation of the effectiveness of the requirements of section 6-24, titled “Pit Bull Breeds – Leash and Muzzle Requirements” in reducing dog bites and other incidents involving pit bulls breeds as defined in section 6-24. The report shall be submitted at the first city council meeting in March of every year or upon resolution of the city council.

Section 5. This Ordinance shall take effect and be in full force on the ____ day of _____ 2021.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
4/6/2021

COUNCIL MEETING DATE: 04/06/21		SUBMITTED BY: Ashley Decker		HR Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Repealing City's temporary pandemic sick leave policy

SYNOPSIS/BACKGROUND:

The City has been utilizing additional paid sick leave for employees as provided under the Families First Coronavirus Response Act. That leave, commonly known as FFCRA Sick Leave, has been extended and expanded under the American Rescue Plan. As such, it is not needed to continue the voluntary Pandemic Sick Leave policy that the City implemented at the onset of the pandemic.

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 Resolution 2021-10, repealing Emergency Resolution No. 2020-15 and Emergency Resolution 2020-45 effective April 11, 2021.

ATTACHMENTS:

1. Resolution 2020-15	2. <input type="text"/>	3. <input type="text"/>
4. Resolution 2020-45	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Ashley Decker
[Signature]
[Signature]

RESOLUTION NO. 2021-10

WHEREAS, the City of Bellevue, Nebraska, adopted Emergency Resolution No. 2020-15 (attached as Exhibit "A") and Emergency Resolution 2020-45 (attached as Exhibit "B") regarding Pandemic Sick Leave for employees of the City of Bellevue.

WHEREAS, the City of Bellevue is aware of federal and state policies and regulations regarding certain sick leave and other leave related to the COVID-19 pandemic available to employees and find that the Pandemic Sick Leave resolutions previously adopted are no longer necessary.

WHEREAS, the City of Bellevue wishes to repeal Emergency Resolution No. 2020-15 and Emergency Resolution 2020-45 effective April 11, 2021.

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

The Bellevue City Council hereby repeals Emergency Resolution No. 2020-15 and Emergency Resolution 2020-45 with an effective date of April 11, 2021.

ADOPTED AND APPROVED this _____ day of April, 2021.

Mayor

ATTEST:

City Clerk

EMERGENCY RESOLUTION NO. 2020-15

PANDEMIC SICK LEAVE

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolution and other regulations, which shall have the force and effect of law; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 16-405, in cases of riots, infectious diseases, or other impending danger, or any other emergency requiring its immediate operation, such ordinance shall take effect upon the proclamation of the mayor immediately upon its first publication; and

WHEREAS, an emergency ordinance has been created adding Section 14-11 of the Bellevue Municipal Code pertaining to pandemic sick leave; and,

WHEREAS, said Emergency Ordinance gave power to the City Administrator, as chief executive officer of the City, the responsibility of proper administration of Pandemic Sick Leave; and,

WHEREAS, said Emergency Ordinance gave power the City Administrator to adopt and implement a Pandemic Sick Leave Policy that governs the standard operating procedures, practices and guidelines for all employees, including part-time employees, to benefit from pandemic sick leave.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the following Pandemic Sick Leave Policy shall immediately be implemented:

All employees, excluding temporary workers, shall be provided paid leave to cover an absence of up to **fourteen (14) consecutive calendar days** from work without loss of pay, to be known as Pandemic Sick Leave (PSL), in addition to any days already earned as regular sick time.

Part-time employees shall receive pay to cover an absence of up to fourteen (14) consecutive calendar days based upon their normally scheduled work hours. For purposes of this policy, “normally scheduled” work hours shall be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for PSL.

In order to be eligible for using PSL days, the employee must have one or more of the following qualifying events:

1. the employee’s medical diagnosis of a qualifying pandemic illness such as COVID-19;
2. the diagnosis of the employee’s spouse, child(ren) or other member of the employee’s household with a qualifying pandemic illness such as COVID-19;
3. the employee has been requested to self-quarantine by the Nebraska Department of Health and Human Service, the Local Health Department, or the City Administrator;
4. the announcement that the employee’s child(ren)’s school/daycare is subject to an order of quarantine or is otherwise closed as a result of a pandemic illness, and, such employee is the only available caregiver resulting in the employee being unable to come to work; and
5. the employee has an extenuating circumstance related to the pandemic illness. Any request for PSL under extenuating circumstances must be submitted to the City Administrator (or his/her designee) in writing for approval.

Any request for additional PSL days must be made in writing, accompanied by a physician’s statement that such additional time off is necessary for the recovery of the employee or the employee’s immediate family or household member. Said request must be directed to the employee’s department Director who will forward same to the attention of the City Administrator. The City Administrator (or his/her designee) shall make all final decisions regarding the extension of PSL days and any such decision shall not be subject to the grievance procedure.

Any PSL days shall not be treated the same as a non-PSL sick day for purposes of pay and accumulation. PSL days are not eligible for payout at any time.

Return to work after illness: No employee shall return to work after a diagnosis of a pandemic illness until the employee has submitted to a full examination by a medical professional of his/her choice and has received a written statement from said professional attesting to the employee’s

ability to safely return to work and has been cleared of the pandemic illness. In the event the employee fails to provide such a statement upon his/her return, that employee's immediate supervisor shall send the employee home to secure such a statement with directions that the employee will not be allowed to return to work without the statement.

Prevention at worksite: All employees are expected to be responsible for their own health. It is important that employees be aware of safety and prevention practices while at work. These include avoiding close contact when unnecessary, washing hands often, covering the nose and mouth when sneezing and/or coughing and washing hands immediately thereafter.

ADOPTED AND APPROVED this 17th day of March, 2020.





Mayor

ATTEST:



City Clerk (Deputy)

APPROVED AS TO FORM:



City Attorney

EMERGENCY RESOLUTION NO. 2020-45
PANDEMIC SICK LEAVE

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolution and other regulations, which shall have the force and effect of law; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 16-405, in cases of riots, infectious diseases, or other impending danger, or any other emergency requiring its immediate operation, such ordinance shall take effect upon the proclamation of the mayor immediately upon its first publication; and

WHEREAS, an emergency ordinance has been created adding Section 14-11 of the Bellevue Municipal Code pertaining to pandemic sick leave; and,

WHEREAS, said Emergency Ordinance gave power to the City Administrator, as chief executive officer of the City, the responsibility of proper administration of Pandemic Sick Leave; and,

WHEREAS, said Emergency Ordinance gave power the City Administrator to adopt and implement a Pandemic Sick Leave Policy that governs the standard operating procedures, practices and guidelines for all employees, including part-time employees, to benefit from pandemic sick leave.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the following Pandemic Sick Leave Policy shall be implemented effective January 1, 2021, repealing and replacing Resolution No. 2020-15 at that time:

All employees, excluding fire suppression and temporary/seasonal workers, shall be provided paid leave to cover an absence of up to **ten (10) normally scheduled work days** from work without loss of pay, to be known as Pandemic Sick Leave (PSL), in addition to any days already earned as regular sick time.

All fire suppression employees shall be provided paid leave to cover an absence of up to **eight (8) normally scheduled work days** from work without loss of pay, to be known as Pandemic Sick Leave (PSL), in addition to any days already earned as regular sick time.

Part-time employees shall receive pay to cover an absence of up to ten (10) normally scheduled work days based upon their normally scheduled work hours.

For purposes of this policy, “normally scheduled” work days/hours shall be determined by the following:

1. Civilian part-time employees “normally scheduled” work days/hours will be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for PSL.
2. Fire department part-time employees “normally scheduled” work days/hours will be determined by the shifts that they are missing that were previously bid on in the scheduler.

In order to be eligible for using PSL days, the employee must have one or more of the following qualifying events:

1. the employee’s medical diagnosis of a qualifying pandemic illness such as COVID-19;
2. the diagnosis of the employee’s spouse, child(ren) or other member of the employee’s household with a qualifying pandemic illness such as COVID-19;
3. the employee has been requested to self-quarantine by the Nebraska Department of Health and Human Service, the Local Health Department, or the City Administrator;
4. the announcement that the employee’s child(ren)’s school/daycare is subject to an order of quarantine or is otherwise closed as a result of a pandemic illness, and, such employee is the only available caregiver resulting in the employee being unable to come to work; and
5. the employee has an extenuating circumstance related to the pandemic illness. Any request for PSL under extenuating circumstances must be submitted to the City Administrator (or his/her designee) in writing for approval.

Any request for additional PSL days must be made in writing, accompanied by a physician’s statement that such additional time off is necessary for the recovery of the employee or the employee’s immediate family or household member. Said request must be directed to the

employee's department Director who will forward same to the attention of the City Administrator. The City Administrator (or his/her designee) shall make all final decisions regarding the extension of PSL days and any such decision shall not be subject to the grievance procedure.

Any PSL days shall not be treated the same as a non-PSL sick day for purposes of pay and accumulation. PSL days are not eligible for payout at any time. PSL days from Resolution 2020-15 are not eligible for carryover if they were not used in the 2020 calendar year.

Return to work after illness: No employee shall return to work after a diagnosis of a pandemic illness until the employee has met all of the criteria of isolation duration as determined by the Nebraska Department of Health and Human Services and defined in an active Directed Health Measure Order.

ADOPTED AND APPROVED this 15th day of December, 2020.





Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
04/06/2021

COUNCIL MEETING DATE: 04/21/2021		SUBMITTED BY: 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 CDBG-CV Round 3 Subrecipient Agreement with the Housing Foundation for Sarpy County for the COVID-19 Housing Assistance project in an amount not to exceed \$145,479.00

SYNOPSIS/BACKGROUND:

As part of the CDBG Coronavirus (CDBG-CV) Round 3 funding plan approved by City Council on February 11, 2021, the Housing Foundation for Sarpy County (HSF) was approved for funding in the amount not to exceed \$145,479.00. The grant funds will provide assistance to assist low- and moderate-income households in Bellevue city limits with rental and mortgage payments to prevent homelessness. The subrecipient agreement includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$145,479 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 100% HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: HFS	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: CDBG-CV Round 3 Subrecipient Agreement		
CONTRACT EFFECTIVE DATE: 04/06/2021	CONTRACT TERM: 1 year	CONTRACT END DATE: 04/05/2022
PROJECT NAME: HFS COVID-19 Housing Assistance Project		
START DATE: 04/06/2021	END DATE: 04/05/2022	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: YES
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: CDBG-COVID-8	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG-CV Round 3 subrecipient agreement with the Housing Foundation for Sarpy County.

ATTACHMENTS:

- | | | |
|--------------------------------------|-------------------------|-------------------------|
| 1. CDBG-CV R3 Subrecipient 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:

Amie Hester
[Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION FOR SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS
B-19-MW-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG CORONAVIRUS (CDBG-CV) FUNDING entered into this _____ day of _____, 2021, by and between the subrecipient HOUSING FOUNDATION FOR SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG-CV program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has received funds for the prevention, preparation for, and response to the coronavirus under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 and under the Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant Coronavirus (CDBG-CV) funds from the B-19-MW-31-0003 HUD contract in the amount of \$ 145,479.00 for a COVID-19 housing assistance program; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended; Federal Register Docket No. FR-6218-N-01 Notice of Program Rules, Waivers, and Alternative Requirements under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Grants; and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$ 145,479.00 from the B-19-MW-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing COVID-19 Housing Loss Prevention program by offering assistance to low- and moderate-income households which is eligible under 24 CFR 570.207(B)(4) Public Service. The SUBRECIPIENT will be required to limited administration expenditure to 5% of the grant amount, or \$7,274. Such program will include the following activities eligible under the CDBG program:
 - a. Program Delivery. To provide a rental and mortgage assistance program to low- and moderate-income households at risk of homelessness due to the effects of COVID-19. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program for short-term emergency payments made to the provider or property owner on behalf of the person for the purpose of preventing homelessness for up to six consecutive months.
 - 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 including verification of

- residency within city limits and access to services for persons benefiting from service provided to meet National Objective requirements and income benefit goals.
- iv. Maintain proper documentation to ensure all cost incurred are eligible and demonstrate a tie back to the prevention of, preparation for, and response to the coronavirus.
 - v. Verify there is no duplication of benefit for persons receiving assistance through CDBG-CV funding and provide documentation through the Duplication of Benefit Worksheet.
- b. Income Benefit Goals. It is anticipated that the program will provide rental and/or mortgage assistance for 70 from low- and moderate-income persons residing within Bellevue city limits.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective and demonstrate a tie back to the prevention of, preparation for, and response to coronavirus. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of households, race, income, and head of household of the household benefiting; and the number of households that will be provided with new or improved access to services and/or facilities.
 - b. Description of current activity and narrative of demonstration of need.
 - c. Update on the expenditure of funding as well as a timeline for expenditure.
 - d. Any additional funds leveraged with CDBG funding.
 - e. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
 3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, an annual monitoring visit and close out visit at the conclusion of the project.
 4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
 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.

7. Duplication of Benefits. CDBG-CV funds through the CARES Act require adequate procedures are in place to prevent any duplication of benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Reform Act of 2018. SUBRECIPIENT will implement the GRANTEE's Duplication of Benefits policy and maintain adequate documentation of proper assessment of each applicant and whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonable to evaluate need and the resources available to meet that need. Any entity or household receiving CDBG-CV assistance will be required to repay any duplicative assistance.
8. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA). The SUBRECIPIENT will be required to verify an applicant's citizenship in order to qualify for federal assistance through the CDBG-CV funded program. The Interim Guidance on Verification of Citizenship, Qualified Alien Status, and Eligibility Under Title IV of the PRWORA (FR DOC No 97-29851) identifies acceptable documentation as: (1) birth certificate, (2) U.S. Passport, (3) Naturalization or legalization papers, (4) Residency Certificate or Card, (5) Social Security Card, and (6) any other documentation as identified under Attachment 4 of the Interim Guidance.
 - a. The SUBRECIPIENT must have each household declare in writing under threat of perjury that he/she is a citizen, an eligible, noncitizen, or is choosing not to provide documentation (and therefore is ineligible for assistance).

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$145,479.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the

GRANTEE on or before the last day of the month ending the quarter. The CDBG Fiscal Year will be October 1st to September 30th.

- a. Quarters will be:
 - i. 1st Quarter: October – December,
 - ii. 2nd Quarter: January – March,
 - iii. 3rd Quarter: April – June, and
 - iv. 4th Quarter: July – September.
- b. Quarterly Reporting will include, but not be limited to: (1) Amount of funds received, (2) Amount of funds obligated/expended by activity, (3) Description of all activities, and (4) Description of any subcontracts or subgrants.

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 subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). 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 Tuesdays 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.

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. CDBG-CV grants will be closed out in accordance with requirements outlined in 2 CFR 200.343.
 - c. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to

be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.
6. Grantor Recognition. The SUBRECIPIENT shall 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.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

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

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules,

regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that 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.

- c. "Section 3" Clause
 - i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for

low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. Subcontracts. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized

in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

- ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - iv. Lobby Certification.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 - g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
 - f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. 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. 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 at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. Agreement Modifications.

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

H. Reversion of Assets.

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

I. Suspension or Termination of Agreement.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all, or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the

effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. Notices.

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

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

- b. To SUBRECIPIENT: President, Board of Directors
Housing Foundation for Sarpy County
8214 Armstrong Circle
Bellevue, NE 68147

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

Rusty Hike, Mayor
City of Bellevue, Nebraska

John Meng-Frecker
John Meng-Frecker, President
Housing Foundation for Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

Carolyn Pospisil
Carolyn Pospisil, Executive Director
Housing Foundation for Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

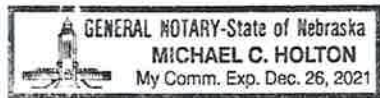
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 2nd day of April, 2021, by John Meng-Frecker, President, Housing Foundation for Sarpy County, on behalf of the organization.

My Commission Expires:

26 December, 2021



Michael C. Holton
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: Doug Clark, 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:

Bellevue Public Library Renovation and Addition

SYNOPSIS/BACKGROUND:

Leo A. Daly Company will provide architectural/engineering services for the renovation of approximately 14,523 SF and a 300 SF addition to the Bellevue Public Library, 1003 Lincoln Road, Bellevue. The lump sum total agreement cost in the amount of \$410,928.00 includes: \$346,428.00 for basic design and construction administration services; \$8,300.00 for exterior conceptual design study services; \$19,500.00 for furniture, fixture and equipment design services; \$22,300.00 for commissioning services; and \$14,400.00 for temporary space design services.

FISCAL IMPACT: \$410,928.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Leo A. Daly Company INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Architectural/Engineering Services Agreement - Project

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bellevue Public Library Renovation and Addition

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

CIP PROJECT NAME: Library Renovation Project, Phase 1 CIP PROJECT NUMBER: LI 21(1)

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

ACCOUNTING DISTRIBUTION CODE: CIPLI21(1) ACCOUNT NUMBER: 10-02-7030

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the architectural/engineering agreement between the City of Bellevue and Leo A. Daly Company in the lump sum amount of \$410,928.00 for the Bellevue Public Library Renovation and Addition Project.

ATTACHMENTS:

1. Agreement 2. Additions and Deletions Report 3.
 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Angie Moefer
[Signature]
[Signature]

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 8th day of March in the year 2021

(Paragraph Deleted)

BETWEEN the Architect's client identified as the Owner:

(Paragraph Deleted)

City of Bellevue
1510 Wall Street
Bellevue, NE 68005 (Hereinafter referred to as "Owner")

and the Architect:

(Paragraph Deleted)

Leo A Daly Company
8600 Indian Hills Drive
Omaha, NE 68114 (Hereinafter referred to as "Architect")

for the following Project:

(Paragraph Deleted)

Bellevue Public Library Renovation and Addition
(Hereinafter referred to as the "Project")

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph Deleted)

§ 1.1.1 The Owner's program for the Project:

Owner's Program will be determined as part of the Architect's basic services

§ 1.1.2 The Project's physical characteristics:

(Paragraph Deleted)

Addition and Renovation to existing facility at 1003 Lincoln Rd, Bellevue, NE 68005. Work will include renovation to the existing library of approximately 14,523 SF and a 300 SF addition with an exterior canopy and associated site work, including new parking lot layout and book drop drive, as developed per Option 1 and depicted in Exhibit A - City of Bellevue Public Library - Conceptual Design Study, dated September 6, 2019. This work also includes an upgrade of the electrical system per Option 2 of the conceptual design package.

Basic services will include an exterior concept design study consisting of 2 concepts with 2 exterior renderings of quality exhibited in the previously completed Conceptual Design Study package.

Design of Furniture, Fixtures and Equipment will be included in the basic services.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Paragraph Deleted)

Based on the opinion of probable cost generated in September 2019, the Cost of the Work is estimated to be \$3,980,000 and the FFE budget is \$278,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Programming (4) weeks – complete approx. 4/5/21
Schematic Design (4) weeks – complete approx. 5/3/21
Owner Review (1) week
Design Development (6) weeks – complete approx. 6/21/21
Owner Review (1) week
Construction Documents (8) weeks – complete 8/20/21
Bidding (4) weeks – complete approx. 9/15/21
Construction Administration (52) weeks – complete approx. October 2022

.2 Construction commencement date:

Estimated October 2021
(Paragraph Deleted)

.3 Substantial Completion date or dates:

Estimated October 2022
(Paragraph Deleted)

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Paragraph Deleted)

Design-Bid-Build project delivery with competitively bid single bid package

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Paragraph Deleted)

none

(Paragraphs Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(Paragraph Deleted)

Doug Clark, Public Works Director
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005
Doug.Clark@Bellevue.net
Office 402-293-3030
Mobile: 402-490-4875

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(Paragraph Deleted)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(Paragraph Deleted)

.1 Special Inspector

TBD

(Paragraphs Deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(Paragraph Deleted)

Stacy Feit, Project Manager, Associate
Leo A Daly
8600 Indian Hills Drive
Omaha, NE 68114
slfeit@leoadaly.com
402-390-4236

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(Paragraph Deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer, Mechanical Engineer, Electrical Engineer:

LEO A DALY

.2 Geotechnical Engineer:

TBD

.3 Land Surveyor:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

Refer to Exhibit B - Proposal for A/E Services for Bellevue Public Library Renovation and Addition, dated June 16, 2020

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust

Init.

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than five hundred thousand dollars (\$500,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000) each accident, and five hundred thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one millions dollars (\$1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage

Init.

shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Umbrella policies, if any, shall follow form of the underlying policies.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, and if requested by Owner or otherwise required herein, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 The Owner agrees that the Architect is not responsible for damages arising from any circumstances beyond the Architect's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by the Owner or the Owner's other designers, contractor, or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents. The Architect shall respond to applicable design requirements imposed by those authorities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an opinion of probable cost of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the opinions of probable cost of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall, if requested by the Owner in writing, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Not Used.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

If requested by the Owner in writing, the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, and if requested by the Owner in writing, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 If requested by the Owner in writing, the Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Not Used.

(Paragraphs Deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect 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 Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect'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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall notify the Owner of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, a decision made in good faith by the Architect shall not give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and on site visits, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observation visits to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of a deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written acknowledgement of the specific deviation of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§3.6.6.1 The Architect shall:

- .1 conduct site observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final site observations indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (basic services)
§ 4.1.1.2 Multiple preliminary designs	Architect (basic services)
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Architect (basic services)
§ 4.1.1.5 Site evaluation and planning	Architect (basic services)
§ 4.1.1.6 Building Information Model management responsibilities	Architect (basic services)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (basic services)
§ 4.1.1.9 Landscape design	Architect (basic services)
§ 4.1.1.10 Architectural interior design	Architect (basic services)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect (basic services)
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Not Provided

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§ 4.1.1.21	Telecommunications/data design	Architect (basic services)
§ 4.1.1.22	Security evaluation and planning	Owner
§ 4.1.1.23	Commissioning	Architect, Supplemental Service
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect (basic service)
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Temporary Space Design	Architect, Supplemental Service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.1.1 Programming: Basic Services is defined as Architect will lead up to three programming meetings with users to identify space needs, priorities, and adjacencies. Architect will develop spreadsheet to document listing of desired spaces, square footages, and adjacencies for user review.

§ 4.1.2.1.2 Multiple preliminary designs: Basic Services is defined as Architect will complete exterior concept design study consisting of 2 concepts for renovating the exterior of the building to eliminate weeping natural stone look. Two exterior renderings of quality exhibited in the previously completed Conceptual Design Study package will be provided.

§ 4.1.2.1.3 Existing facility surveys: Basic Services is defined as Architect will complete a survey limited to a visual assessment of existing library and systems to identify existing conditions as well as generally confirm information documented in the Owner provided existing building drawings. Selective demolition and environmental/hazardous material identification/testing will not be conducted. All assessment activities will be conducted from the ground, floor, and roof where permanent ladders are available.

§ 4.1.2.1.4 Site Evaluation and Planning: Basic services is defined as site topographic survey and geotechnical investigation.

The Architect will contract with a subconsultant to furnish a topographic survey to describe physical characteristics and utility locations for the site of the Project. The extents of the survey will include the east and south side of the existing building, to include the parking lot, drop off and book drop lane. The survey shall include, as applicable, grades and lines of streets and pavements; rights-of-way, restrictions, easements, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines. All the information on the survey will be referenced to a Project benchmark.

The Architect will contract with a subconsultant to furnish services of geotechnical engineers, which may include soil borings, determinations of soil bearing values and subsurface preparation for foundations, slab on grade and paving, with written reports and appropriate recommendations.

§ 4.1.2.1.5 Building Information Model Management Responsibilities: Basic Services is defined as utilization of a Building Information Model to deliver Construction Documents for the Project. The Building Information Model will not be utilized for the purpose of fabrication, estimating or scheduling. The model will be available as a resource to the Owner for information only. The model's level of development is up to the discretion of the design

team to convey design intent and show massing of major architectural and engineering components of the building as outlined in attached Exhibit C – Leo A Daly Minimum Modeling Matrix.

§ 4.1.2.1.6 Civil Engineering: Basic Services is defined as engineering of utility services, miscellaneous grading for building footprint, pedestrian paths, and parking layout, and site improvement parking pavement design. Traffic analysis and design of improvements outside the property line are not included.

§ 4.1.2.1.7 Landscape Design: Basic Services is defined as design of outdoor landscape planting plan within the limits of parking and pathways as exhibited in the site plan (page 19) included in Exhibit A – City of Bellevue Public Library - Conceptual Design Study, dated September 6, 2019.

§ 4.1.2.1.8 Architectural Interior Design: Basic Services is defined as interior space definition, material and color selection. Furniture selection is not included.

§ 4.1.2.1.9 Value Analysis is a systematic review of costs associated with different products, components, or systems when designing the project. If value engineering / project scope modifications are required, Architect reserves the right to discuss equitable compensation for the cost of any required re-design. Additional Compensation shall be in the form of a change order to the Agreement and will be executed in the following month after the value engineering / project scope modification is accepted by the Owner.

§ 4.1.2.1.10 As-Designed Record Drawings: Basic Services is defined as preparation of Construction Documents modified to include the original Construction Documents plus all addenda, Architect's Supplemental Instructions (ASI's), Change Orders, Construction Change Directives, and minor changes in the work.

§ 4.1.2.1.11 Telecommunications/Data Design: Detailed Telecommunications/Data Design shall be by others. Architect's basic services include the design of required infrastructure (power, pathways) as required.

§ 4.1.2.1.12 Commissioning: See Exhibit E - LEO A DALY Commissioning Proposal

§ 4.1.2.1.13 Furniture, Furnishings, and Equipment Design:

Design Phase: Architect to prepare a detailed furniture package layout for public and workspace areas. Architect to prepare a furniture specification package for use in a Request for Proposal (RFP) to obtain furniture pricing (bids) between FF&E vendors. Specification package to include furniture plans, description of product, and finish selection for new furniture including: library shelves, soft seating, study tables, circulation desk, meeting room tables and chairs, computer lab tables and chairs, maker space furnishings, and staff workstations.

Bidding Phase: Architect to answer requests for information from FF&E vendors and issue addendums based on questions/issues raised by vendors. Architect shall participate in the process of reviewing RFP's and awarding furniture package.

Construction Phase: Architect to assist in coordinating mock-up design. Architect to assist in the coordination of furniture delivery and installation between vendor and Contractor. Architect to review shop drawing submittals and answer requests for information (RFI's) from the Contractor. Architect to provide punchlist of furniture items and verification of placement.

§ 4.1.2.1.14 Temporary Space Design: Architect to provide services to design a 20,000SF temporary space within the 4th floor shell space at Bellevue University for relocation of existing library space during the existing building renovation construction period. Architect to complete inventory of existing furniture for possible relocation to temporary space, programming functions for temporary space, Architectural Floor plan, Life Safety Plan, Finish plan, HVAC Layout, Electrical/Data Layout, Lighting Layout, Structural floor loading assessment, structural review of proposed layout and temporary facility specifications. All services such as power, fire alarm, fire protection, HVAC, and plumbing shall be extensions of existing services located in or near the existing area. Reinforcement of the existing structure for the new floor loads is not included.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Paragraph Deleted)

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None

§ 4.1.3 Not Used.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect
- .12 Further phase or accelerate Architect's services;
13. Redesign or revise drawings and other documents after any Schematic Design Phase submittal which is not caused by Architect's negligence;
14. An increase in the Cost of the Work by more than 10% of the original estimate of the Cost of the Work.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents, are repetitive, or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

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- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) times per month on average, site observation visits to the site by the Architect during construction
- .3 Two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) site observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Not Used.

§ 5.5 Not Used.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Not Used.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of probable cost of the Cost of the Work and updated opinions of probable cost of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any opinion of probable cost of the Cost of the Work prepared or agreed to by the Architect and Owner shall release and hold Architect harmless from opinion of probable costs provided under this Agreement.

§ 6.3 In preparing any opinion of probable cost the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinion of probable cost to meet the Owner's budget. The Architect's opinion of probable cost of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's opinion of probable cost of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, as an Additional Service, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraphs Deleted)

Litigation in a court of competent jurisdiction

(Paragraph Deleted)

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

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§ 8.3 Not Used

(Paragraphs Deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

Lump sum of Three Hundred Seventy-Four Thousand Two Hundred Twenty-Eight Dollars (\$374,228).

(Paragraph Deleted)

This includes \$346,428 for basic design and construction administration services, \$8,300 for Exterior Conceptual Design Study, and \$19,500 for Furniture, Fixture and Equipment Design services.

(Paragraphs Deleted)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

The fees for Additional Services will be negotiated as a lump sum or on an hourly basis dependent on the specific scopes of work.

11.2.1 Commissioning: Twenty-Two Thousand Three Hundred Dollars (lump sum)

11.2.2 Temporary Space Design: Fourteen Thousand Four Hundred Dollars (lump sum)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The fees for Additional Services will be negotiated as a lump sum or on an hourly basis dependent on the specific scopes of work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

TBD

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming	Ten	percent (10	%)
Schematic Design Phase	Ten	percent (10	%)
Design Development Phase	Twenty-five	percent (25	%)
Construction Documents Phase	Thirty	percent (30	%)
Bidding Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most

recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph Deleted)

See Attached Exhibit D –LEO A DALY Hourly Rates Schedule

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph Deleted)

None

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraph Deleted)

12 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Paragraph Deleted)

12.1 Limit of Liability. It is agreed that the Owner's maximum recovery against Architect for any damages, claims, costs, or expenses arising under the Agreement, whether in contract, tort or otherwise, is \$2,000,000. It is expressly agreed that Owner's sole and exclusive remedy against Architect under the Agreement, whether based in contract, tort or otherwise, is the award of damages, costs or expenses not to exceed the stipulated figure of \$2,000,000.

12.2 Remodeling. Inasmuch as the remodeling and/or rehabilitation of an existing building or structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building or structure, the Owner agrees that, except for negligence on the part of the Architect, Owner will release, hold harmless, and indemnify the Architect for and against any and all claims, damages, and costs of defense arising out of such professional services involving those assumptions.

12.3 Maintenance. The Owner agrees to release and hold the Architect harmless of any and all liability should the Owner fail to adhere to any published maintenance schedule for any material or product that is a part of the Project.

However, Architect agrees to inform Owner in a timely manner of any and all maintenance schedules for any material or product that are known by the Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2
Not
Used

(Paragraph Deleted)

- .3 Exhibits:

(Paragraph Deleted)

Exhibit A – City of Bellevue Public Library - Conceptual Design Study, dated September 6, 2019
(Paragraph Deleted)

Exhibit B – Proposal for A/E Services for Bellevue Public Library Renovation and Addition, dated June 16, 2020
(Paragraph Deleted)

Exhibit C – LEO A DALY Minimum Modcling Matrix

Exhibit D – LEO A DALY Hourly Rates Schedule

(Paragraphs Deleted)

Exhibit E – LEO A DALY Commissioning Proposal

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

None

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

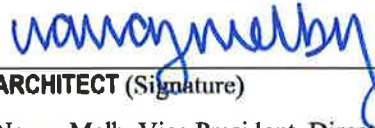
City of Bellevue:

LEO A DALY Company:

OWNER (Signature)

Rusty HikeMayor

(Printed name and title)



ARCHITECT (Signature)

Nancy MelbyVice President, Director of Operations

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:33:01 ET on 03/23/2021 under Order No. 0092765503 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

VP. Director of Operations

(Title)

3.23.2021

(Dated)

LEO A DALY

CITY OF BELLEVUE
PUBLIC LIBRARY

Conceptual Design Study

September 6, 2019



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DESIGN CHALLENGE

This is an exercise to assist Bellevue Public Library (BPL) in conceptualizing how the existing building and site at 1003 Lincoln Rd, in Bellevue Nebraska, could be developed to better serve the patrons of the library. We will show three conceptual options with budget pricing to help BPL understand cost implications of development. This will allow the City of Bellevue to set a budget and direction for the next steps of the design process.

BPL has provided Leo A Daly with a list of priorities of items they would like included in the project.

1. Meeting space to seat 150-200 patrons, dividable with kitchenette and presentation technology
2. (4-8) Study / quiet reading rooms for two people, with two being large enough for groups of six.
3. A Makerspace
4. Meeting space to seat 24 people, with presentation technology
5. Children's workspace / office space
6. Children's Family restroom
7. Collection Growth space
8. Book Store
9. Vending / eating area
10. Covered entrance.

Secondary requests:

11. Designated YA area
12. Outdoor patio space
13. Drive thru book drop into the building
14. Genealogy / Heritage room
15. Entry commons / exhibit area / afterhours access
16. Additional storage space
17. Additional Parking

EXISTING ARCHITECTURAL

The existing Bellevue Public library is a 1974 masonry bearing wall construction, 22,500 sf building. The exterior of the building is in reasonably fair condition. It is a midcentury design, with stacked stone cladding up to stucco band. The stone has natural rust spots that weep over time, which adds to the character of the material. The finish of the stucco band is clay colored and is outdated. The storefront and associated glazing are black. The windows facing east and west have been covered over so that no light transmittance is visible on the interior of the library. Roof construction is metal deck on joists. The roof is flat with a clerestory, at some point in the building's history the clerestory began leaking and the decision was made to cover the clerestory windows with roofing material, no light transmittance is visible and as a result interior of the library is dark with no visual access to the exterior. The building sits in a park like setting to the north and west and looks out onto the adjacent school's recreational fields and its own parking lots to the south and east.

The approach to the building from the accessible parking is long. It crosses a drive lane and the existing sidewalk is rough after years of weathering. Additionally, the existing restrooms are out of date and do not meet current ADA standards.

EXISTING STRUCTURAL

The perimeter walls of the existing structure consist of load-bearing CMU shear walls supporting steel beams and bar joists, and metal deck at the roof.

EXISTING CIVIL

The building was originally situated on a 3.27-acre parcel of land with approximately 22,000 gross square feet of building space. According to the current City of Bellevue zoning and building criteria, one parking stall for every 400-square feet of public building space is required. This results in 55 required parking stalls of which, at least two parking stalls are required to meet the Americans with Disabilities Act (ADA) slope criteria, and of the two ADA stalls, one is required to be Van Accessible. The site currently has a total of 81-parking stalls: 71 standard parking stalls, 2 ADA parking stalls, 1 Van Accessible ADA parking stall, and 7 employee parking stalls. The existing parking lot is oriented east to west and has an approximately 24-foot wide entrance drive located between the parking lot and the entrance to the building, which creates a safety hazard for library patrons who are mobility impaired. A staff parking area and service area is located to the east of the existing building.

Two curb inlets with underground reinforced concrete pipe (RCP) comprise the existing storm sewer system. Stormwater runoff from approximately half of the total parking area sheet flows over the pavement to one Type III curb inlet. The other half of the parking area, the service drive, and the entrance drive all flow to the Type IV curb inlet. Stormwater is conveyed from each curb inlet to an existing City of Bellevue stormwater pipe located adjacent to Lincoln Road. An existing storm sewer pipe is indicated on the original plans which does not serve the site, but rather, an area inlet in the greenspace to the south of the site.

EXISTING MECHANICAL

The building was originally served by two air handling units in mechanical rooms which were replaced with gas-fired packaged rooftop units to serve the existing variable-air-volume system. The ductwork system originally served by the large air handling unit was split to be served by two rooftops, currently an Armstrong unit on the North and a Lennox unit in the middle. These two rooftop units serve the main library area. The smaller air handling system on the South is now served by a Carrier rooftop unit. This smaller system serves the staff areas, storage rooms, offices, and meeting rooms. The variable-air-volume (VAV) terminal boxes do not appear to be controlled and may not be currently used based on conversations with Library staff and City of Bellevue staff. There are several sensors labeled with VAV box numbers that staff has commented are abandoned. Three programmable thermostats currently control the three rooftop units. It appears that the rooftop units are constant volume single zone units. A natural gas fired Carrier furnace with condensing unit on grade serves the Northeast storage room and appears to be original to the building and is beyond its estimated service life.

The Armstrong rooftop unit is 19 years old and uses R-22 refrigerant which is no longer being manufactured. Replacing the Armstrong unit is recommended as it has also reached its estimated service life. The Lennox rooftop unit is 2 years old and uses R-410A refrigerant. The Carrier rooftop unit is 1 year old and also uses R-410A refrigerant. The Carrier unit is located too close to the edge of the roof and should have a guard at roof edge per 2012 International Mechanical Code. On the roof, the building relief hood, bathroom exhaust fan, and plumbing vent are too close to the outdoor air intake hood on the Carrier unit as well. Per 2012 IMC, they must be 10 feet apart.

EXISTING ELECTRICAL

The building is served by a 1200A, 208/120V main switchboard (MSB) manufactured by ITE. The MSB is original to the building, and ITE products have been obsoleted. The MSB serves various mechanical equipment along with three original 200A branch panels and one 200A load center added more recently to serve newer mechanical equipment. Branch panels L1 and L2 primarily serve building lighting and receptacle circuits. Branch panel L3 primarily serves electric heating loads. These panels are also original to the building and manufactured by ITE. They have little or no spare circuits available. The 200A Cutler Hammer load center serves only RTU-2 and a humidifier. The MSB currently has 8 open spaces.

Lighting for the building is provided primarily by lensed fluorescent troffers recessed in an acoustical tile ceiling, surface mounted fluorescent fixtures and industrial fluorescent striplights. Parking lot lighting is provided by pole mounted HID lights with adjustable heads. Walkway lighting is provided by pole lights with an acorn style lens and building mounted wall packs with HID lamps.

No automatic lighting controls for interior lighting were observed. Exterior lighting is controlled by two 24-hour dial time switches.

OPTION 1 OVERVIEW

The intent of option one is to revitalize the existing library within its current footprint. It's "big idea" is to refresh the library's interior space and improve patron experiences. Option one proposes full interior layout redesign, including mechanical and electrical updates throughout the building. Interior finishes and furnishing layouts are also renewed within this concept.

ARCHITECTURAL DESIGN NARRATIVE

Upon entry to the library, patrons will notice a bright, fresh interior environment. This will be achieved by restoring the original clerestory windows with new high-performance glazing, and by creating a new west picture window within the existing west wall alcove. These areas will utilize new window framing with high-efficiency glazing. New windows will be cut into the existing walls to break up the monolithic appearance of the exterior while admitting daylight to the interior. Wall shelving is introduced between windows as well, creating a pleasant environment within the stacks. Finally, a welcoming central "living room" is proposed at the north end of the lobby as a new interior focal point for the library, introducing generous north light to the interior and great views into the park-like setting outside.

Priorities realized

Restrooms are proposed to shift north of their current location to gain additional space in the Meeting Room to accommodate at least 150 people. The meeting room is proposed to remain adjacent to the main entrance for convenience. This interior enlargement of the meeting room will require a small staff area space reduction.

Study Rooms and a Maker Space have been incorporated into the Adult Collection area. It should be noted that Option One does not accommodate collection growth space. However, consideration has been given to utilize space saving technologies, such as a "red box" style system that could allow patrons to browse a consolidated digital media collection while greatly reducing the digital media collections footprint within the library. In addition, new higher efficiency periodical and paperback shelving is recommended to further the library's interior space efficiencies.

Interior Spaces

New men's, women's and staff restrooms, shifted north to expand meeting room

New circulation desk / staff area, New maker space, New quiet study, New YA area, New family toilet to the north

New Kid zone patio to the north

Finishes / equipment

Acquire more stack space by eliminating media browsing - with use of technology

Utilize more perimeter shelving.

Site Design

The proposed site concept is adaptable to each of the three proposed building concepts. Existing street access to the site remains the same. Public parking is re-oriented in the north-south direction, providing safer pedestrian flow to the building entry. New "head-in" handicapped and parking is provided, as well as a drop off/pick up circle. Each concept also proposes a new entry canopy that will greet patrons at the drop off circle and welcome them safely into the library. A new book-drop drive thru lane for patrons is also proposed with each concept to safely integrate with existing staff and service area circulation on the east side of the library.

STRUCTURAL DESIGN NARRATIVE

The perimeter walls of the existing structure consist of load-bearing CMU shear walls supporting steel beams and bar joists, and metal deck at the roof. In Option 1, it is proposed to remove the central segment of the North wall of the existing structure. This will require shoring for vertical loads and temporary bracing of the building for lateral loads until a new lateral-force-resisting system and vertical support system is in place. That new system is proposed to consist of reinforced shotcrete added to the existing remaining CMU walls on the North side of the existing building to thicken, stiffen, and strengthen the remaining walls. The intent of the shotcrete on the North side is to keep the demand/capacity ratios of the current and new conditions within Code limits. Rebar dowels will also be installed into the existing walls to mechanically connect them to the new shotcrete walls. The existing foundation walls may require new footings to be integrated into the existing wall footings (i.e., doweling rebar and epoxy through the existing footing and casting a new footing around the existing). The same retrofit may be required on the East side of the South End if the new large window is placed in the existing CMU shear wall

The new building addition for the book drop associated with this option is proposed to be structurally independent from the existing building. The roof structure is anticipated to consist of a metal roof deck supported by steel bar joists spanning to structural steel wide-flange beams connected to steel round or square Hollow Structural Steel (HSS) columns. Due to the existing footings, the new columns adjacent to the existing building are proposed to be set away from the face of the existing building about 4 feet to allow new footings to not interfere with the existing footings.

Steel moment frames are proposed for resisting wind and seismic loads. While braced frames are typically less expensive than moment frames, the foundations can become quite large and may interfere with the existing foundations. In addition, having an open interior with minimal obstructions is desirable in a library for atmosphere and future flexibility. Therefore, moment frames are proposed to be used.

An expansion joint will be designed to accommodate the displacements of the new addition structures and an estimate of the existing building drift (not analyzing the existing structure's anticipated drift explicitly).

The canopy is anticipated to be a free-standing structure using HSS steel members with a few moment frames in the transverse direction and two moment frame lines in the longitudinal directions using a beam-over-beam connection. Exposed structural steel are proposed to have a high-performance coating, while the concealed portions would be galvanized.

A cursory investigation of the existing steel joists supporting the roof (using load tables from 1972) indicates they were originally optimized with little or no spare capacity. Therefore, new and replacement mechanical units on the roof will likely require reinforcement of the existing bar joists using continuous solid rods welded to the inside corners of the top and bottom chords.

Type II-B construction requires a 0-hour fire rating (i.e., unprotected), so the steel members do not have to be fire-proofed or otherwise protected. The structural members just must be noncombustible (e.g., no wood used for structural elements).

CIVIL DESIGN NARRATIVE

The old parking lot should be removed and replaced with a new parking area orientated north to south to improve both pedestrian flow and safety. The location of the driveway on Lincoln Road, which serves the library parking area, will remain in the same place, however the ADA parking stalls will now be located on the north side of the entrance drive. This is an effort to increase pedestrian safety by limiting the time and distance someone with a

mobility impairment will have to travel in the entrance drive. A one-way drop off lane will be added to the front of the library, connecting to the south side of the new canopy. Parking islands with trees and other plantings will add aesthetic value to the parking area. A new drive lane will replace the existing pavement on the east side of the building. This will connect the new entrance drive with the new book drop addition. A new parking area for staff and other services will also use the new drive lane. The new parking areas can be expanded to include 123 parking stalls for both library users and staff. New ADA compliant sidewalks will connect the library entrance to the public sidewalk located west of the library, and other outdoor areas the library would like to improve.

A new storm sewer system, including curb inlets and underground piping, will be designed to meet the City of Bellevue drainage requirements. The design will attempt to use the existing connection to the public storm sewer. If necessary, a small stormwater detention basin or raingarden may be required to collect and clean stormwater from any new impervious surface. Location and design of the basin would be coordinated with library staff.

MECHANICAL DESIGN NARRATIVE

Rework the existing VAV system by replacing all 22 VAV terminal units with electric reheat, implementing VAV zone controls, reusing existing ductwork as possible, replacing all existing constant volume rooftop units for VAV rooftop units (with unit mounted controls) sized to accommodate rezoning for remodeled spaces and added windows. Remove furnace/condensing unit and incorporate the area served into the north VAV system. The North VAV rooftop unit would be estimated at a 25 ton unit, gas-fired, 8000 cfm supply air, with economizer capability. The middle VAV rooftop unit serving the clerestory area and the south area of the main library would be estimated at an 18 ton unit, gas-fired, 6500 cfm supply air with economizer capability. The South VAV rooftop unit serving the enlarged meeting room, staff areas, storage rooms, and offices would be estimated at a 12.5 ton unit, gas-fired, 5000 cfm supply air, with economizer capability. This unit location will need to be relocated away from the edge of the roof and coordinated with relief, exhaust, and vents.

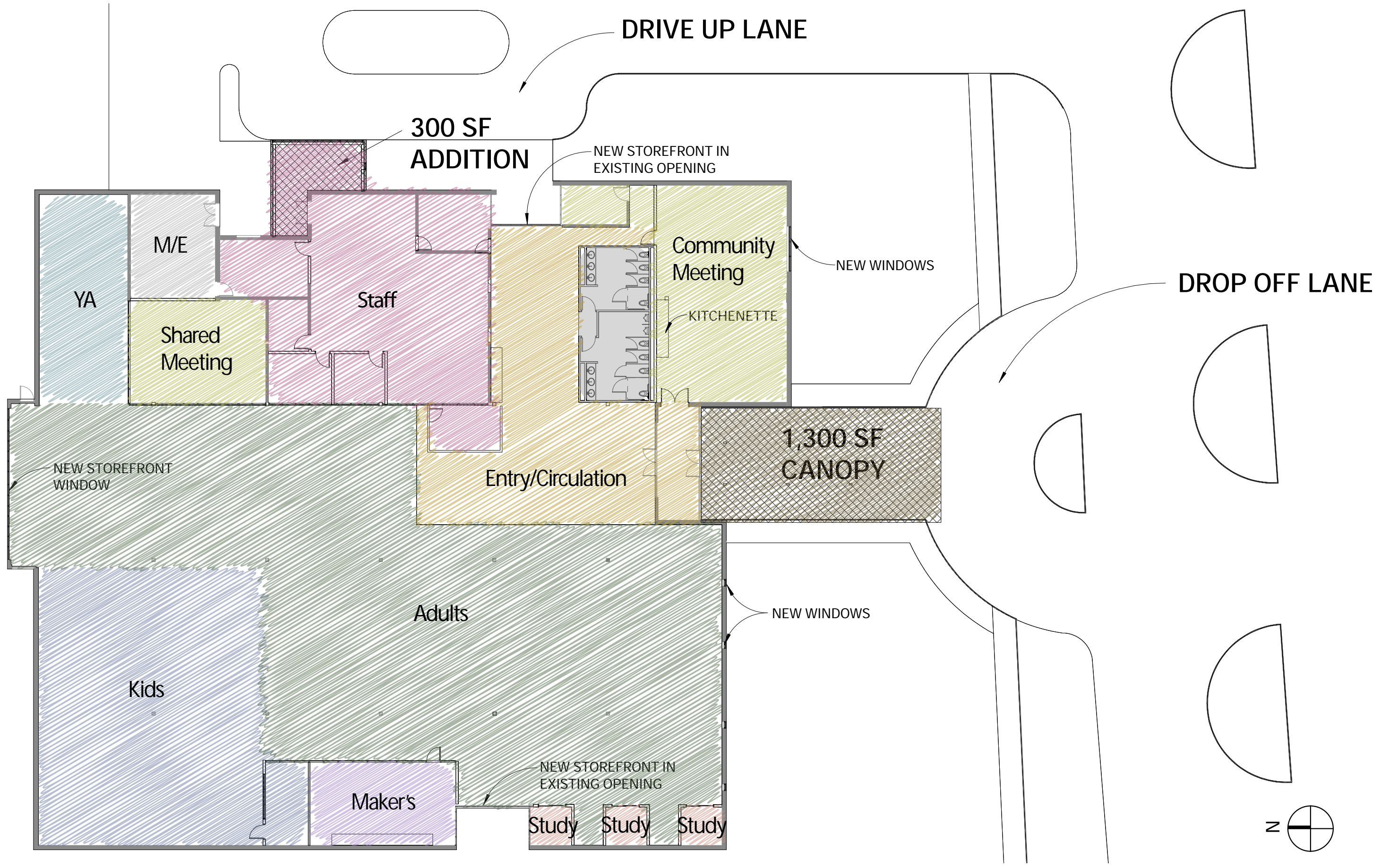
Natural gas piping on the roof will need to be modified and extended for rooftop unit replacements/resizing and additions.

Plumbing domestic water and sanitary piping will need to be modified for main restroom remodel and shift North. Piping will need to be extended to new family toilet. Exhaust ductwork and fan will be replaced to meet current code requirements with an exhaust fan added for the new family toilet.

ELECTRICAL DESIGN NARRATIVE

Use all existing electrical distribution. Add new branch panel(s) as required, fed from existing ITE MSB. Add and/or change existing circuits currently causing issues (i.e. receptacle circuit in meeting room). Replace all existing non-LED light fixtures with new LED fixtures. Add occupancy/vacancy sensors as required per energy code.

ESTIMATED PROBABLE COST: \$3,926,250
FF&E ARE NOT INCLUDED IN THIS ESTIMATE



OPTION 1 SCALE 1" = 20'-0"

003-10227-000 8/22/19

BELLEVUE PUBLIC LIBRARY CONCEPTUAL DESIGN

LEO A DALY



LEO A DALY

LEO A DALY



OPTION 2 OVERVIEW

The intent of option two is to “dream big!” and maximize the building on the site. This design option intends to brighten and refresh the interior, introduce refined exterior materials, and create several expanded areas: a significant north expansion, a south expansion, and small “jewel box” study rooms to the west.

ARCHITECTURAL DESIGN NARRATIVE

The exterior of Option Two proposes major facelifts on all four sides of the building. On the south side of the building, the main entry will receive a new entry canopy, the meeting room will expand, and the children’s area of the library will receive a new “front porch”. Several pop-out study nooks with windows on all sides will be added to the west side of the building. The intent of the glassy study nook concept is to draw more natural light into the building while showcasing the library’s energy and activity to passersby. A 10,000 square-foot addition is proposed to the north. This large addition is envisioned to have an open, exposed sloping wood structure, and is intended to draw patrons through the building and introduce an element of discovery and wonder within. An expansive glass wall blurs the boundary between interior and exterior. The park-like character of the site is experienced within the addition. Reading garden environments for children and possibly another four adults could be accessed from this area as well. In addition to high efficiency glass framing systems, new exterior walls around building’s perimeter would be clad in smooth precast concrete panels that complement the existing stone color.

Priorities realized:

This option allows for all priorities to be met.

Interior spaces

New men’s, women’s and staff restrooms, shifted north to expand meeting room, New circulation desk / staff area, New maker space, New YA area, New quiet study rooms, New family toilet near the new Men and Women’s room

Equipment

Acquire more stack space by eliminating media browsing - with use of technology

Utilize more perimeter shelving.

Site Design

The proposed site concept is adaptable to each of the three proposed building concepts. Existing street access to the site remains the same. Public parking is re-oriented in the north-south direction, providing safer pedestrian flow to the building entry. New “head-in” handicapped and parking is provided, as well as a drop off/pick up circle. Each concept also proposes a new entry canopy that will greet patrons at the drop off circle and welcome them safely into the library. A new book-drop drive thru lane for patrons is also proposed with each concept to safely integrate with existing staff and service area circulation on the east side of the library.

STRUCTURAL DESIGN NARRATIVE

The perimeter walls of the existing structure consist of load-bearing CMU shear walls supporting steel beams and bar joists, and metal deck at the roof. In Option 2, extensive removal of the load-bearing shear walls in the East-West direction is proposed to create an open layout and maximize future flexibility potential. Such significant

alterations to the existing lateral-force-resisting system, by Code, requires analysis and design of the existing structure in accordance with the current Code. Since the existing CMU walls are inadequately detailed by today's standards (e.g., insufficient lap splice of reinforcing, clearances, and development length in footing), and the small amount of remaining walls would be incapable of resisting the wind and seismic loads required by Code, it is proposed to completely remove the load-bearing CMU shear walls in the East-West Direction. This will require shoring for vertical loads and temporary bracing of the building for lateral loads until a new lateral-force-resisting system and vertical support system is in place. That new system is proposed to consist of steel moment frames with fixed bases on top of the existing foundation walls. The existing foundation walls may require new footings to be integrated into the existing wall footings (i.e., doweling rebar and epoxy through the existing footing and casting a new footing around the existing).

Since a new lateral-force-resisting system is proposed in the existing building for Option 2, it is proposed to tie the diaphragms of the new additions into the existing diaphragm of the existing building. Thus, there would not be expansion joints, except at the study room additions and the canopy. The new moment frames in the East-West direction would be designed for lateral and gravity loads from both the existing building and the new addition. In the East-West direction, additional moment frames are proposed on the outboard sides of each new addition structure. In the North-South Direction, it is proposed for the existing load-bearing CMU shear walls to remain and be supplemented with new moment frames in the new addition structures. The existing diaphragm, particularly at the interior clerestory area, will need to be investigated and may require reinforcement to resist code-required loads of the new combined structure.

As indicated above, the new building additions associated with this option are proposed to be structurally connected to the existing building. The roof structures are anticipated to consist of a metal roof deck supported by steel bar joists spanning to structural steel wide-flange beams connected to steel round or square Hollow Structural Steel (HSS) columns. The high-roof portion of the new roof of the large addition will be structured similar to the low roof, with the columns within the footprint of the high roof and also supporting low-roof beams. In addition, the existing roof is proposed to have structure added to it to form a projection to the North of the existing to create a continuous spine between the existing and new projections. The existing roof will be evaluated for the snow drift caused by the new high roofs, as well as the additional dead load of the new roof projection appendage. The new columns will generally be placed on the existing column grids, except as indicated below. Due to the existing footings, the new columns adjacent to the existing building are proposed to be set away from the face of the existing building about 4 feet to allow new footings to not interfere with the existing footings.

Steel moment frames are proposed for resisting wind and seismic loads in the new additions, as described above. While braced frames are typically less expensive than moment frames, the foundations can become quite large and may interfere with the existing foundations. In addition, having an open interior with minimal obstructions is desirable in a library for atmosphere and future flexibility. Therefore, moment frames are proposed to be used.

Expansion joints at the study room additions and the canopy will be designed to accommodate the displacements of the new addition structures and the combined new/existing building drift.

The exterior walls of the large new addition have clerestory windows at the top that prevent the supporting structure for the walls from going to the roof as in a conventional wall. Therefore, out-of-plane wind and seismic loads are proposed to be resisted with a structural steel system consisting of full-height columns (with vertical slip top connections) and horizontal girts at the top of the solid wall, header, and sill elevations supporting the vertically-spanning metal studs for the wall construction.

If an architectural wood panel ceiling system is used, it is proposed to support it with a substructure hung from the steel beams and bar joists (not the metal deck directly). In lieu of using "Special" joists, the bar joists may be upsized slightly to accommodate the point loads of the substructure with standard joists.

The canopy is anticipated to be a free-standing structure using HSS steel members with a few moment frames in the transverse direction and two moment frame lines in the longitudinal directions using a beam-over-beam connection. Exposed structural steel are proposed to have a high-performance coating, while the concealed portions would be galvanized.

A cursory investigation of the existing steel joists supporting the roof (using load tables from 1972) indicates they were originally optimized with little or no spare capacity. Therefore, new and replacement mechanical units on the roof will likely require reinforcement of the existing bar joists using continuous solid rods welded to the inside corners of the top and bottom chords.

Type II-B construction requires a 0-hour fire rating (i.e., unprotected), so the steel members do not have to be fire-proofed or otherwise protected. The structural members just have to be noncombustible (e.g., no wood used for structural elements).

CIVIL DESIGN NARRATIVE

The old parking lot should be removed and replaced with a new parking area orientated north to south to improve both pedestrian flow and safety. The location of the driveway on Lincoln Road, which serves the library parking area, will remain in the same place, however the ADA parking stalls will now be located on the north side of the entrance drive. This is an effort to increase pedestrian safety by limiting the time and distance someone with a mobility impairment will have to travel in the entrance drive. A one-way drop off lane will be added to the front of the library, connecting to the south side of the new canopy. Parking islands with trees and other plantings will add aesthetic value to the parking area. A new drive lane will replace the existing pavement on the east side of the building. This will connect the new entrance drive with the new book drop addition. A new parking area for staff and other services will also use the new drive lane. The new parking areas can be expanded to include 123 parking stalls for both library users and staff. New ADA compliant sidewalks will connect the library entrance to the public sidewalk located west of the library, and other outdoor areas the library would like to improve.

A new storm sewer system, including curb inlets and underground piping, will be designed to meet the City of Bellevue drainage requirements. The design will attempt to use the existing connection to the public storm sewer. A stormwater detention basin or raingarden will be required to collect and clean stormwater from any new impervious surface. Location and design of the basin would be coordinated with library staff.

MECHANICAL DESIGN NARRATIVE

The building was originally served by two air handling units in mechanical rooms which were replaced with gas-fired packaged rooftop units to serve the existing variable-air-volume system. The ductwork system originally served by the large air handling unit was split to be served by two rooftops, currently an Armstrong unit on the North and a Lennox unit in the middle. These two rooftop units serve the main library area. The smaller air handling system on the South is now served by a Carrier rooftop unit. This smaller system serves the staff areas, storage rooms, offices, and meeting rooms. The variable-air-volume (VAV) terminal boxes do not appear to be controlled and may not be currently used based on conversations with Library staff and City of Bellevue staff. There are several sensors labeled with VAV box numbers that staff has commented are abandoned. Three programmable thermostats currently control the three rooftop units. It appears that the rooftop units are

constant volume single zone units. A natural gas fired Carrier furnace with condensing unit on grade serves the Northeast storage room and appears to be original to the building and is beyond its estimated service life.

The Armstrong rooftop unit is 19 years old and uses R-22 refrigerant which is no longer being manufactured. Replacing the Armstrong unit is recommended as it has also reached its estimated service life. The Lennox rooftop unit is 2 years old and uses R-410A refrigerant. The Carrier rooftop unit is 1 year old and also uses R-410A refrigerant. The Carrier unit is located too close to the edge of the roof and should have a guard at roof edge per 2012 International Mechanical Code. On the roof, the building relief hood, bathroom exhaust fan, and plumbing vent are too close to the outdoor air intake hood on the Carrier unit as well. Per 2012 IMC, they must be 10 feet apart.

For Option 2, rework the existing VAV system by replacing all 22 VAV terminal units with electric reheat, implementing VAV zone controls, reusing existing ductwork as possible, replacing all existing constant volume rooftop units for VAV rooftop units (with unit mounted controls) sized to accommodate rezoning for remodeled spaces and added windows. Remove furnace/condensing unit and incorporate the area served into the north VAV system. The North VAV rooftop unit would serve the same existing North and main area of the library as Option 1 plus the 3 additions on the West. The North VAV rooftop unit would be estimated at a 30 ton unit, gas-fired, 10,300 cfm supply air, with economizer capability. The North 10,300 SF addition VAV rooftop unit (load may be split into 2 rooftop units) is estimated at 38 Tons, 12,500 cfm supply air with economizer capability and zoned into 7 VAV terminal units with electric heat. The middle VAV rooftop unit serving the clerestory area, south area of the main library, and additions would be estimated at a 25 ton unit, gas-fired, 8600 cfm supply air with economizer capability. The South VAV rooftop unit serving the enlarged meeting room, addition, staff areas, storage rooms, and offices would be estimated at a 25 ton unit, gas-fired, 9000 cfm supply air, with economizer capability. This unit location will need to be relocated away from the edge of the roof and coordinated with relief, exhaust, and vents.

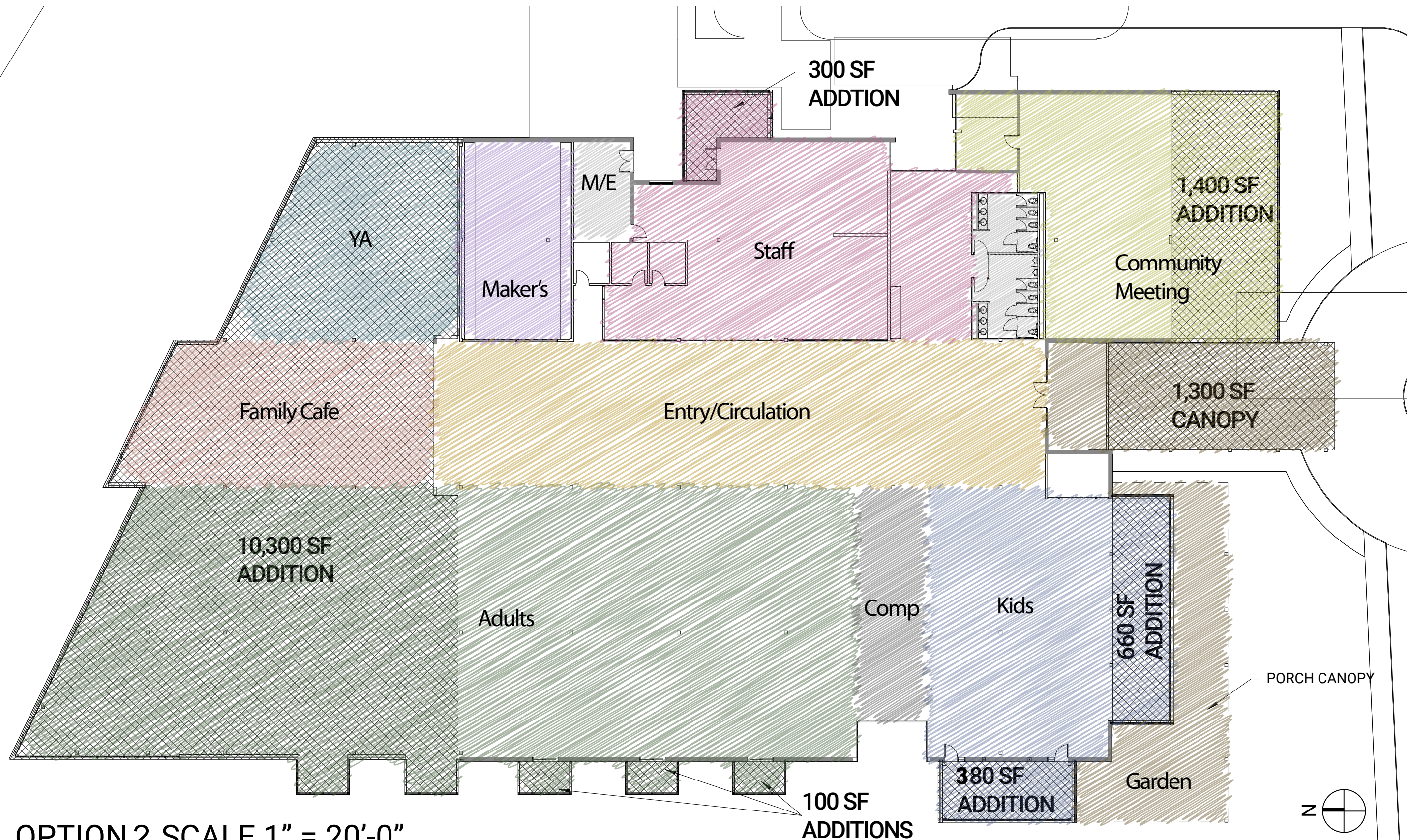
Natural gas piping on the roof will need to be modified and extended for rooftop unit replacements/resizing and additions.

Plumbing domestic water and sanitary piping will need to be modified for main restroom remodel and shift North. Piping will need to be extended to new family toilet. Exhaust ductwork and fan will be replaced to meet current code requirements with an exhaust fan added for the new family toilet.

ELECTRICAL DESIGN NARRATIVE

Replace existing MSB with new 1600A MSB. Replace all existing branch panels with new equipment and reconnect existing loads. Add new branch panel(s) as required, fed from new MSB. Demolish all existing lighting. Design new architecturally integrated and exterior lighting layout with LED fixtures. Demolish all lighting controls. Provide new lighting control system with updated lighting zones, automatic controls and digital interface.

ESTIMATED PROBABLE COST: \$8,210,370
 FF&E ARE NOT INCLUDED IN THIS ESTIMATE



OPTION 2 SCALE 1" = 20'-0"

BELLEVUE PUBLIC LIBRARY CONCEPTUAL DESIGN

003-10227-000 8/22/19

LEO A DALY



LEO A DALY

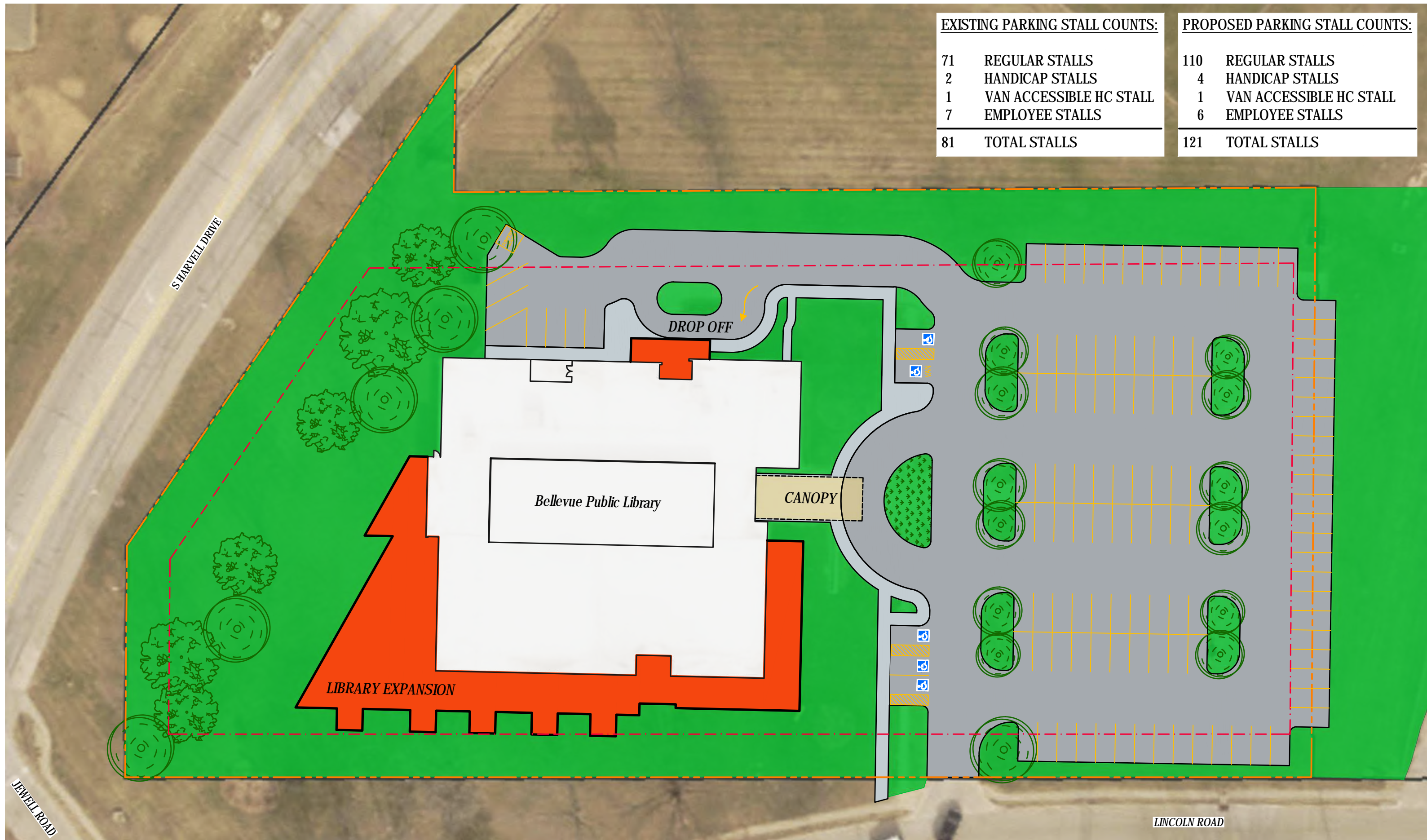


EXISTING PARKING STALL COUNTS:

71	REGULAR STALLS
2	HANDICAP STALLS
1	VAN ACCESSIBLE HC STALL
7	EMPLOYEE STALLS
81	TOTAL STALLS

PROPOSED PARKING STALL COUNTS:

110	REGULAR STALLS
4	HANDICAP STALLS
1	VAN ACCESSIBLE HC STALL
6	EMPLOYEE STALLS
121	TOTAL STALLS



OPTION 3 OVERVIEW

The intent of Option Three is to limit building expansion to one grand gesture that will minimize disruption of the existing building. The concept intends to use existing architectural features to recapture daylighting into the facility and to include significant glazing within the proposed addition area.

ARCHITECTURAL DESIGN NARRATIVE

Design efforts for Option Three center around an 8000 SF north addition to the library. This addition would be clad in masonry to complement the existing stone. The concept envisions a relocated Children’s Collection to the north side of the facility, allowing the Adult Collection to expand towards the south. A new “living room” for all ages is located within the addition, extending a sense of ownership to all patrons within the Bright, new addition. The children’s area is highlighted by a low clerestory with a large corner window facing the nearby busy street intersection. This beckoning view allows passersby a glimpse into the library, ultimately drawing them in to explore.

Natural light will be introduced into the building by opening up the existing storefront and clerestory windows. These will be re-glazed with high-efficiency insulated glazing. New vertical windows will be cut into the existing stone walls to break up the monolithic look at the exterior. A re-roof of the entire building will be needed to restore the lobby clerestory windows.

Priorities realized:

This option allows for several priorities to be met. We’ve expanded the meeting room north and updated the restrooms and we provided a bookstore / café. These services are all clustered together near the entrance and can be secured for afterhours access. Study rooms, maker space and shared meeting rooms are being incorporated into the existing portion of the building, along with a designated YA area. The Children’s area redesign will include an office and a workspace, and a family toilet can be worked into where the former janitor’s closet is currently located.

We will eliminate the monument sign outside and add three dimensional letters to the building for signage. We are also proposing a new kid zone patio to the north.

Interior spaces:

New restrooms, shifted north to expand meeting room, New circulation desk / staff area, New maker space, New quiet study rooms, New YA area, New family toilet to the north, New men’s, women’s and staff toilet

Equipment:

Acquire more stack space by eliminating media browsing - with use of technology

Utilize more perimeter shelving.

Site Design

The proposed site concept is adaptable to each of the three proposed building concepts. Existing street access to the site remains the same. Public parking is re-oriented in the north-south direction, providing safer pedestrian flow to the building entry. New “head-in” handicapped and parking is provided, as well as a drop off/pick up circle. Each concept also proposes a new entry canopy that will greet patrons at the drop off circle and welcome them safely into the library. A new book-drop drive thru lane for patrons is also proposed with each concept to safely integrate with existing staff and service area circulation on the east side of the library.

STRUCTURAL DESIGN NARRATIVE

The perimeter walls of the existing structure consist of load-bearing CMU shear walls supporting steel beams and bar joists, and metal deck at the roof. In Option 3, it is proposed to remove the central segment of the North wall of the existing structure. This will require shoring for vertical loads and temporary bracing of the building for lateral loads until a new lateral-force-resisting system and vertical support system is in place. That new system is proposed to consist of reinforced shotcrete added to the existing remaining CMU walls on the North side of the existing building to thicken, stiffen, and strengthen the remaining walls. The intent of the shotcrete on the North side is to keep the demand/capacity ratios of the current and new conditions within Code limits. Rebar dowels will also be installed into the existing walls to mechanically connect them to the new shotcrete walls. The existing foundation walls may require new footings to be integrated into the existing wall footings (i.e., doweling rebar and epoxy through the existing footing and casting a new footing around the existing).

The new building additions associated with this option are proposed to be structurally independent from the existing building. The roof structure is anticipated to consist of a metal roof deck supported by steel bar joists spanning to structural steel wide-flange beams connected to steel round or square Hollow Structural Steel (HSS) columns. The high-roof portion of the new roof will be structured similar to the low roof, with the columns within the footprint of the high roof and also supporting low-roof beams. The existing roof will be evaluated for the snow drift caused by the new high roof. The new columns will generally be placed on the existing column grids, except as indicated below. Due to the existing footings, the new columns adjacent to the existing building are proposed to be set away from the face of the existing building about 4 feet to allow new footings to not interfere with the existing footings.

Steel moment frames are proposed for resisting wind and seismic loads. While braced frames are typically less expensive than moment frames, the foundations can become quite large and may interfere with the existing foundations. In addition, having an open interior with minimal obstructions is desirable in a library for atmosphere and future flexibility. Therefore, moment frames are proposed to be used.

Expansion joints will be designed to accommodate the displacements of the new addition structures and an estimate of the existing building drift (not analyzing the existing structure's anticipated drift explicitly).

The exterior walls of the large new addition have clerestory windows at the top that prevent the supporting structure for the walls from going to the roof as in a conventional wall. Therefore, out-of-plane wind and seismic loads are proposed to be resisted with a structural steel system consisting of full-height columns (with vertical slip top connections) and horizontal girts at the top of the solid wall, header, and sill elevations supporting the vertically-spanning metal studs for the wall construction.

If an architectural wood panel ceiling system is used, it is proposed to support it with a substructure hung from the steel beams and bar joists (not the metal deck directly). In lieu of using "Special" joists, the bar joists may be upsized slightly to accommodate the point loads of the substructure with standard joists.

The canopy is anticipated to be a free-standing structure using HSS steel members with a few moment frames in the transverse direction and two moment frame lines in the longitudinal directions using a beam-over-beam connection. Exposed structural steel are proposed to have a high-performance coating, while the concealed portions would be galvanized.

A cursory investigation of the existing steel joists supporting the roof (using load tables from 1972) indicates they were originally optimized with little or no spare capacity. Therefore, new and replacement mechanical units on the roof will likely require reinforcement of the existing bar joists using continuous solid rods welded to the inside corners of the top and bottom chords.

Type II-B construction requires a 0-hour fire rating (i.e., unprotected), so the steel members do not have to be fire-proofed or otherwise protected. The structural members just have to be noncombustible (e.g., no wood used for structural elements).

CIVIL DESIGN NARRATIVE

The old parking lot should be removed and replaced with a new parking area orientated north to south to improve both pedestrian flow and safety. The location of the driveway on Lincoln Road, which serves the library parking area, will remain in the same place, however the ADA parking stalls will now be located on the north side of the entrance drive. This is an effort to increase pedestrian safety by limiting the time and distance someone with a mobility impairment will have to travel in the entrance drive. A one-way drop off lane will be added to the front of the library, connecting to the south side of the new canopy. Parking islands with trees and other plantings will add aesthetic value to the parking area. A new drive lane will replace the existing pavement on the east side of the building. This will connect the new entrance drive with the new book drop addition. A new parking area for staff and other services will also use the new drive lane. The new parking areas can be expanded to include 123 parking stalls for both library users and staff. New ADA compliant sidewalks will connect the library entrance to the public sidewalk located west of the library, and other outdoor areas the library would like to improve.

A new storm sewer system, including curb inlets and underground piping, will be designed to meet the City of Bellevue drainage requirements. The design will attempt to use the existing connection to the public storm sewer. A small stormwater detention basin or raingarden will be required to collect and clean stormwater from any new impervious surface. Location and design of the basin would be coordinated with library staff.

MECHANICAL DESIGN NARRATIVE

The building was originally served by two air handling units in mechanical rooms which were replaced with gas-fired packaged rooftop units to serve the existing variable-air-volume system. The ductwork system originally served by the large air handling unit was split to be served by two rooftops, currently an Armstrong unit on the North and a Lennox unit in the middle. These two rooftop units serve the main library area. The smaller air handling system on the South is now served by a Carrier rooftop unit. This smaller system serves the staff areas, storage rooms, offices, and meeting rooms. The variable-air-volume (VAV) terminal boxes do not appear to be controlled and may not be currently used based on conversations with Library staff and City of Bellevue staff. There are several sensors labeled with VAV box numbers that staff has commented are abandoned. Three programmable thermostats currently control the three rooftop units. It appears that the rooftop units are constant volume single zone units. A natural gas fired Carrier furnace with condensing unit on grade serves the Northeast storage room and appears to be original to the building and is beyond its estimated service life.

The Armstrong rooftop unit is 19 years old and uses R-22 refrigerant which is no longer being manufactured. Replacing the Armstrong unit is recommended as it has also reached its estimated service life. The Lennox rooftop unit is 2 years old and uses R-410A refrigerant. The Carrier rooftop unit is 1 year old and also uses R-410A refrigerant. The Carrier unit is located too close to the edge of the roof and should have a guard at roof edge per 2012 International Mechanical Code. On the roof, the building relief hood, bathroom exhaust fan, and plumbing vent are too close to the outdoor air intake hood on the Carrier unit as well. Per 2012 IMC, they must be 10 feet apart.

For Option 3, rework the existing VAV system by replacing all 22 VAV terminal units with electric reheat, implementing VAV zone controls, reusing existing ductwork as possible, replacing all existing constant volume rooftop units for VAV rooftop units (with unit mounted controls) sized to accommodate rezoning for remodeled

spaces and added windows. Remove furnace/condensing unit and incorporate the area served into the north VAV system. The North VAV rooftop unit would be estimated at a 25 ton unit, gas-fired, 8000 cfm supply air, with economizer capability. The North 8,000 SF addition VAV rooftop unit is estimated at 25 Tons, 7,000 cfm supply air, with economizer capability and zoned into 6 VAV terminal units with electric heat. The middle VAV rooftop unit serving the clerestory area and the south area of the main library would be estimated at an 18 ton unit, gas-fired, 6500 cfm supply air with economizer capability. The South VAV rooftop unit serving the enlarged meeting room, staff areas, storage rooms, and offices would be estimated at a 12.5 ton unit, gas-fired, 5000 cfm supply air, with economizer capability. This unit location will need to be relocated away from the edge of the roof and coordinated with relief, exhaust, and vents.

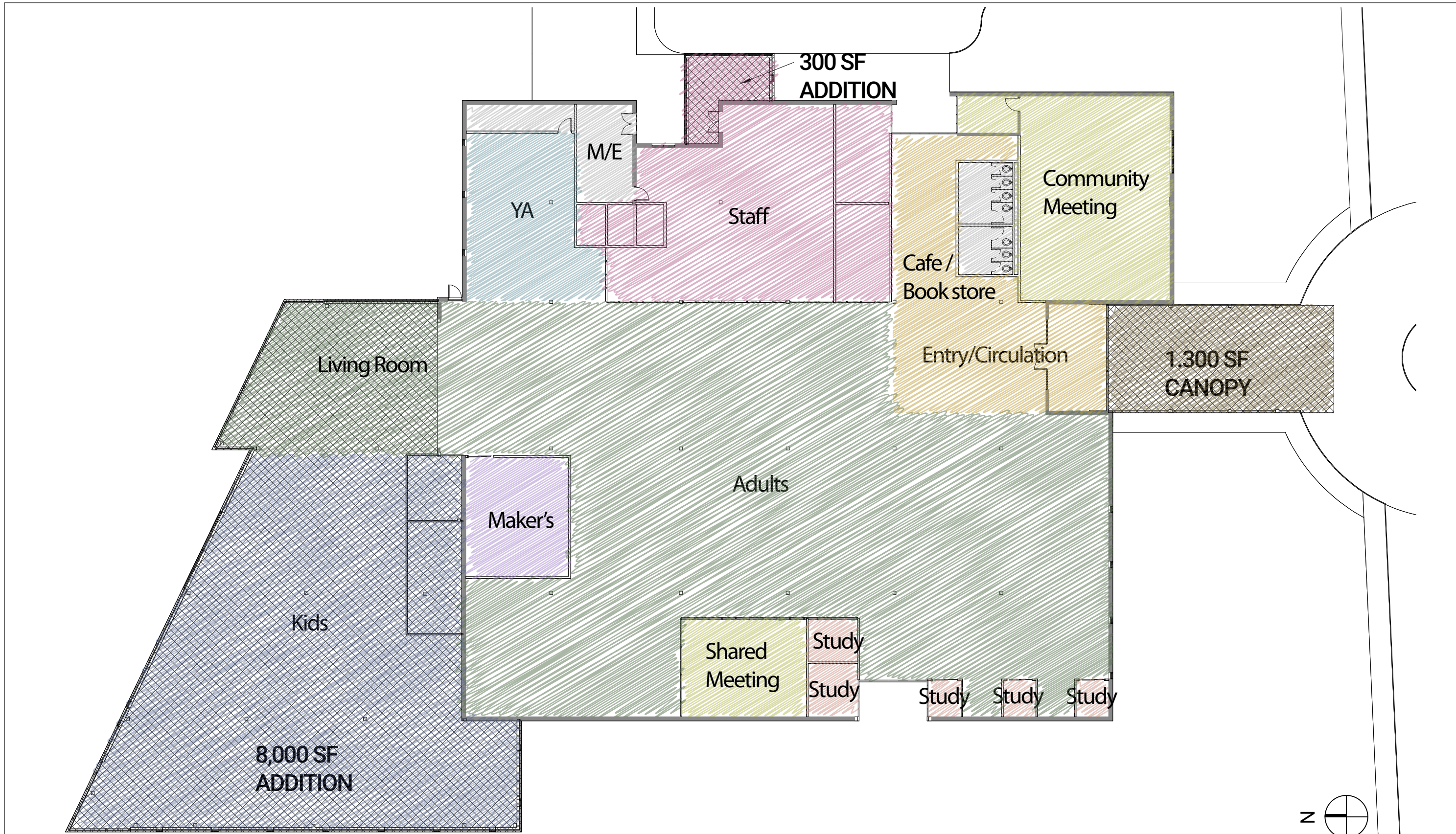
Natural gas piping on the roof will need to be modified and extended for rooftop unit replacements/resizing and additions.

Plumbing domestic water and sanitary piping will need to be modified for main restroom remodel and shift North. Piping will need to be extended to new family toilet. Exhaust ductwork and fan will be replaced to meet current code requirements with an exhaust fan added for the new family toilet.

ELECTRICAL DESIGN NARRATIVE

Replace existing MSB with new 1600A MSB. Replace all existing branch panels with new equipment and reconnect existing loads. Add new branch panel(s) as required, fed from new MSB. Demolish all existing lighting. Design new architecturally integrated and exterior lighting layout with LED fixtures. Demolish all lighting controls. Provide new lighting control system with updated lighting zones, automatic controls and digital interface.

ESTIMATED PROBABLE COST: \$6,031,660
FF&E ARE NOT INCLUDED IN THIS ESTIMATE



OPTION 3 SCALE 1" = 20'-0"

003-10227-000 8/22/19

BELLEVUE PUBLIC LIBRARY CONCEPTUAL DESIGN

LEO A DALY



LEO A DALY

LEO A DALY



OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
FINAL SUMMARY SHEET		Cost Per Square Foot			
Option 1					
	Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)	22,500	S.F.	\$174.50	\$3,926,250.00
Option 2					
	Option 2 - Renovation and New Addition - 300 S.F. Addition (Page 4)	22,500	S.F.	\$193.60	\$4,355,980.00
	Option 2 - New Additions - 380 S.F. Addition (Page 5)	380	S.F.	\$401.68	\$152,640.00
	Option 2 - New Additions - 300 S.F. Addition (Page 6)	300	S.F.	\$352.97	\$105,890.00
	Option 2 - New Additions - 660 S.F. Addition (Page 7)	660	S.F.	\$276.35	\$182,390.00
	Option 2 - New Additions - 1,400 S.F. Addition (Page 8)	1,400	S.F.	\$218.49	\$305,890.00
	Option 2 - New Additions - 10,300 S.F. Addition (Page 9)	10,300	S.F.	\$301.71	\$3,107,580.00
	Option 2 Total of Renovation and New Additions =	35,540	S.F.	\$231.02	\$8,210,370.00
Option 3					
	Option 3 - Renovation and New 300 S.F. Addition (Page 10)	22,500	S.F.	\$182.86	\$4,114,380.00
	Option 3 - New Addition - 8,000 S.F. (Page 11)	8,000	S.F.	\$239.66	\$1,917,280.00
	Option 3 Total of Renovation and New Additions =	30,500	S.F.	\$197.76	\$6,031,660.00
NOTE:	The following mark-ups are included in the above costs:				
	General Conditions, Overhead, Profit, Insurance and Bond -	15%			
	Design Contingency -	5%			
	Escalation -	5%			
NOTE:	See Page 2 for Qualifications				

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
FINAL SUMMARY SHEET - Continued		Cost Per Square Foot			

QUALIFICATIONS

- 1 No sales tax is included. Assumed facility is tax exempt.
- 2 No asbestos removal is included.
- 3 No costs are included for furniture, furnishings or movable equipment.
- 4 No costs are included for major fixed equipment.
- 5 The estimated construction costs assumed the project will be competitively bid with a minimum of 3-4 bidders.
- 6 Assumed construction to be during normal working hours.
- 7 The construction costs shall be used for budgeting and planning purposes only and shall not be used as an actual bid as given by a contractor to build the project.
- 8 The construction totals are rounded to the nearest \$10.00.

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
SUMMARY SHEET		Cost Per Square Foot			
Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)					
	Demolition - General (Pages 12-13)	22,500	S.F.	\$16.91	\$380,570.00
	New Construction - General (Pages 14-17)	22,500	S.F.	\$62.71	1,410,870.00
	New Construction - Mechanical (Pages 18-19)	22,500	S.F.	\$32.28	726,380.00
	New Construction - Electrical (Page 20)	22,500	S.F.	\$25.73	578,900.00
	SUBTOTAL =				\$3,096,720.00
	General Conditions, Overhead, Profit, Insurance and Bond - 15%				\$464,510.00
	SUBTOTAL =				\$3,561,230.00
	Design Contingency - 5%				\$178,060.00
	SUBTOTAL =				\$3,739,290.00
	Escalation - 5%				\$186,960.00
	CONSTRUCTION TOTAL =				\$3,926,250.00
	COST PER SQUARE FOOT FOR	22,500	S.F.	=	\$174.50

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
SUMMARY SHEET - Continued		Cost Per Square Foot			
Option 2 - Renovation and New Addition - 300 S.F. Addition (Page 4)					
	Demolition - General (Pages 21-22)	22,500	S.F.	\$19.51	\$439,070.00
	New Construction - General (Pages 23-26)	22,500	S.F.	\$67.14	1,510,600.00
	New Construction - Mechanical (Pages 27-28)	22,500	S.F.	\$37.91	853,080.00
	New Construction - Electrical (Page 29)	22,500	S.F.	\$28.13	632,900.00
	SUBTOTAL =				\$3,435,650.00
	General Conditions, Overhead, Profit, Insurance and Bond -	15%			\$515,350.00
	SUBTOTAL =				\$3,951,000.00
	Design Contingency -	5%			\$197,550.00
	SUBTOTAL =				\$4,148,550.00
	Escalation -	5%			\$207,430.00
	CONSTRUCTION TOTAL =				\$4,355,980.00
	COST PER SQUARE FOOT FOR	22,500	S.F.	=	\$193.60

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
SUMMARY SHEET - Continued		Cost Per Square Foot			
Option 2 - New Additions - 380 S.F. Addition (Page 5)					
	New Construction - General (Page 30)	380	S.F.	\$256.00	\$97,280.00
	New Construction - Mechanical (Page 30)	380	S.F.	\$36.50	13,870.00
	New Construction - Electrical (Page 30)	380	S.F.	\$24.32	9,240.00
	SUBTOTAL =				\$120,390.00
	General Conditions, Overhead, Profit, Insurance and Bond -	15%			\$18,060.00
	SUBTOTAL =				\$138,450.00
	Design Contingency -	5%			\$6,920.00
	SUBTOTAL =				\$145,370.00
	Escalation -	5%			\$7,270.00
	CONSTRUCTION TOTAL =				\$152,640.00
	COST PER SQUARE FOOT FOR	380	S.F.	=	\$401.68

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
SUMMARY SHEET - Continued		Cost Per Square Foot			
Option 2 - New Additions - 10,300 S.F. Addition (Page 9)					
	New Construction - General (Page 34)	10,300	S.F.	\$166.00	\$1,709,800.00
	New Construction - Mechanical (Page 34)	10,300	S.F.	\$49.61	510,950.00
	New Construction - Electrical (Page 34)	10,300	S.F.	\$22.36	230,270.00
	SUBTOTAL =				\$2,451,020.00
	General Conditions, Overhead, Profit, Insurance and Bond -	15%			\$367,650.00
	SUBTOTAL =				\$2,818,670.00
	Design Contingency -	5%			\$140,930.00
	SUBTOTAL =				\$2,959,600.00
	Escalation -	5%			\$147,980.00
	CONSTRUCTION TOTAL =				\$3,107,580.00
	COST PER SQUARE FOOT FOR	10,300	S.F.	=	\$301.71

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
SUMMARY SHEET - Continued		Cost Per Square Foot			
Option 3 - Renovation and New 300 S.F. Addition (Page 10)					
	Demolition - General (Pages 35-36)	22,500	S.F.	\$17.38	\$391,120.00
	New General (Pages 37-40)	22,500	S.F.	\$63.83	1,436,100.00
	New Mechanical (Pages 41-42)	22,500	S.F.	\$34.84	783,980.00
	New Electrical (Page 43)	22,500	S.F.	\$28.17	633,900.00
	SUBTOTAL =				\$3,245,100.00
	General Conditions, Overhead, Profit, Insurance and Bond -	15%			\$486,770.00
	SUBTOTAL =				\$3,731,870.00
	Design Contingency -	5%			\$186,590.00
	SUBTOTAL =				\$3,918,460.00
	Escalation -	5%			\$195,920.00
	CONSTRUCTION TOTAL =				\$4,114,380.00
	COST PER SQUARE FOOT FOR	22,500	S.F.	=	\$182.86

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
SUMMARY SHEET - Continued		Cost Per Square Foot			
Option 3 - New Addition - 8,000 S.F. (Page 11)					
	New Construction - General (Page 44)	8,000	S.F.	\$121.00	\$968,000.00
	New Construction - Mechanical (Page 44)	8,000	S.F.	\$46.13	369,000.00
	New Construction - Electrical (Page 44)	8,000	S.F.	\$21.90	175,200.00
	SUBTOTAL =				\$1,512,200.00
	General Conditions, Overhead, Profit, Insurance and Bond -	15%			\$226,830.00
	SUBTOTAL =				\$1,739,030.00
	Design Contingency -	5%			\$86,950.00
	SUBTOTAL =				\$1,825,980.00
	Escalation -	5%			\$91,300.00
	CONSTRUCTION TOTAL =				\$1,917,280.00
	COST PER SQUARE FOOT FOR	8,000	S.F.	=	\$239.66

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)					
Demolition - General (Pages 12-13)					
1	Remove and haul-off existing parking lot.	3,000	S.Y.	9.00	\$27,000.00
2	Remove and haul-off existing storm sewer system.	1	L.S.	7,500.00	7,500.00
3	Temporary shoring at north side.	155	L.F.	140.00	21,700.00
4	Remove and haul-off partial exterior walls for new windows.	600	S.F.	10.00	6,000.00
5	Remove and haul-off partial interior concrete slab-on-grade at north for foundation.	500	S.F.	8.00	4,000.00
6	Remove and haul-off existing roofing.	22,500	S.F.	1.75	39,380.00
7	Remove and haul-off for clerestory windows.	540	S.F.	7.00	3,780.00
8	Remove and haul-off partial concrete walks.	1,100	S.F.	0.80	880.00
9	Remove and haul-off partial interior concrete floor at new plumbing piping.	150	S.F.	10.00	1,500.00
10	Remove and haul-off interior metal studs and gyp board walls - 600' x 14' =	8,400	S.F.	3.00	25,200.00
11	Remove and haul-off partial interior gyp board at existing walls - 100' x 10' =	1,000	S.F.	1.50	1,500.00
12	Remove and haul-off interior single doors, frames and hardware.	22	EA.	225.00	4,950.00
13	Remove and haul-off reception base cabinets.	10	L.F.	30.00	300.00
14	Remove and haul-off base cabinets.	42	L.F.	22.00	920.00
15	Remove and haul-off wall cabinets.	36	L.F.	17.00	610.00
16	Remove and haul-off interior single toilet room accessories.	2	EA.	500.00	1,000.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)					
Demolition - General (Pages 12-13)					
17	Remove and haul-off interior flooring finishes.	22,500	S.F.	2.00	45,000.00
18	Remove and haul-off Interior ceilings.	22,500	S.F.	1.20	27,000.00
19	Remove and haul-off plumbing fixtures.	9	EA.	300.00	2,700.00
20	Remove and haul-off Lennox and Carrier RTUs, carrier furnace and condensing unit at grade.	5	EA.	7,000.00	35,000.00
21	Remove and haul-off V.A.V. boxes.	22	EA.	325.00	7,150.00
22	Remove and haul-off H.V.A.C. distribution system.	22,500	S.F.	3.00	67,500.00
23	Remove and haul-off electrical outlets, lights and fire alarm.	22,500	S.F.	2.00	45,000.00
24	Re-use main switchboard and distribution panels.	1	L.S.	0.00	0.00
25	Clean-up before new construction.	1	L.S.	5,000.00	5,000.00
	SUBTOTAL =				\$380,570.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)					
New Construction - General (Pages 14-17)					
1	8" concrete paving.	1,544	S.Y.	50.00	\$77,200.00
2	6" concrete paving.	4,362	S.Y.	45.00	196,290.00
3	4" concrete paving.	274	S.Y.	40.00	10,960.00
4	6" integral curb.	1,974	L.F.	10.00	19,740.00
5	6" curb and gutter.	106	L.F.	15.00	1,590.00
6	Curb inlets and storm system.	1	L.S.	20,000.00	20,000.00
7	Excavation at partial north wall.	80	C.Y.	20.00	1,600.00
8	Concrete foundation dowelled to existing at north wall.	20	C.Y.	450.00	9,000.00
9	Compacted backfill.	60	C.Y.	15.00	900.00
10	Steel lintel at north window opening.	38	L.F.	50.00	1,900.00
11	Concrete foundations at addition.	50	L.F.	70.00	3,500.00
12	Patch back concrete slab-on-grade at interior of north wall.	500	S.F.	5.50	2,750.00
13	Structural steel beams and columns at new addition.	300	S.F.	30.00	9,000.00
14	1-1/2" x 20 gauge metal roof deck at addition.	300	S.F.	3.00	900.00
15	Additional E.P.D.M. adhered roofing, insulation and flashing at addition.	300	S.F.	14.00	4,200.00
16	Additional E.P.D.M. adhered roofing, insulation and flashing at existing building.	22,500	S.F.	12.50	281,250.00
17	Aluminum storefront exterior windows and clerestory windows.	1,100	S.F.	45.00	49,500.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)					
New Construction - General (Pages 14-17)					
18	Interior reinforced short Crete at north elevation.	2,200	S.F.	15.00	33,000.00
19	Interior metal studs and gyp board at north elevation.	2,200	S.F.	6.00	13,200.00
20	Exterior operable book drop at addition.	40	S.F.	65.00	2,600.00
21	Paint exterior horizontal stone band.	1,950	S.F.	3.00	5,850.00
22	Clean existing exterior stone walls.	9,100	S.F.	3.50	31,850.00
23	Outdoor patio area at north.	900	S.F.	6.00	5,400.00
24	Exterior face brick and back-up system.	700	S.F.	50.00	35,000.00
25	Exterior entrance roof canopy.	1,300	S.F.	47.00	61,100.00
26	Patch back concrete slab-on-grade at new plumbing piping.	150	S.F.	12.00	1,800.00
27	Interior metal studs and gyp board walls with sound insulation - 450' x 14' =	6,300	S.F.	12.50	78,750.00
28	Interior gyp board at partial interior walls - 100' x 10' =	1,000	S.F.	2.25	2,250.00
29	Interior windows and frames - 160' x 10' =	1,600	S.F.	37.00	59,200.00
30	Interior single solid wood core doors, frames and hardware.	12	EA.	1,250.00	15,000.00
31	Interior sliding glass double sidelites, frames and windows.	3	EA.	4,500.00	13,500.00
32	Information circulation island base cabinets - custom and solid surface top/waterfall.	1	EA.	15,000.00	15,000.00
33	Base cabinets.	30	L.F.	240.00	7,200.00
34	Wall cabinets.	25	L.F.	130.00	3,250.00

OPINION OF PROBABLE COST

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ITEM	DESCRIPTION				
Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)					
New Construction - General (Pages 14-17)					
35	Reuse existing library shelves.	1	L.S.	0.00	0.00
36	Full height staff lockers.	10	EA.	220.00	2,200.00
37	Slatwall / tackboard at kitchenette.	150	S.F.	16.00	2,400.00
38	Dishwasher, microwave, refrigerator and kitchenette.	1	L.S.	5,500.00	5,500.00
39	Toilet / housekeeping accessories:				
	Single family toilet accessories.	1	EA.	1,300.00	1,300.00
	4-stall womens toilet accessories.	1	EA.	9,300.00	9,300.00
	Single counter sink accessories.	3	EA.	400.00	1,200.00
	Janitor closet accessories.	1	EA.	550.00	550.00
	6-stall mens toilet accessories.	1	EA.	11,500.00	11,500.00
40	Wall finishes - 2,100 L.F.:				
	Porcelain tile - 130' x 10' =	1,300	S.F.	14.00	18,200.00
	Paint - 1,870' x 10' =	18,700	S.F.	1.20	22,440.00
	Wood paneling - 100' x 10' =	1,000	S.F.	22.00	22,000.00
41	Flooring and base - 22,500 S.F.:				
	Porcelain tile.	320	S.F.	15.00	4,800.00
	Carpet tiles.	20,880	S.F.	5.00	104,400.00
	V.C.T.	1,300	S.F.	4.00	5,200.00
42	Ceilings - 22,500 S.F.:				
	Painted gyp board and suspension system.	320	S.F.	16.00	5,120.00
	2' x 2' ATC and suspension system.	22,180	S.F.	3.50	77,630.00
43	Wall, floor and ceiling finishes at new addition.	300	S.F.	12.00	3,600.00
44	Guardrail at roof for existing carrier unit.	40	L.F.	70.00	2,800.00
45	Markerboards, bulletinboards and tackboards.	1	L.S.	7,500.00	7,500.00
46	Fire extinguishers and cabinets.	2	EA.	750.00	1,500.00

OPINION OF PROBABLE COST

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ITEM	DESCRIPTION				
Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)					
New Construction - Mechanical (Pages 18-19)					
1	Sprinkler heads and piping.	22,500	S.F.	3.50	\$78,750.00
2	New fire service entrance.	1	EA.	7,500.00	7,500.00
3	Plumbing fixtures and rough-in piping:				
	Water closets.	8	EA.	2,800.00	22,400.00
	Single counter sinks.	9	EA.	1,900.00	17,100.00
	Electric water coolers - hi / lo.	1	EA.	3,300.00	3,300.00
	Janitor closet floor sink.	1	EA.	2,100.00	2,100.00
	Floor drains.	2	EA.	900.00	1,800.00
4	30 gallon domestic hot water heater.	1	EA.	2,500.00	2,500.00
5	Domestic hot water circulating pump.	1	EA.	1,100.00	1,100.00
6	Plumbing piping.	22,500	S.F.	1.25	28,130.00
7	Plumbing rough-in at refrigerator.	1	EA.	400.00	400.00
8	V.A.V. air terminal units with electric reheat.	22	EA.	1,600.00	35,200.00
9	25 ton / 8,000 CFM gas fired A.H.U.	1	EA.	100,000.00	100,000.00
10	18 ton / 6,500 CFM RTU.	1	EA.	72,000.00	72,000.00
11	12.5 ton / 500 CFM RTU.	1	EA.	10,000.00	10,000.00
12	Gas piping modification to RTUs.	1	L.S.	9,000.00	9,000.00
13	Exhaust fans at toilet rooms.	2	EA.	500.00	1,000.00
14	Volume dampers.	22	EA.	55.00	1,210.00
15	Galvanized supply, return and exhaust ductwork.	15,000	Lbs.	11.50	172,500.00
16	Duct insulation.	11,000	S.F.	3.50	38,500.00

OPINION OF PROBABLE COST

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ITEM	DESCRIPTION				
Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)					
New Construction - Mechanical (Pages 18-19)					
17	Supply diffusers.	74	EA.	150.00	11,100.00
18	Return / grilles registers.	37	EA.	120.00	4,440.00
19	Mechanical system at addition.	300	S.F.	27.00	8,100.00
20	Piping identification.	1	L.S.	5,500.00	5,500.00
21	Testing and balancing.	1	L.S.	14,000.00	14,000.00
22	Temperature controls / energy management system.	22,500	S.F.	3.50	78,750.00
SUBTOTAL =					\$726,380.00

OPINION OF PROBABLE COST

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ITEM	DESCRIPTION				
Option 1 - Renovation and New Addition - 300 S.F. Addition (Page 3)					
New Construction - Electrical (Page 20)					
1	100 amp electrical distribution panel, breakers and feeders.	1	EA.	3,000.00	\$3,000.00
2	225 amp electrical distribution panel, breakers and feeders.	1	EA.	5,500.00	5,500.00
3	Reuse electrical distribution panels, breakers and feeders.	1	L.S.	0.00	0.00
4	Electrical supply and connection to mechanical equipment.	1	L.S.	5,500.00	5,500.00
5	Electrical exterior / interior lights, switches, occupancy sensors, conduit and wiring.	22,500	S.F.	10.00	225,000.00
6	Lighting control system.	1	L.S.	15,000.00	15,000.00
7	Exterior / interior electrical outlets, conduit and wiring:	22,500	S.F.	4.00	90,000.00
8	Intercom system.	22,500	S.F.	1.10	24,750.00
9	Fire alarm system.	22,500	S.F.	2.50	56,250.00
10	Security system rough-in.	22,500	S.F.	2.00	45,000.00
11	A.V. system.	22,500	S.F.	1.30	29,250.00
12	Telephone rough-in.	22,500	S.F.	1.50	33,750.00
13	Data rough-in.	22,500	S.F.	1.80	40,500.00
14	Electrical system at new addition.	300	S.F.	18.00	5,400.00
SUBTOTAL =					\$578,900.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - Renovation and New Addition - 300 S.F. Addition (Page 4)					
Demolition - General (Pages 21-22)					
1	Remove and haul-off existing parking lot.	3,000	S.Y.	9.00	\$27,000.00
2	Remove and haul-off existing storm sewer system.	1	L.S.	7,500.00	7,500.00
3	Temporary shoring at new additions.	260	L.F.	140.00	36,400.00
4	Remove and haul-off partial exterior walls for new windows.	300	S.F.	10.00	3,000.00
5	Remove and haul-off partial interior concrete slab-on-grade at north for foundation.	800	S.F.	8.00	6,400.00
6	Remove and haul-off existing roofing.	22,500	S.F.	1.75	39,380.00
7	Remove and haul-off for clerestory windows.	540	S.F.	7.00	3,780.00
8	Remove and haul-off partial concrete walks.	1,100	S.F.	0.80	880.00
9	Stone walls for new additions - 260' x 15' =	3,900	S.F.	12.00	46,800.00
10	Remove and haul-off partial interior concrete floor at new plumbing piping.	150	S.F.	10.00	1,500.00
11	Remove and haul-off interior metal studs and gyp board walls - 220' x 14' =	3,080	S.F.	3.00	9,240.00
12	Remove and haul-off partial interior gyp board at existing walls - 100' x 10' =	1,000	S.F.	1.50	1,500.00
13	Remove and haul-off interior single doors, frames and hardware.	15	EA.	225.00	3,380.00
14	Remove and haul-off reception base cabinets.	10	L.F.	30.00	300.00
15	Remove and haul-off base cabinets.	42	L.F.	22.00	920.00
16	Remove and haul-off wall cabinets.	36	L.F.	17.00	610.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - Renovation and New Addition - 300 S.F. Addition (Page 4)					
Demolition - General (Pages 21-22)					
17	Remove and haul-off interior single toilet room accessories.	2	EA.	500.00	1,000.00
18	Remove and haul-off interior flooring finishes.	22,500	S.F.	2.00	45,000.00
19	Remove and haul-off Interior ceilings.	22,500	S.F.	1.25	28,130.00
20	Remove and haul-off plumbing fixtures.	9	EA.	300.00	2,700.00
21	Remove and haul-off Lennox and Carrier RTUs, carrier furnace and condensing unit at grade.	5	EA.	7,000.00	35,000.00
22	Remove and haul-off V.A.V. boxes.	22	EA.	325.00	7,150.00
23	Remove and haul-off H.V.A.C. distribution system.	22,500	S.F.	3.00	67,500.00
24	Remove and haul-off electrical outlets, lights and fire alarm.	22,500	S.F.	2.00	45,000.00
25	Remove and haul away main switchboard and distribution panels.	1	L.F.	14,000.00	14,000.00
26	Clean-up before new construction.	1	L.S.	5,000.00	5,000.00
	SUBTOTAL =				\$439,070.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - Renovation and New Addition - 300 S.F. Addition (Page 4)					
New Construction - General (Pages 23-26)					
1	8" concrete paving.	1,544	S.Y.	50.00	\$77,200.00
2	6" concrete paving.	4,362	S.Y.	45.00	196,290.00
3	4" concrete paving.	274	S.Y.	40.00	10,960.00
4	6" integral curb.	1,974	L.F.	10.00	19,740.00
5	6" curb and gutter.	106	L.F.	15.00	1,590.00
6	Curb inlets and storm system.	1	L.S.	20,000.00	20,000.00
7	Excavation at partial north wall.	135	C.Y.	20.00	2,700.00
8	Concrete foundation dowelled to existing at north wall.	35	C.Y.	450.00	15,750.00
9	Compacted backfill.	100	C.Y.	15.00	1,500.00
10	Steel columns and beams at new additions to existing building.	260	L.F.	70.00	18,200.00
11	Concrete foundations at new addition.	50	L.F.	70.00	3,500.00
12	Patch back concrete slab-on-grade at interior of additions.	800	S.F.	5.50	4,400.00
13	Structural steel beams and columns at new addition.	300	S.F.	30.00	9,000.00
14	1-1/2" x 20 gauge metal roof deck at addition.	300	S.F.	3.00	900.00
15	Additional E.P.D.M. adhered roofing, insulation and flashing at addition.	300	S.F.	14.00	4,200.00
16	Additional E.P.D.M. adhered roofing, insulation and flashing at existing building.	22,500	S.F.	12.50	281,250.00
17	Aluminum storefront exterior windows and clerestory windows.	540	S.F.	45.00	24,300.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - Renovation and New Addition - 300 S.F. Addition (Page 4)					
New Construction - General (Pages 23-26)					
18	Exterior operable book drop at addition.	40	S.F.	65.00	2,600.00
19	Paint exterior horizontal stone band.	780	S.F.	3.00	2,340.00
20	Clean existing exterior stone walls - 9,100 + 3,900 S.F. =	5,200	S.F.	3.50	18,200.00
21	Outdoor patio area at north.	900	S.F.	6.00	5,400.00
22	Exterior architectural precast and back-up system.	700	S.F.	60.00	42,000.00
23	Exterior entrance roof canopy.	1,300	S.F.	47.00	61,100.00
24	Add moment frames to existing structure.	1	L.S.	85,000.00	85,000.00
25	Patch back concrete slab-on-grade at new plumbing piping.	150	S.F.	12.00	1,800.00
26	Interior metal studs and gyp board walls with sound insulation - 450' x 14' =	6,300	S.F.	12.50	78,750.00
27	Interior gyp board at partial interior walls - 100' x 10' =	1,000	S.F.	2.25	2,250.00
28	Interior windows and frames - 70' x 10' =	700	S.F.	37.00	25,900.00
29	Interior single glass doors, frames and hardware.	12	EA.	4,500.00	54,000.00
30	Interior sliding solid wood core double sidelites, frames and windows.	3	EA.	1,900.00	5,700.00
31	Information circulation island base cabinets - custom and solid surface top / waterfall.	1	EA.	15,000.00	15,000.00
32	Base cabinets.	30	L.F.	240.00	7,200.00
33	Wall cabinets.	25	L.F.	130.00	3,250.00
34	Reuse existing library shelves.	1	L.S.	0.00	0.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - Renovation and New Addition - 300 S.F. Addition (Page 4)					
New Construction - General (Pages 23-26)					
35	Full height staff lockers.	10	EA.	220.00	2,200.00
36	Slatwall / tackboard at kitchenette.	150	S.F.	16.00	2,400.00
37	Dishwasher, microwave, refrigerator and kitchenette.	1	L.S.	5,500.00	5,500.00
38	Toilet / housekeeping accessories:				
	Single family toilet accessories.	1	EA.	1,300.00	1,300.00
	4-stall womens toilet accessories.	1	EA.	9,300.00	9,300.00
	Single counter sink accessories.	1	EA.	400.00	400.00
	Janitor closet accessories.	1	EA.	550.00	550.00
	6-stall mens toilet accessories.	1	EA.	11,500.00	11,500.00
39	Wall finishes - 1,600 L.F.:				
	Porcelain tile - 130' x 10' =	1,300	S.F.	15.00	19,500.00
	Paint - 1,870' x 10' =	13,700	S.F.	1.25	17,130.00
	Wood paneling - 100' x 10' =	1,000	S.F.	22.00	22,000.00
40	Flooring and base - 22,500 S.F.:				
	Porcelain tile.	320	S.F.	15.00	4,800.00
	Carpet tiles.	20,880	S.F.	5.00	104,400.00
	V.C.T.	20,500	S.F.	4.00	82,000.00
41	Ceilings - 22,500 S.F.:				
	Painted gyp board and suspension system.	320	S.F.	16.00	5,120.00
	2' x 2' ATC and suspension system.	22,180	S.F.	3.50	77,630.00
42	Wall, floor and ceiling finishes at new addition.	300	S.F.	12.00	3,600.00
43	Guardrail at roof for existing carrier unit.	40	L.F.	70.00	2,800.00
44	Markerboards, bulletinboards and tackboards.	1	L.S.	7,500.00	7,500.00
45	Fire extinguishers and cabinets.	2	EA.	750.00	1,500.00
46	Interior signage allowance.	1	L.S.	5,000.00	5,000.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - Renovation and New Addition - 300 S.F. Addition (Page 4)					
New Construction - Mechanical (Pages 27-28)					
1	Sprinkler heads and piping.	22,500	S.F.	3.50	\$78,750.00
2	New fire service entrance.	1	EA.	7,500.00	7,500.00
3	Plumbing fixtures and rough-in piping:				
	Water closets.	8	EA.	2,800.00	22,400.00
	Single counter sinks.	9	EA.	1,900.00	17,100.00
	Electric water coolers - hi / lo.	1	EA.	3,300.00	3,300.00
	Janitor closet floor sink.	1	EA.	2,100.00	2,100.00
	Floor drains.	2	EA.	900.00	1,800.00
4	30 gallon domestic hot water heater.	1	EA.	2,500.00	2,500.00
5	Domestic hot water circulating pump.	1	EA.	1,100.00	1,100.00
6	Plumbing piping.	22,500	S.F.	1.25	28,130.00
7	Plumbing rough-in at refrigerator.	1	EA.	400.00	400.00
8	V.A.V. air terminal units with electric reheat.	29	EA.	1,600.00	46,400.00
9	30 ton 10,300 CFM RTU.	1	EA.	105,000.00	105,000.00
10	25 ton 8,600 CFM RTU	1	EA.	95,000.00	95,000.00
	25 ton, 9,000 CFM RTU	1	EA.	100,000.00	100,000.00
11	Gas piping modifications to RTUs.	1	L.S.	12,000.00	12,000.00
12	Exhaust fans at toilet rooms.	2	EA.	500.00	1,000.00
13	Volume dampers.	22	EA.	55.00	1,210.00
14	Galvanized supply, return and exhaust ductwork.	15,000	Lbs.	11.50	172,500.00
15	Duct insulation.	11,000	S.F.	3.50	38,500.00
16	Supply diffusers.	74	EA.	150.00	11,100.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - Renovation and New Addition - 300 S.F. Addition (Page 4)					
New Construction - Electrical (Page 29)					
1	1,600 amp, 208/120 volt, 3-phase main switchboard.	1	EA.	55,000.00	\$55,000.00
2	100 amp electrical distribution panel, breakers and feeders.	1	EA.	3,000.00	3,000.00
3	225 amp electrical distribution panel, breakers and feeders.	1	EA.	5,500.00	5,500.00
4	Reuse electrical distribution panels, breakers and feeders.	1	L.S.	0.00	0.00
5	Electrical supply and connection to mechanical equipment.	1	L.S.	4,500.00	4,500.00
6	Electrical exterior / interior lights, switches, occupancy sensors, conduit and wiring.	22,500	S.F.	10.00	225,000.00
7	Lighting control system.	1	L.S.	15,000.00	15,000.00
8	Exterior / interior electrical outlets, conduit and wiring:	22,500	S.F.	4.00	90,000.00
9	Intercom system.	22,500	S.F.	1.10	24,750.00
10	Fire alarm system.	22,500	S.F.	2.50	56,250.00
11	Security system rough-in.	22,500	S.F.	2.00	45,000.00
12	A.V. system.	22,500	S.F.	1.30	29,250.00
13	Telephone rough-in.	22,500	S.F.	1.50	33,750.00
14	Data rough-in.	22,500	S.F.	1.80	40,500.00
15	Electrical system at new addition.	300	S.F.	18.00	5,400.00
SUBTOTAL =					\$632,900.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - New Additions - 380 S.F. Addition (Page 5)					
New Construction - General (Page 30)					
1	General Construction - 380 S.F.:				
	Concrete foundations.	380	S.F.	9.00	\$3,420.00
	Concrete slab-on-grade.	380	S.F.	6.00	2,280.00
	Exterior aluminum storefront and brick.	380	S.F.	190.00	72,200.00
	Steel roof structure and deck.	380	S.F.	20.00	7,600.00
	T.P.O. roof system, insulation and flashing.	380	S.F.	13.00	4,940.00
	Interior walls and doors - minimal.	380	S.F.	8.00	3,040.00
	Interior finishes.	380	S.F.	10.00	3,800.00
	SUBTOTAL =				\$97,280.00
New Construction - Mechanical (Page 30)					
1	Mechanical Construction - 380 S.F.:				
	Sprinkler heads and piping.	380	S.F.	3.50	\$1,330.00
	Roof drains and piping.	380	S.F.	6.00	2,280.00
	H.V.A.C. distribution system.	380	S.F.	27.00	10,260.00
	SUBTOTAL =				\$13,870.00
New Construction - Electrical (Page 30)					
1	Electrical Construction - 380 S.F.:				
	50 amp electrical panel, feeder, breakers and feeders.	1	EA.	1,300.00	\$1,300.00
	Power distribution system.	380	S.F.	4.00	1,520.00
	Lighting distribution system.	380	S.F.	10.00	3,800.00
	Fire alarm distribution system.	380	S.F.	2.50	950.00
	Public address.	380	S.F.	1.10	420.00
	Telephone / data system.	380	S.F.	3.30	1,250.00
	SUBTOTAL =				\$9,240.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - New Additions - 300 S.F. Addition (Page 6)					
New Construction - General (Page 31)					
1	General Construction - 300 S.F.:				
	Concrete foundations.	300	S.F.	9.00	\$2,700.00
	Concrete slab-on-grade.	300	S.F.	6.00	1,800.00
	Exterior aluminum storefront and brick.	300	S.F.	150.00	45,000.00
	Steel roof structure and deck.	300	S.F.	20.00	6,000.00
	T.P.O. roof system, insulation and flashing.	300	S.F.	13.00	3,900.00
	Interior walls and doors - minimal.	300	S.F.	8.00	2,400.00
	Interior finishes.	300	S.F.	10.00	3,000.00
	SUBTOTAL =				\$64,800.00
New Construction - Mechanical (Page 31)					
1	Mechanical Construction - 300 S.F.:				
	Sprinkler heads and piping.	300	S.F.	3.50	\$1,050.00
	Roof drains and piping.	300	S.F.	6.00	1,800.00
	H.V.A.C. distribution system.	300	S.F.	27.00	8,100.00
	SUBTOTAL =				\$10,950.00
New Construction - Electrical (Page 31)					
1	Electrical Construction - 300 S.F.:				
	Circuit breakers and feeders at existing panel.	3	EA.	500.00	\$1,500.00
	Power distribution system.	300	S.F.	4.00	1,200.00
	Lighting distribution system.	300	S.F.	10.00	3,000.00
	Fire alarm distribution system.	300	S.F.	2.50	750.00
	Public address.	300	S.F.	1.10	330.00
	Telephone / data system.	300	S.F.	3.30	990.00
	SUBTOTAL =				\$7,770.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - New Additions - 660 S.F. Addition (Page 7)					
New Construction - General (Page 32)					
1	General Construction - 660 S.F.:				
	Concrete foundations.	660	S.F.	9.00	\$5,940.00
	Concrete slab-on-grade.	660	S.F.	6.00	3,960.00
	Exterior aluminum storefront and stone walls.	660	S.F.	90.00	59,400.00
	Steel roof structure and deck.	660	S.F.	20.00	13,200.00
	T.P.O. roof system, insulation and flashing.	660	S.F.	13.00	8,580.00
	Interior walls and doors - minimal.	660	S.F.	8.00	5,280.00
	Interior finishes.	660	S.F.	10.00	6,600.00
	SUBTOTAL =				\$102,960.00
New Construction - Mechanical (Page 32)					
1	Mechanical Construction - 660 S.F.:				
	Sprinkler heads and piping.	660	S.F.	3.50	\$2,310.00
	Roof drains and piping.	660	S.F.	6.00	3,960.00
	H.V.A.C. distribution system.	660	S.F.	27.00	17,820.00
	SUBTOTAL =				\$24,090.00
New Construction - Electrical (Page 32)					
1	Electrical Construction - 660 S.F.:				
	100 amp electrical panel, breakers and feeders.	1	EA.	3,000.00	\$3,000.00
	Power distribution system.	660	S.F.	4.00	2,640.00
	Lighting distribution system.	660	S.F.	10.00	6,600.00
	Fire alarm distribution system.	660	S.F.	2.50	1,650.00
	Public address.	660	S.F.	1.10	730.00
	Telephone / data system.	660	S.F.	3.30	2,180.00
	SUBTOTAL =				\$16,800.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 2 - New Additions - 1,400 S.F. Addition (Page 8)					
New Construction - General (Page 33)					
1	General Construction - 1,400 S.F.:				
	Concrete foundations.	1,400	S.F.	9.00	\$12,600.00
	Concrete slab-on-grade.	1,400	S.F.	6.00	8,400.00
	Exterior aluminum storefront and stone walls.	1,400	S.F.	45.00	63,000.00
	Steel roof structure and deck.	1,400	S.F.	20.00	28,000.00
	T.P.O. roof system, insulation and flashing.	1,400	S.F.	13.00	18,200.00
	Interior walls and doors - minimal.	1,400	S.F.	8.00	11,200.00
	Interior finishes.	1,400	S.F.	10.00	14,000.00
	SUBTOTAL =				\$155,400.00
New Construction - Mechanical (Page 33)					
1	Mechanical Construction - 1,400 S.F.:				
	Sprinkler heads and piping.	1,400	S.F.	3.50	\$4,900.00
	Roof drains and piping.	1,400	S.F.	6.00	8,400.00
	H.V.A.C. distribution system.	1,400	S.F.	27.00	37,800.00
	SUBTOTAL =				\$51,100.00
New Construction - Electrical (Page 33)					
1	Electrical Construction - 1,400 S.F.:				
	225 amp electrical panel, breakers and feeders.	1	EA.	5,500.00	\$5,500.00
	Power distribution system.	1,400	S.F.	4.00	5,600.00
	Lighting distribution system.	1,400	S.F.	10.00	14,000.00
	Fire alarm distribution system.	1,400	S.F.	2.50	3,500.00
	Public address.	1,400	S.F.	1.10	1,540.00
	Telephone / data system.	1,400	S.F.	3.30	4,620.00
	SUBTOTAL =				\$34,760.00

OPINION OF PROBABLE COST

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ITEM	DESCRIPTION				
Option 2 - New Additions - 10,300 S.F. Addition (Page 9)					
New Construction - General (Page 34)					
1	General Construction - 10,300 S.F.:				
	Concrete foundations.	10,300	S.F.	9.00	\$92,700.00
	Concrete slab-on-grade.	10,300	S.F.	6.00	61,800.00
	Exterior aluminum storefront and brick.	10,300	S.F.	50.00	515,000.00
	Steel roof structure and deck.	10,300	S.F.	20.00	206,000.00
	T.P.O. roof system, insulation and flashing.	10,300	S.F.	13.00	133,900.00
	Interior walls and doors - minimal.	10,300	S.F.	8.00	82,400.00
	Interior finishes - wood panel ceiling and carpet.	10,300	S.F.	60.00	618,000.00
	SUBTOTAL =				\$1,709,800.00
New Construction - Mechanical (Page 34)					
1	Mechanical Construction - 10,300 S.F.:				
	Sprinkler heads and piping.	10,300	S.F.	3.50	\$36,050.00
	Roof drains and piping.	10,300	S.F.	6.00	61,800.00
	H.V.A.C. distribution system.	10,300	S.F.	27.00	278,100.00
	38 ton, 12,500 CFM RTU	1	EA.	135,000.00	135,000.00
	SUBTOTAL =				\$510,950.00
New Construction - Electrical (Page 34)					
1	Electrical Construction - 10,300 S.F.:				
	225 amp electrical panel, breakers and feeders.	2	EA.	5,500.00	\$11,000.00
	150 amp electrical panel, breakers and feeders.	1	EA.	4,000.00	4,000.00
	Power distribution system.	10,300	S.F.	4.00	41,200.00
	Lighting distribution system.	10,300	S.F.	10.00	103,000.00
	Fire alarm distribution system.	10,300	S.F.	2.50	25,750.00
	Public address.	10,300	S.F.	1.10	11,330.00
	Telephone / data system.	10,300	S.F.	3.30	33,990.00
	SUBTOTAL =				\$230,270.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 3 - Renovation and New 300 S.F. Addition (Page 10)					
Demolition - General (Pages 35-36)					
1	Remove and haul-off existing parking lot.	3,000	S.Y.	9.00	\$27,000.00
2	Remove and haul-off existing storm sewer system.	1	L.S.	7,500.00	7,500.00
3	Temporary shoring at north side.	155	L.F.	140.00	21,700.00
4	Remove and haul-off partial exterior walls for new windows.	600	S.F.	10.00	6,000.00
5	Remove and haul-off partial interior concrete slab-on-grade at north for foundation.	500	S.F.	8.00	4,000.00
6	Remove and haul-off existing roofing.	22,500	S.F.	1.75	39,380.00
7	Remove and haul-off for clerestory windows.	540	S.F.	7.00	3,780.00
8	Remove and haul-off partial concrete walks.	1,100	S.F.	0.80	880.00
9	Remove and haul-off partial interior concrete floor at new plumbing piping.	150	S.F.	10.00	1,500.00
10	Remove and haul-off interior metal studs and gyp board walls - 600' x 14' =	7,700	S.F.	3.00	23,100.00
11	Remove and haul-off partial interior gyp board at existing walls - 100' x 10' =	1,000	S.F.	1.50	1,500.00
12	Remove and haul-off interior single doors, frames and hardware.	16	EA.	225.00	3,600.00
13	Remove and haul-off reception base cabinets.	10	L.F.	30.00	300.00
14	Remove and haul-off base cabinets.	42	L.F.	22.00	920.00
15	Remove and haul-off wall cabinets.	36	L.F.	17.00	610.00
16	Remove and haul-off interior single toilet room accessories.	2	EA.	500.00	1,000.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 3 - Renovation and New 300 S.F. Addition (Page 10)					
Demolition - General (Pages 35-36)					
17	Remove and haul-off interior flooring finishes.	22,500	S.F.	2.00	45,000.00
18	Remove and haul-off Interior ceilings.	22,500	S.F.	1.20	27,000.00
19	Remove and haul-off plumbing fixtures.	9	EA.	300.00	2,700.00
20	Remove and haul-off Lennox and Carrier RTUs, carrier furnace and condensing unit at grade.	5	EA.	7,000.00	35,000.00
21	Remove and haul-off V.A.V. boxes.	22	EA.	325.00	7,150.00
22	Remove and haul-off H.V.A.C. distribution system.	22,500	S.F.	3.00	67,500.00
23	Remove and haul-off electrical outlets, lights and fire alarm.	22,500	S.F.	2.00	45,000.00
24	Remove and haul away main switchboard and distribution panels.	1	L.S.	14,000.00	14,000.00
25	Clean-up before new construction.	1	L.S.	5,000.00	5,000.00
SUBTOTAL =					\$391,120.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 3 - Renovation and New 300 S.F. Addition (Page 10)					
New General (Pages 37-40)					
1	8" concrete paving.	1,544	S.Y.	50.00	\$77,200.00
2	6" concrete paving.	4,362	S.Y.	45.00	196,290.00
3	4" concrete paving.	274	S.Y.	40.00	10,960.00
4	6" integral curb.	1,974	L.F.	10.00	19,740.00
5	6" curb and gutter.	106	L.F.	15.00	1,590.00
6	Curb inlets and storm system.	1	L.S.	20,000.00	20,000.00
7	Excavation at partial north wall.	80	C.Y.	20.00	1,600.00
8	Concrete foundation dowelled to existing at north wall.	20	C.Y.	450.00	9,000.00
9	Compacted backfill.	60	C.Y.	15.00	900.00
10	Steel lintel at north window opening.	38	L.F.	50.00	1,900.00
11	Concrete foundations at addition.	50	L.F.	70.00	3,500.00
12	Patch back concrete slab-on-grade at interior of north wall.	500	S.F.	5.50	2,750.00
13	Structural steel beams and columns at new addition.	300	S.F.	30.00	9,000.00
14	1-1/2" x 20 gauge metal roof deck at addition.	300	S.F.	3.00	900.00
15	Additional E.P.D.M. adhered roofing, insulation and flashing at addition.	300	S.F.	14.00	4,200.00
16	Additional E.P.D.M. adhered roofing, insulation and flashing at existing building.	22,500	S.F.	12.50	281,250.00
17	Aluminum storefront exterior windows and clerestory windows.	1,100	S.F.	45.00	49,500.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 3 - Renovation and New 300 S.F. Addition (Page 10)					
New General (Pages 37-40)					
18	Interior reinforced short Crete at north elevation.	2,200	S.F.	15.00	33,000.00
19	Interior metal studs and gyp board at north elevation.	2,200	S.F.	6.00	13,200.00
20	Exterior operable book drop at addition.	40	S.F.	65.00	2,600.00
21	Paint exterior horizontal stone band.	1,950	S.F.	3.00	5,850.00
22	Clean existing exterior stone walls.	9,100	S.F.	3.50	31,850.00
23	Outdoor patio area at north.	900	S.F.	6.00	5,400.00
24	Exterior face brick and back-up system.	700	S.F.	50.00	35,000.00
25	Exterior entrance roof canopy.	1,300	S.F.	47.00	61,100.00
26	Patch back concrete slab-on-grade at new plumbing piping.	150	S.F.	12.00	1,800.00
27	Interior metal studs and gyp board walls with sound insulation - 725' x 14' =	10,150	S.F.	12.50	126,880.00
28	Interior gyp board at partial interior walls - 100' x 10' =	1,000	S.F.	2.25	2,250.00
29	Interior windows and frames - 90' x 10' =	900	S.F.	37.00	33,300.00
30	Interior single solid wood core doors, frames and hardware.	15	EA.	1,250.00	18,750.00
31	Interior sliding glass double sidelites, frames and windows.	3	EA.	4,500.00	13,500.00
32	Information circulation island base cabinets - custom and solid surface top / waterfall.	1	EA.	15,000.00	15,000.00
33	Base cabinets.	30	L.F.	240.00	7,200.00
34	Wall cabinets.	25	L.F.	130.00	3,250.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 3 - Renovation and New 300 S.F. Addition (Page 10)					
New General (Pages 37-40)					
35	Reuse existing library shelves.	1	L.S.	0.00	0.00
36	Full height staff lockers.	10	EA.	220.00	2,200.00
37	Slatwall / tackboard at kitchenette.	150	S.F.	16.00	2,400.00
38	Dishwasher, microwave, refrigerator and kitchenette.	1	L.S.	5,500.00	5,500.00
39	Toilet / housekeeping accessories:				
	Single family toilet accessories.	1	EA.	1,300.00	1,300.00
	4-stall womens toilet accessories.	1	EA.	9,300.00	9,300.00
	Single counter sink accessories.	3	EA.	400.00	1,200.00
	Janitor closet accessories.	1	EA.	550.00	550.00
	6-stall mens toilet accessories.	1	EA.	11,500.00	11,500.00
40	Wall finishes - 2,300 L.F.:				
	Porcelain tile - 130' x 10' =	1,300	S.F.	14.00	18,200.00
	Paint - 1,870' x 10' =	20,700	S.F.	1.20	24,840.00
	Wood paneling - 100' x 10' =	1,000	S.F.	22.00	22,000.00
41	Flooring and base - 23,600 S.F.:				
	Porcelain tile.	320	S.F.	15.00	4,800.00
	Carpet tiles.	21,980	S.F.	5.00	109,900.00
	V.C.T.	1,300	S.F.	4.00	5,200.00
42	Ceilings - 23,600 S.F.:				
	Painted gyp board and suspension system.	320	S.F.	16.00	5,120.00
	2' x 2' ATC and suspension system.	23,280	S.F.	3.50	81,480.00
43	Wall, floor and ceiling finishes at new addition.	300	S.F.	12.00	3,600.00
44	Guardrail at roof for existing carrier unit.	40	L.F.	70.00	2,800.00
45	Markerboards, bulletinboards and tackboards.	1	L.S.	7,500.00	7,500.00
46	Fire extinguishers and cabinets.	2	EA.	750.00	1,500.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 3 - Renovation and New 300 S.F. Addition (Page 10)					
New Mechanical (Pages 41-42)					
1	Sprinkler heads and piping.	22,500	S.F.	3.50	\$78,750.00
2	New fire service entrance.	1	EA.	7,500.00	7,500.00
3	Plumbing fixtures and rough-in piping:				
	Water closets.	8	EA.	2,800.00	22,400.00
	Single counter sinks.	9	EA.	1,900.00	17,100.00
	Electric water coolers - hi / lo.	1	EA.	3,300.00	3,300.00
	Janitor closet floor sink.	1	EA.	2,100.00	2,100.00
	Floor drains.	2	EA.	900.00	1,800.00
4	30 gallon domestic hot water heater.	1	EA.	2,500.00	2,500.00
5	Domestic hot water circulating pump.	1	EA.	1,100.00	1,100.00
6	Plumbing piping.	22,500	S.F.	1.25	28,130.00
7	Plumbing rough-in at refrigerator.	1	EA.	400.00	400.00
8	V.A.V. air terminal units with electric reheat.	28	EA.	1,600.00	44,800.00
9	25 ton / 8,000 CFM gas fired A.H.U.	1	EA.	100,000.00	100,000.00
10	18 ton / 6,500 CFM RTU.	1	EA.	72,000.00	72,000.00
	12.5 ton, 5,000 CFM RTU	1	EA.	55,000.00	55,000.00
11	Gas piing modification to RTUs.	1	L.S.	12,000.00	12,000.00
12	Exhaust fans at toilet rooms.	2	EA.	500.00	1,000.00
13	Volume dampers.	22	EA.	55.00	1,210.00
14	Galvanized supply, return and exhaust ductwork.	15,000	Lbs.	11.50	172,500.00
15	Duct insulation.	11,000	S.F.	3.50	38,500.00
16	Supply diffusers.	74	EA.	150.00	11,100.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 3 - Renovation and New 300 S.F. Addition (Page 10)					
New Electrical (Page 43)					
1	1,600 amp, 208/120 volt, 3-phase main switchboard.	1	EA.	55,000.00	\$55,000.00
2	100 amp electrical distribution panel, breakers and feeders.	1	EA.	3,000.00	3,000.00
3	225 amp electrical distribution panel, breakers and feeders.	1	EA.	5,500.00	5,500.00
4	Reuse electrical distribution panels, breakers and feeders.	1	L.S.	0.00	0.00
5	Electrical supply and connection to mechanical equipment.	1	L.S.	5,500.00	5,500.00
6	Electrical exterior / interior lights, switches, occupancy sensors, conduit and wiring.	22,500	S.F.	10.00	225,000.00
7	Lighting control system.	1	L.S.	15,000.00	15,000.00
8	Exterior / interior electrical outlets, conduit and wiring:	22,500	S.F.	4.00	90,000.00
9	Intercom system.	22,500	S.F.	1.10	24,750.00
10	Fire alarm system.	22,500	S.F.	2.50	56,250.00
11	Security system rough-in.	22,500	S.F.	2.00	45,000.00
12	A.V. system.	22,500	S.F.	1.30	29,250.00
13	Telephone rough-in.	22,500	S.F.	1.50	33,750.00
14	Data rough-in.	22,500	S.F.	1.80	40,500.00
15	Electrical system at new addition.	300	S.F.	18.00	5,400.00
SUBTOTAL =					\$633,900.00

OPINION OF PROBABLE COST

Concept Design Estimate Rev 2 9/5/19	BCC Building Cost Consultants, Inc. City of Bellevue Public Library Options Bellevue, Nebraska BCC Job No.: 19-09-0117	QTY. NO. UNITS	QTY. UNIT	MATERIAL & LABOR PER UNIT	MATERIAL & LABOR TOTAL
ITEM	DESCRIPTION				
Option 3 - New Addition - 8,000 S.F. (Page 11)					
New Construction - General (Page 44)					
1	General Construction - 8,000 S.F.:				
	Concrete foundations.	8,000	S.F.	9.00	\$72,000.00
	Concrete slab-on-grade.	8,000	S.F.	6.00	48,000.00
	Exterior aluminum storefront and brick.	8,000	S.F.	55.00	440,000.00
	Steel roof structure and deck.	8,000	S.F.	20.00	160,000.00
	T.P.O. roof system, insulation and flashing.	8,000	S.F.	13.00	104,000.00
	Interior walls and doors - minimal.	8,000	S.F.	8.00	64,000.00
	Interior finishes.	8,000	S.F.	10.00	80,000.00
	SUBTOTAL =				\$968,000.00
New Construction - Mechanical (Page 44)					
1	Mechanical Construction - 8,000 S.F.:				
	Sprinkler heads and piping.	8,000	S.F.	3.50	\$28,000.00
	Roof drains and piping.	8,000	S.F.	6.00	48,000.00
	H.V.A.C. distribution system.	8,000	S.F.	27.00	216,000.00
	25 ton, 7,000 CFM RTU.	1	EA.	77,000.00	77,000.00
	SUBTOTAL =				\$369,000.00
New Construction - Electrical (Page 44)					
1	Electrical Construction - 8,000 S.F.:				
	150 amp electrical panel, breakers and feeders.	2	EA.	4,000.00	\$8,000.00
	Power distribution system.	8,000	S.F.	4.00	32,000.00
	Lighting distribution system.	8,000	S.F.	10.00	80,000.00
	Fire alarm distribution system.	8,000	S.F.	2.50	20,000.00
	Public address.	8,000	S.F.	1.10	8,800.00
	Telephone / data system.	8,000	S.F.	3.30	26,400.00
	SUBTOTAL =				\$175,200.00

June 16, 2020

Jim Ristow
City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Re: Proposal for A/E Services for Bellevue Public Library Renovation and Addition.

LEO A DALY is pleased to present this proposal for Professional A/E Services for Bellevue Public Library Renovation and Addition, at 1003 Lincoln Rd, Bellevue, NE 68005.

SCOPE OF WORK:

The scope of work will include renovation of approximately 14,523 SF and a 300 SF Addition with an exterior canopy and associated site work, as developed per Option 1 and depicted in Exhibit A. This work also includes upgrade of the electrical system per Option 2 of the conceptual design package. A geotechnical investigation and topographic survey will be completed as required by a subconsultant to LEO A DALY.

As part of the base services we will provide an exterior concept design study. The exterior concept study will include: 2 concepts w/ 2 exterior renderings of quality exhibited in Conceptual Design Study package.

Furniture, fixture and equipment design, selection and specification will be required. LEO A DALY can provide design services for this scope as an optional service.

FEES:

Based on the opinion of probable construction cost developed in the Conceptual Design Study (\$3,980,000) and estimated FF&E costs (\$278,000), our Lump Sum Fees for A/E services are as follows:

Base Services:	Programming through Bidding: \$277,142
	Exterior Finish Design Study: \$8,300

Option Services:	Construction Administration: \$69,286
	Furniture, Fixture, and Equipment: \$19,500

Fee Breakdown:

Programming	10%
Schematic Design	10%
Design Development	25%
Contract Documents	30%
Bidding	05%
Construction Administration	20%



PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS

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ATLANTA
AUSTIN
BEIJING
CHICAGO
COLLEGE STATION
CORPUS CHRISTI
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MINNEAPOLIS
OAKLAND
OMAHA
ORANGE
RIYADH
SAN ANTONIO
SAN MARCOS
TAMPA
WACO
WASHINGTON DC
WEST PALM BEACH

LEO A DALY
8600 Indian Hills Drive
Omaha, NE 68114-4039
402.391.8111

leoadaly.com

Proposed Schedule:

Programming	4 weeks
Schematic Design	4 weeks
Design Development	6 weeks
Contract Documents	8 weeks
Bidding	4 weeks
Construction Administration	12 months

Our services exclude the following:

- Full design and construction administration services associated with the exterior concept study.
- Hazardous material investigation, documentation and remediation
- Traffic studies
- Development of LEED or WELL building design and documentation
- Sports fields and playground design services
- Building system and envelope commissioning
- Construction staking, testing, and special inspections
- SWPP inspections

We believe LEO A DALY, brings unequalled value and quality to this important City of Bellevue project. We are very excited about this project and would be pleased to be selected. Our team is ready to begin this project and execute a design service agreement immediately. If you need any additional information or have any questions, please do not hesitate to contact us.

We are ready to serve you.

Very best regards
LEO A DALY COMPANY



Stacy Feit
Associate, Project Manager

Approved by:

Nancy Melby
Vice President, Director of Operations

LEO A DALY
MINIMUM MODELING MATRIX

						DESIGN MODEL (CONSTRUCTION DOCUMENT)		CONSTRUCTION MODEL		FM MODEL			
Level	OmniClass ID	UniFormat ID	MasterFormat ID	Element ID	In Scope of Work	LOD	GRADE	LOD.	GRADE.	LOD..	GRADE..	Primary Discipline (This will allow design team to identify discipline specific areas of content)	Description/Special Notes
Level 1	21-01 00 00	A		SUBSTRUCTURE	No	•	•					Structural	
Level 2	21-01 10	A10		FOUNDATIONS	Yes	•	•					Structural	
Level 3	21-01 10	A1010		Standard Foundations	Yes	•	•					Structural	
Level 4	21-01 10 10	A1010.10		Wall Foundations	Yes	300	3D+					Structural	
Level 4	21-01 10 10 10	A1010.30		Column Foundations	Yes	300	3D+					Structural	
Level 4	21-01 10 10 30	A1010.90		Standard Foundation Supplementary Components	Yes	200	2D-					Structural	
Level 3	21-01 10 20	A1020	31 60 00	Special Foundations	Yes	•	•					Structural	
Level 4	21-01 10 20 10	A1020.10	31 62 00	Driven Piles	Yes	300	3D+					Structural	
Level 4	21-01 10 20 15	A1020.15	31 63 00	Bored Piles	Yes	300	3D+					Structural	
Level 4	21-01 10 20 20	A1020.20	31 64 00	Caissons	Yes	300	3D+					Structural	
Level 4	21-01 10 20 30	A1020.30	31 66 16	Special Foundation Walls	Yes	300	3D+					Structural	
Level 4	21-01 10 20 40	A1020.40	31 68 00	Foundation Anchors	Yes	100	2D-					Structural	
Level 4	21-01 10 20 50	A1020.50	31 48 00	Underpinning	Yes	100	2D-					Structural	
Level 4	21-01 10 20 60	A1020.60	03 71 00	Raft Foundations	Yes	300	3D+					Structural	
Level 4	21-01 10 20 70	A1020.70		Pile Caps	Yes	300	3D+					Structural	
Level 4	21-01 10 20 80	A1020.80		Grade Beams	Yes	300	3D+					Structural	
Level 2	21-01 20	A20		SUBGRADE ENCLOSURES	Yes	•	•					Architectural, Structural	
Level 3	21-01 20 10	A2010		Walls for Subgrade Enclosures	Yes	•	•					Architectural, Structural	
Level 4	21-01 20 10 10	A2010.10		Subgrade Enclosure Wall Construction	Yes	300	3D+					Architectural, Structural	
Level 4	21-01 20 10 20	A2010.20		Subgrade Enclosure Wall Interior Skin	Yes	300	3D+					Architectural	
Level 4	21-01 20 10 90	A2010.90		Subgrade Enclosure Wall Supplementary Components	Yes	200	2D-					Architectural, Structural	
Level 2	21-01 40	A40		SLABS ON GRADE	Yes	•	•					Structural	
Level 3	21-01 40 10	A4010		Standard Slabs-on-Grade	Yes	300	3D+					Structural	
Level 3	21-01 40 20	A4020		Structural Slabs-on-Grade	Yes	300	3D+					Structural	
Level 3	21-01 40 30	A4030		Slab Trenches	Yes	300	3D+					Architectural, Structural	
Level 3	21-01 40 40	A4040		Pits and Bases	Yes	300	3D+					Architectural, Electrical, Equipment, Fire Protection, Mechanical (HVAC), Plumbing, Structural	
Level 3	21-01 40 90	A4090		Slab-On-Grade Supplementary Components	Yes	•	•					Structural	
Level 4	21-01 40 90 10	A4090.10	07 21 00	Perimeter Insulation	Yes	300	3D+					Architectural	
Level 4	21-01 40 90 20	A4090.20	07 26 00	Vapor Retarder	Yes	100	2D+					Architectural	
Level 4	21-01 40 90 30	A4090.30	07 10 00	Waterproofing	Yes	100	2D+					Architectural	
Level 4	21-01 40 90 50	A4090.50	03 30 00	Mud Slab	Yes	300	3D+					Structural	
Level 4	21-01 40 90 60	A4090.60	31 23 23	Subbase Layer	Yes	100	2D+					Structural	
Level 2	21-01 60	A60		WATER AND GAS MITIGATION	Yes	•	•					Plumbing, Specialty Consultants	
Level 3	21-01 60 10	A6010	33 46 00	Building Subdrainage	Yes	•	•					Architectural	
Level 4	21-01 60 10 10	A6010.10	33 46 13	Foundation Drainage	Yes	100	2D+					Architectural	
Level 4	21-01 60 10 20	A6010.20	33 46 19	Underslab Drainage	Yes	100	2D+					Architectural	
Level 3	21-01 60 20	A6020	31 21 00	Off-Gassing Mitigation	Yes	•	•					Plumbing	
Level 4	21-01 60 20 10	A6020.10	31 21 13	Radon Mitigation	Yes	100	2D-					Plumbing	
Level 4	21-01 60 20 50	A6020.50	31 21 16	Methane Mitigation	Yes	100	2D-					Plumbing	
Level 2	21-01 90	A90		SUBSTRUCTURE RELATED ACTIVITIES	Yes	•	•					Structural	
Level 3	21-01 90 10	A9010	31 23 16	Substructure Excavation	Yes	•	•					Civil, Structural	
Level 4	21-01 90 10 10	A9010.10	31 23 23	Backfill and Compaction	Yes	100	2D-					Structural	
Level 3	21-01 90 20	A9020	31 23 19	Construction Dewatering	Yes	100	2D-					Civil, Specialty Consultants	
Level 3	21-01 90 30	A9030	31 50 00	Excavation Support	Yes	•	•					Specialty Consultants	
Level 4	21-01 90 30 10	A9030.10	31 51 00	Anchor Tiebacks	Yes	100	2D-					Specialty Consultants	
Level 4	21-01 90 30 20	A9030.20	31 52 00	Cofferdams	Yes	100	2D-					Architectural, Specialty Consultants	
Level 4	21-01 90 30 40	A9030.40	31 53 00	Cribbing and Walers	Yes	100	2D-					Specialty Consultants	
Level 4	21-01 90 30 60	A9030.60	31 54 00	Ground Freezing	Yes	100	2D-					Specialty Consultants	

LEO A DALY
MINIMUM MODELING MATRIX

						DESIGN MODEL (CONSTRUCTION DOCUMENT)		CONSTRUCTION MODEL		FM MODEL		Primary Discipline (This will allow design team to identify discipline specific areas of content)		Description/Special Notes
Level	OmniClass ID	UniFormat ID	MasterFormat ID	Element ID	In Scope of Work	LOD	GRADE	LOD.	GRADE.	LOD..	GRADE..			
Level 4	21-01 90 30 70	A9030.70	31 56 00	Slurry Walls	Yes	100	2D-					Specialty Consultants		
Level 3	21-01 90 40	A9040	31 31 00	Soil Treatment	Yes	100	2D-					Specialty Consultants		
Level 1	21-02 00 00	B		SHELL	Yes	•	•					Architectural, Structural		
Level 2	21-02 10	B10		SUPERSTRUCTURE	Yes	•	•					Architectural, Structural		
Level 3	21-02 10 10	B1010		Floor Construction	Yes	•	•					Architectural, Structural		
Level 4	21-02 10 10 10	B1010.10		Floor Structural Frame	Yes	300	3D+					Structural		
Level 4	21-02 10 10 20	B1010.20		Floor Decks, Slabs and Topping	Yes	300	3D+					Structural		
Level 4	21-02 10 10 30	B1010.30		Balcony Floor Construction	Yes	300	3D+					Structural		
Level 4	21-02 10 10 40	B1010.40		Mezzanine Floor Construction	Yes	300	3D+					Structural		
Level 4	21-02 10 10 50	B1010.50		Ramps	Yes	300	3D+					Structural		
Level 4	21-02 10 10 90	B1010.90		Floor Construction Supplementary Components	Yes	100	2D-					Architectural, Structural		
Level 3	21-02 10 20	B1020		Roof Construction	Yes	•	•					Architectural, Structural		
Level 4	21-02 10 20 10	B1020.10		Roof Structural Frame	Yes	300	3D+					Structural		
Level 4	21-02 10 20 20	B1020.20		Roof decks, slabs and sheathing	Yes	300	3D+					Architectural, Structural		
Level 4	21-02 10 20 30	B1020.30		Canopy Construction	Yes	300	3D+					Architectural, Structural		
Level 4	21-02 10 20 90	B1020.90		Roof Construction Supplementary Components	Yes	100	2D+					Architectural, Structural		
Level 3	21-02 10 80	B1080		Stairs	Yes	•	•					Architectural		
Level 4	21-02 10 80 10	B1080.10		Stair Construction	Yes	300	3D+					Architectural, Structural		
Level 4	21-02 10 80 30	B1080.30		Stair Soffits	Yes	300	3D+					Architectural		
Level 4	21-02 10 80 50	B1080.50		Stair Railings	Yes	300	3D+					Architectural		
Level 4	21-02 10 80 60	B1080.60	05 51 23	Fire Escapes	Yes	300	3D+					Architectural		
Level 4	21-02 10 80 70	B1080.70	05 51 36	Metal Walkways	Yes	300	3D+					Architectural		
Level 4	21-02 10 80 80	B1080.80	05 51 23	Ladders	Yes	300	3D+					Architectural		
Level 2	21-02 20	B20		EXTERIOR VERTICAL ENCLOSURES	Yes	•	•					Architectural		
Level 3	21-02 20 10	B2010		Exterior Walls	Yes	•	•					Architectural, Structural		
Level 4	21-02 20 10 10	B2010.10		Exterior Wall Veneer	Yes	300	3D+					Architectural		
Level 4	21-02 20 10 20	B2010.20		Exterior Wall Construction	Yes	300	3D+					Architectural		
Level 4	21-02 20 10 30	B2010.30		Exterior Wall Interior Skin	Yes	300	3D+					Architectural		
Level 4	21-02 20 10 40	B2010.40		Fabricated Exterior Wall Assemblies	Yes	300	3D+					Architectural		
Level 4	21-02 20 10 50	B2010.50		Parapets	Yes	300	3D+					Architectural		
Level 4	21-02 20 10 60	B2010.60		Equipment Screens	Yes	300	3D+					Architectural		
Level 4	21-02 20 10 80	B2010.80		Exterior Wall Supplementary Components	Yes	100	2D-					Architectural, Structural		
Level 4	21-02 20 10 90	B2010.90		Exterior Wall Opening Supplementary Components	Yes	100	2D-					Architectural		
Level 3	21-02 20 20	B2020	08 50 00	Exterior Windows	Yes	•	•					Architectural		
Level 4	21-02 20 20 10	B2020.10	08 50 00	Exterior Operating Windows	Yes	300	3D+					Architectural		
Level 4	21-02 20 20 20	B2020.20	08 50 00	Exterior Fixed Windows	Yes	300	3D+					Architectural		
Level 4	21-02 20 20 30	B2020.30		Exterior Window Wall	Yes	300	3D+					Architectural		
Level 4	21-02 20 20 50	B2020.50	08 56 00	Exterior Special Function Windows	Yes	300	3D+					Architectural		
Level 3	21-02 20 50	B2050		Exterior Doors and Grilles	Yes	•	•					Architectural		
Level 4	21-02 20 50 10	B2050.10	08 42 00	Exterior Entrance Doors	Yes	300	3D+					Architectural		
Level 4	21-02 20 50 20	B2050.20	08 10 00	Exterior Utility Doors	Yes	300	3D+					Architectural		
Level 4	21-02 20 50 30	B2050.30		Exterior Oversize Doors	Yes	300	3D+					Architectural		
Level 4	21-02 20 50 40	B2050.40	08 30 00	Exterior Special Function Doors	Yes	300	3D+					Architectural		
Level 4	21-02 20 50 60	B2050.60		Exterior Grilles	Yes	300	3D+					Architectural		
Level 4	21-02 20 50 70	B2050.70		Exterior Gates	Yes	300	3D+					Architectural		
Level 4	21-02 20 50 90	B2050.90		Exterior Door Supplementary Components	Yes	100	2D-					Architectural		
Level 3	21-02 20 70	B2070	08 90 00	Exterior Louvers and Vents	Yes	•	•					Architectural		
Level 4	21-02 20 70 10	B2070.10	08 91 00	Exterior Louvers	Yes	300	3D+					Architectural		
Level 4	21-02 20 70 50	B2070.50	08 95 00	Exterior Vents	Yes	300	3D+					Architectural		
Level 3	21-02 20 80	B2080		Exterior Wall Appurtenances	Yes	•	•					Architectural		
Level 4	21-02 20 80 10	B2080.10	10 82 13	Exterior Fixed Grilles and Screens	Yes	300	3D+					Architectural		
Level 4	21-02 20 80 30	B2080.30		Exterior Opening Protection Devices	Yes	100	2D-					Architectural		
Level 4	21-02 20 80 50	B2080.50	05 52 00	Exterior Balcony Walls and Railings	Yes	300	3D+					Architectural		
Level 4	21-02 20 80 70	B2080.70		Exterior Fabrications	Yes	300	3D+					Architectural		
Level 4	21-02 20 80 80	B2080.80	10 81 13	Bird Control Devices	Yes	100	2D-					Architectural		

LEO A DALY

MINIMUM MODELING MATRIX

						DESIGN MODEL (CONSTRUCTION DOCUMENT)		CONSTRUCTION MODEL		FM MODEL			
Level	OmniClass ID	UniFormat ID	MasterFormat ID	Element ID	In Scope of Work	LOD	GRADE	LOD.	GRADE.	LOD..	GRADE..	Primary Discipline (This will allow design team to identify discipline specific areas of content)	Description/Special Notes
Level 3	21-02 20 90	B2090	10 74 00	Exterior Wall Specialties	Yes	300	2D+					Architectural	
Level 2	21-02 30	B30		EXTERIOR HORIZONTAL ENCLOSURES	Yes	•	•					Architectural	
Level 3	21-02 30 10	B3010		Roofing	Yes	•	•					Architectural	
Level 4	21-02 30 10 10	B3010.10	07 30 00	Steep Slope Roofing	Yes	300	3D+					Architectural	
Level 4	21-02 30 10 50	B3010.50		Low-Slope Roofing	Yes	300	3D+					Architectural	
Level 4	21-02 30 10 70	B3010.70		Canopy Roofing	Yes	300	3D+					Architectural	
Level 4	21-02 30 10 90	B3010.90		Roofing Supplementary Components	Yes	100	2D+					Architectural	
Level 3	21-02 30 20	B3020		Roof Appurtenances	Yes	•	•					Architectural	
Level 4	21-02 30 20 10	B3020.10	07 72 00	Roof Accessories	Yes	300	3D+					Architectural	
Level 4	21-02 30 20 30	B3020.30	10 74 00	Roof Specialties	Yes	200	2D+					Architectural	
Level 4	21-02 30 20 70	B3020.70	ND	Rainwater Management	Yes	200	2D+					Architectural	
Level 3	21-02 30 40	B3040		Traffic Bearing Horizontal Enclosures	Yes	•	•					Architectural	
Level 4	21-02 30 40 10	B3040.10	07 18 00	Traffic Bearing Coatings	Yes	100	2D-					Architectural	
Level 4	21-02 30 40 30	B3040.30	07 10 00	Horizontal Waterproofing Membrane	Yes	200	2D+					Architectural	
Level 4	21-02 30 40 50	B3040.50		Wear Surfaces	Yes	100	2D-					Architectural	
Level 4	21-02 30 40 90	B3040.90		Horizontal Enclosure Supplementary Components	Yes	100	2D-					Architectural	
Level 3	21-02 30 60	B3060		Horizontal Openings	Yes	•	•					Architectural	
Level 4	21-02 30 60 10	B3060.10	08 60 00	Roof Windows and Skylights	Yes	300	3D+					Architectural	
Level 4	21-02 30 60 50	B3060.50		Vents and Hatches	Yes	300	3D+					Architectural	
Level 4	21-02 30 60 90	B3060.90		Horizontal Opening Supplementary Components	Yes	100	2D-					Architectural	
Level 3	21-02 30 80	B3080		Overhead Exterior Enclosures	Yes	•	•					Architectural	
Level 4	21-02 30 80 10	B3080.10		Exterior Ceilings	Yes	300	3D+					Architectural	
Level 4	21-02 30 80 20	B3080.20		Exterior Soffits	Yes	300	3D+					Architectural	
Level 4	21-02 30 80 30	B3080.30		Exterior Bulkheads	Yes	300	3D+					Architectural	
Level 1	21-03 00 00	C		INTERIORS	Yes	•	•					Architectural, Equipment, Interiors, Mechanical (HVAC), Plumbing	
Level 2	21-03 10	C10		INTERIOR CONSTRUCTION	Yes	•	•					Architectural	
Level 3	21-03 10 10	C1010	10 22 00	Interior Partitions	Yes	•	•					Architectural	
Level 4	21-03 10 10 10	C1010.10		Interior Fixed Partitions	Yes	300	3D+					Architectural	
Level 4	21-03 10 10 20	C1010.20		Interior Glazed Partitions	Yes	300	3D+					Architectural	
Level 4	21-03 10 10 40	C1010.40	10 22 19	Interior Demountable Partitions	Yes	300	2D+					Architectural	
Level 4	21-03 10 10 50	C1010.50		Interior Operable Partitions	Yes	300	3D+					Architectural	
Level 4	21-03 10 10 70	C1010.70		Interior Screens	Yes	300	2D+					Architectural	
Level 4	21-03 10 10 90	C1010.90		Interior Partition Supplementary Components	Yes	100	2D-					Architectural	
Level 3	21-03 10 20	C1020	08 50 00	Interior Windows (a.k.a borrowed lites)	Yes	•	•					Architectural	
Level 4	21-03 10 20 10	C1020.10	08 50 00	Interior Operating Windows	Yes	300	3D+					Architectural	
Level 4	21-03 10 20 20	C1020.20	08 50 00	Interior Fixed Windows	Yes	300	3D+					Architectural	
Level 4	21-03 10 20 50	C1020.50	08 50 00	Interior Special Function Windows	Yes	300	3D+					Architectural	
Level 4	21-03 10 20 90	C1020.90	08 50 00	Interior Window Supplementary Components	Yes	100	2D-					Architectural	
Level 3	21-03 10 30	C1030	08 10 00	Interior Doors	Yes	•	•					Architectural	
Level 4	21-03 10 30 10	C1030.10	08 10 00	Interior Swinging Doors	Yes	300	3D+					Architectural	
Level 4	21-03 10 30 20	C1030.20	08 10 00	Interior Entrance Doors	Yes	300	3D+					Architectural	
Level 4	21-03 10 30 25	C1030.25	08 42 00	Interior Sliding Doors	Yes	300	3D+					Architectural	
Level 4	21-03 10 30 30	C1030.30	08 11 73	Interior Folding Doors	Yes	300	3D+					Architectural	
Level 4	21-03 10 30 40	C1030.40	08 35 13	Interior Coiling Doors	Yes	300	3D+					Architectural	
Level 4	21-03 10 30 50	C1030.50	08 33 00	Interior Panel Doors	Yes	300	3D+					Architectural	
Level 4	21-03 10 30 70	C1030.70	08 36 00	Interior Special Function Doors	Yes	300	3D+					Architectural	
Level 4	21-03 10 30 80	C1030.80	08 30 00	Interior Access Doors and Panels	Yes	300	3D+					Architectural	
Level 4	21-03 10 30 90	C1030.90	08 31 00	Interior Door Supplementary Components	Yes	100	2D-					Architectural	
Level 3	21-03 10 40	C1040		Interior Grilles and Gates	Yes	•	•					Architectural	
Level 4	21-03 10 40 10	C1040.10		Interior Grilles	Yes	300	3D+					Architectural	
Level 4	21-03 10 40 50	C1040.50		Interior Gates	Yes	300	3D+					Architectural	
Level 3	21-03 10 60	C1060		Raised Floor Construction	Yes	•	•					Architectural, Electrical	
Level 4	21-03 10 60 10	C1060.10	09 69 00	Access Flooring	Yes	200	3D+					Architectural, Electrical	
Level 4	21-03 10 60 30	C1060.30		Platform/Stage Floors	Yes	200	3D+					Architectural, Electrical	

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Level 3	21-03 10 70	C1070		Suspended Ceiling Construction	Yes	•	•					Architectural	
Level 4	21-03 10 70 10	C1070.10	09 51 00	Acoustical Suspended Ceilings	Yes	300	3D+					Architectural	
Level 4	21-03 10 70 20	C1070.20		Suspended Plaster and Gypsum Board Ceilings	Yes	300	3D+					Architectural	
Level 4	21-03 10 70 50	C1070.50	09 54 00	Specialty Suspended Ceilings	Yes	300	3D+					Architectural	
Level 4	21-03 10 70 70	C1070.70	09 57 00	Special Function Suspended Ceilings	Yes	300	3D+					Architectural	
Level 4	21-03 10 70 90	C1070.90		Ceiling Suspension Components	Yes	100	2D-					Architectural	
Level 3	21-03 10 90	C1090		Interior Specialties	Yes	•	•					Architectural, Equipment, Mechanical (HVAC), Plumbing	
Level 4	21-03 10 90 10	C1090.10		Interior Railings and Handrails	Yes	300	3D+					Architectural	
Level 4	21-03 10 90 15	C1090.15	08 91 00	Interior Louvers	Yes	300	3D+					Architectural, Mechanical (HVAC)	
Level 4	21-03 10 90 20	C1090.20	10 10 00	Information Specialties	Yes	200	2D+					Architectural, Electrical	
Level 4	21-03 10 90 25	C1090.25	10 21 00	Compartments and Cubicles	Yes	100	2D-					Architectural, Interiors	
Level 4	21-03 10 90 30	C1090.30	10 25 00	Service Walls	Yes	300	3D+					Architectural, Electrical, Plumbing	
Level 4	21-03 10 90 35	C1090.35	10 26 00	Wall and Door Protection	Yes	100	2D-					Architectural	
Level 4	21-03 10 90 40	C1090.40	10 28 00	Toilet, Bath, and Laundry Accessories	Yes	100	2D-					Architectural	
Level 4	21-03 10 90 45	C1090.45	10 84 16	Interior Gas Lighting	Yes	200	3D+					Electrical, Interiors	
Level 4	21-03 10 90 50	C1090.50	10 30 00	Fireplaces and stoves	Yes	200	3D+					Architectural	
Level 4	21-03 10 90 60	C1090.60	10 40 00	Safety Specialties	Yes	200	3D+					Architectural, Interiors	
Level 4	21-03 10 90 70	C1090.70	10 50 00	Storage Specialties	Yes	200	3D+					Architectural	
Level 4	21-03 10 90 90	C1090.90	10 80 00	Other Interior Specialties	Yes	100	2D-					Architectural	
Level 2	21-03 20	C20		INTERIOR FINISHES	Yes	•	•					Interiors	
Level 3	21-03 20 10	C2010	09 70 00	Wall Finishes	Yes	•	•					Interiors	
Level 4	21-03 20 10 10	C2010.10	09 30 00	Tile Wall Finish	Yes	100	2D+					Interiors	
Level 4	21-03 20 10 20	C2010.20		Wall Paneling	Yes	100	2D+					Interiors	
Level 4	21-03 20 10 30	C2010.30	09 72 00	Wall Coverings	Yes	100	2D+					Interiors	
Level 4	21-03 20 10 35	C2010.35	09 73 00	Wall Carpeting	Yes	100	2D+					Interiors	
Level 4	21-03 20 10 50	C2010.50	09 75 00	Stone Facing	Yes	100	2D+					Interiors	
Level 4	21-03 20 10 60	C2010.60	09 77 00	Special Wall Surfacing	Yes	100	2D+					Interiors	
Level 4	21-03 20 10 70	C2010.70	09 90 00	Wall Painting and Coating	Yes	100	2D+					Interiors	
Level 4	21-03 20 10 80	C2010.80		Acoustical Wall Treatment	Yes	100	2D+					Interiors	
Level 4	21-03 20 10 90	C2010.90		Wall Finish Supplementary Components	Yes	100	2D-					Interiors	
Level 3	21-03 20 20	C2020		Interior Fabrications	Yes	100	2D+					Interiors	
Level 3	21-03 20 30	C2030	09 60 00	Flooring	Yes	•	•					Architectural, Interiors	
Level 4	21-03 20 30 10	C2030.10	09 61 00	Flooring Treatment	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 20	C2030.20	09 30 00	Tile Flooring	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 30	C2030.30	09 62 00	Specialty Flooring	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 40	C2030.40	09 63 00	Masonry Flooring	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 45	C2030.45	09 64 00	Wood Flooring	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 50	C2030.50	09 65 00	Resilient Flooring	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 60	C2030.60	09 66 00	Terrazzo Flooring	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 70	C2030.70	09 67 00	Fluid-Applied Flooring	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 75	C2030.75	09 68 00	Carpeting	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 80	C2030.80		Athletic Flooring	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 85	C2030.85		Entrance Flooring	Yes	100	2D+					Interiors	
Level 4	21-03 20 30 90	C2030.90		Flooring Supplementary Components	Yes	100	2D-					Interiors	
Level 3	21-03 20 40	C2040		Stair Finishes	Yes	•	•					Architectural, Interiors	
Level 4	21-03 20 40 20	C2040.20	09 30 00	Tile Stair Finish	Yes	100	2D+					Interiors	
Level 4	21-03 20 40 40	C2040.40	09 63 00	Masonry Stair Finish	Yes	100	2D+					Interiors	
Level 4	21-03 20 40 45	C2040.45	09 64 00	Wood Stair Finish	Yes	100	2D+					Interiors	
Level 4	21-03 20 40 50	C2040.50	09 65 00	Resilient Stair Finish	Yes	100	2D+					Interiors	
Level 4	21-03 20 40 60	C2040.60	09 66 00	Terrazzo Stair Finish	Yes	100	2D+					Interiors	
Level 4	21-03 20 40 75	C2040.75	09 68 00	Carpeted Stair Finish	Yes	100	2D+					Interiors	
Level 3	21-03 20 50	C2050	09 50 00	Ceiling Finishes	Yes	•	•					Architectural, Interiors	
Level 4	21-03 20 50 10	C2050.10	09 20 00	Plaster and Gypsum Board Finish	Yes	200	2D+					Architectural, Interiors	
Level 4	21-03 20 50 20	C2050.20		Ceiling Paneling	Yes	200	2D+					Architectural, Interiors	

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Level 4	21-03 20 50 70	C2050.70	09 90 00	Ceiling Painting and Coating	Yes	100	2D+					Architectural, Interiors	
Level 4	21-03 20 50 80	C2050.80		Acoustical Ceiling Treatment	Yes	200	2D+					Architectural, Interiors	
Level 4	21-03 20 50 90	C2050.90		Ceiling Finish Supplementary Components	Yes	100	2D-					Architectural, Interiors	
Level 1	21-04 00 00	D		SERVICES	Yes	•	•					Architectural, Electrical, Fire Protection, Mechanical (HVAC), Plumbing	
Level 2	21-04 10	D10	14 00 00	CONVEYING	Yes	•	•					Architectural, Specialty Consultants	
Level 3	21-04 10 10	D1010		Vertical Conveying Systems	Yes	•	•					Architectural	
Level 4	21-04 10 10 10	D1010.10	14 20 00	Elevators	Yes	300	3D+					Architectural	
Level 4	21-04 10 10 20	D1010.20	14 40 00	Lifts	Yes	300	3D+					Architectural	
Level 4	21-04 10 10 30	D1010.30	14 31 00	Escalators	Yes	300	3D+					Architectural	
Level 4	21-04 10 10 50	D1010.50	14 10 00	Dumbwaiters	Yes	300	3D+					Architectural	
Level 4	21-04 10 10 60	D1010.60	14 33 00	Moving Ramps	Yes	300	3D+					Architectural	
Level 3	21-04 10 30	D1030		Horizontal Conveying Systems	Yes	•	•					Architectural	
Level 4	21-04 10 30 10	D1030.10	14 32 00	Moving Walks	Yes	300	3D+					Architectural	
Level 4	21-04 10 30 30	D1030.30	14 70 00	Turntables	Yes	300	3D+					Architectural	
Level 4	21-04 10 30 50	D1030.50	34 77 13	Passenger Loading Bridges	Yes	300	3D+					Architectural	
Level 4	21-04 10 30 70	D1030.70		People Movers	Yes	300	3D+					Architectural	
Level 3	21-04 10 50	D1050		Material Handling	Yes	•	•					Specialty Consultants	
Level 4	21-04 10 50 10	D1050.10	41 22 13	Cranes	Yes	300	3D+					Specialty Consultants	
Level 4	21-04 10 50 20	D1050.20	41 22 23	Hoists	Yes	300	3D+					Specialty Consultants	
Level 4	21-04 10 50 30	D1050.30	41 22 33	Derricks	Yes	300	3D+					Specialty Consultants	
Level 4	21-04 10 50 40	D1050.40	41 21 00	Conveyors	Yes	300	3D+					Specialty Consultants	
Level 4	21-04 10 50 50	D1050.50	34 77 16	Baggage Handling Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-04 10 50 60	D1050.60	14 91 00	Chutes	Yes	200	3D+					Specialty Consultants	
Level 4	21-04 10 50 70	D1050.70	14 92 00	Pneumatic Tube Systems	Yes	300	3D+					Specialty Consultants	
Level 3	21-04 10 80	D1080		Operable Access Systems	Yes	•	•					Specialty Consultants	
Level 4	21-04 10 80 10	D1080.10	14 81 00	Suspended Scaffolding	Yes	200	3D+					Specialty Consultants	
Level 4	21-04 10 80 20	D1080.20	14 82 00	Rope Climbers	Yes	200	2D+					Specialty Consultants	
Level 4	21-04 10 80 30	D1080.30	14 83 00	Elevating Platforms	Yes	200	3D+					Specialty Consultants	
Level 4	21-04 10 80 40	D1080.40	14 84 00	Powered Scaffolding	Yes	200	3D+					Specialty Consultants	
Level 4	21-04 10 80 50	D1080.50		Building Envelope Access	Yes	200	2D-					Specialty Consultants	
Level 2	21-04 20	D20	22 00 00	PLUMBING	Yes	•	•					Plumbing	
Level 3	21-04 20 10	D2010	22 11 00	Domestic Water Distribution	Yes	•	•					Plumbing	
Level 4	21-04 20 10 10	D2010.10	22 12 00	Facility Potable-Water Storage Tanks	Yes	200	3D+					Plumbing	
Level 4	21-04 20 10 20	D2010.20		Domestic Water Equipment	Yes	200	3D+					Plumbing	
Level 4	21-04 20 10 40	D2010.40	22 11 16	Domestic Water Piping	Yes	200	3D+					Plumbing	
Level 4	21-04 20 10 60	D2010.60	22 40 00	Plumbing Fixtures	Yes	200	3D+					Plumbing	
Level 4	21-04 20 10 90	D2010.90		Domestic Water Distribution Supplementary Components	Yes	100	2D+					Plumbing	
Level 3	21-04 20 20	D2020	22 13 00	Sanitary Drainage	Yes	•	•					Plumbing	
Level 4	21-04 20 20 10	D2020.10		Sanitary Sewerage Equipment	Yes	200	3D+					Plumbing	
Level 4	21-04 20 20 30	D2020.30		Sanitary Sewerage Piping	Yes	200	3D+					Plumbing	
Level 4	21-04 20 20 90	D2020.90		Sanitary Drainage Supplementary Components	Yes	100	2D+					Plumbing	
Level 3	21-04 20 30	D2030	22 14 00	Building Support Plumbing Systems	Yes	•	•					Plumbing	
Level 4	21-04 20 30 10	D2030.10		Stormwater Drainage Equipment	Yes	200	3D+					Plumbing	
Level 4	21-04 20 30 20	D2030.20	22 14 13	Stormwater Drainage Piping	Yes	200	3D+					Plumbing	
Level 4	21-04 20 30 30	D2030.30	22 14 26	Facility Stormwater Drains	Yes	200	3D+					Plumbing	
Level 4	21-04 20 30 60	D2030.60		Gray Water Systems	Yes	200	3D+					Plumbing	
Level 4	21-04 20 30 90	D2030.90		Building Support Plumbing System Supplementary Components	Yes	100	2D+					Plumbing	
Level 3	21-04 20 50	D2050	22 15 00	General Service Compressed-Air	Yes	200	3D+					Plumbing	
Level 3	21-04 20 60	D2060		Process Support Plumbing Systems	Yes	•	•					Plumbing	
Level 4	21-04 20 60 10	D2060.10	22 61 00	Compressed-Air Systems	Yes	200	3D+					Plumbing	
Level 4	21-04 20 60 20	D2060.20	22 62 00	Vacuum Systems	Yes	200	3D+					Plumbing	
Level 4	21-04 20 60 30	D2060.30	22 63 00	Gas Systems	Yes	200	3D+					Plumbing	

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Level 4	21-04 20 60 40	D2060.40	22 66 00	Chemical-Waste Systems	Yes	200	3D+					Plumbing	
Level 4	21-04 20 60 50	D2060.50	22 67 00	Processed Water Systems	Yes	200	3D+					Plumbing	
Level 4	21-04 20 60 90	D2060.90		Process Support Plumbing System Supplementary Components	Yes	100	2D+					Plumbing	
Level 2	21-04 30	D30	23 00 00	HVAC	Yes	•	•					Mechanical (HVAC)	
Level 3	21-04 30 10	D3010	23 10 00	Facility Fuel Systems	Yes	•	•					Mechanical (HVAC)	
Level 4	21-04 30 10 10	D3010.10	23 11 00	Fuel Piping	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 10 30	D3010.30	23 12 00	Fuel Pumps	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 10 50	D3010.50	23 13 00	Fuel Storage Tanks	Yes	200	3D+					Mechanical (HVAC)	
Level 3	21-04 30 20	D3020		Heating Systems	Yes	•	•					Mechanical (HVAC)	
Level 4	21-04 30 20 10	D3020.10		Heat Generation	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 20 30	D3020.30	23 71 13	Thermal Heat Storage	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 20 70	D3020.70	23 80 00	Decentralized Heating Equipment	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 20 90	D3020.90		Heating System Supplementary Components	Yes	100	2D+					Mechanical (HVAC)	
Level 3	21-04 30 30	D3030		Cooling Systems	Yes	•	•					Mechanical (HVAC)	
Level 4	21-04 30 30 10	D3030.10	23 60 00	Central Cooling	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 30 30	D3030.30	23 76 00	Evaporative Air-Cooling	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 30 50	D3030.50	23 71 00	Thermal Cooling Storage	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 30 70	D3030.70	23 80 00	Decentralized Cooling	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 30 90	D3030.90		Cooling System Supplementary Components	Yes	100	2D+					Mechanical (HVAC)	
Level 3	21-04 30 50	D3050		Facility HVAC Distribution Systems	Yes	•	•					Mechanical (HVAC)	
Level 4	21-04 30 50 10	D3050.10		Facility Hydronic Distribution	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 50 30	D3050.30		Facility Steam Distribution	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 50 50	D3050.50		HVAC Air Distribution	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 50 90	D3050.90		Facility Distribution Systems Supplementary Components	Yes	100	2D+					Mechanical (HVAC)	
Level 3	21-04 30 60	D3060		Ventilation	Yes	•	•					Mechanical (HVAC)	
Level 4	21-04 30 60 10	D3060.10		Supply Air	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 60 20	D3060.20		Return Air	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 60 30	D3060.30		Exhaust Air	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 60 40	D3060.40		Outside Air	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 60 60	D3060.60	23 72 00	Air-to-Air Energy Recovery	Yes	200	3D+					Mechanical (HVAC)	
Level 4	21-04 30 60 70	D3060.70	23 40 00	HVAC Air Cleaning	Yes	200	2D+					Mechanical (HVAC)	
Level 4	21-04 30 60 90	D3060.90		Ventilation Supplementary Components	Yes	100	2D+					Mechanical (HVAC)	
Level 3	21-04 30 70	D3070		Special Purpose HVAC Systems	Yes	•	•					Mechanical (HVAC)	
Level 4	21-04 30 70 10	D3070.10	23 83 00	Snow Melting	Yes	100	2D+					Mechanical (HVAC)	
Level 2	21-04 40	D40	21 00 00	FIRE PROTECTION	Yes	•	•					Architectural, Fire Protection	
Level 3	21-04 40 10	D4010	10 44 00	Fire Suppression	Yes	•	•					Fire Protection	
Level 4	21-04 40 10 10	D4010.10	21 10 00	Water-Based Fire-Suppression	Yes	200	3D+					Fire Protection	
Level 4	21-04 40 10 50	D4010.50	21 20 00	Fire-Extinguishing	Yes	200	3D+					Fire Protection	
Level 4	21-04 40 10 90	D4010.90		Fire Suppression Supplementary Components	Yes	100	2D+					Fire Protection	
Level 3	21-04 40 30	D4030	26 00 00	Fire Protection Specialties	Yes	•	•					Architectural	
Level 4	21-04 40 30 10	D4030.10	10 44 13	Fire Protection Cabinets	Yes	200	3D+					Architectural	
Level 4	21-04 40 30 30	D4030.30	10 44 16	Fire Extinguishers	Yes	200	3D+					Architectural	
Level 4	21-04 40 30 50	D4030.50	10 44 33	Breathing Air Replenishment Systems	Yes	200	3D+					Architectural	
Level 4	21-04 40 30 70	D4030.70	10 44 43	Fire Extinguisher Accessories	Yes	200	3D+					Architectural	
Level 2	21-04 50	D50		ELECTRICAL	Yes	•	•					Electrical	
Level 3	21-04 50 10	D5010		Facility Power Generation	Yes	•	•					Electrical	
Level 4	21-04 50 10 10	D5010.10	26 32 00	Packaged Generator Assemblies	Yes	200	3D+					Electrical, Specialty Consultants	
Level 4	21-04 50 10 20	D5010.20	26 33 00	Battery Equipment	Yes	200	3D+					Electrical, Mechanical (HVAC), Specialty Consultants	
Level 4	21-04 50 10 30	D5010.30	26 31 00	Photovoltaic Collectors	Yes	200	3D+					Architectural, Electrical, Specialty Consultants	
Level 4	21-04 50 10 40	D5010.40	48 18 00	Fuel Cells	Yes	200	3D+					Electrical, Plumbing, Specialty Consultants	
Level 4	21-04 50 10 60	D5010.60	26 35 00	Power Filtering and Conditioning	Yes	100	2D+					Electrical	
Level 4	21-04 50 10 70	D5010.70	26 36 00	Transfer Switches	Yes	100	2D+					Electrical	

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MINIMUM MODELING MATRIX

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Level	OmniClass ID	UniFormat ID	MasterFormat ID	Element ID	In Scope of Work	LOD	GRADE	LOD.	GRADE.	LOD..	GRADE..			
Level 4	21-04 50 10 90	D5010.90		Facility Power Generation Supplementary Components	Yes	100	3D+					Electrical, Specialty Consultants		
Level 3	21-04 50 20	D5020		Electrical Service and Distribution	Yes	•	•					Electrical		
Level 4	21-04 50 20 10	D5020.10	26 21 00	Electrical Service	Yes	200	3D+					Electrical		
Level 4	21-04 50 20 30	D5020.30	26 20 00	Power Distribution	Yes	200	3D+					Electrical		
Level 4	21-04 50 20 70	D5020.70	26 05 26	Facility Grounding	Yes	200	3D+					Electrical		
Level 4	21-04 50 20 90	D5020.90		Electrical Service and Distribution Supplementary Components	Yes	200	2D+					Electrical		
Level 3	21-04 50 30	D5030		General Purpose Electrical Power	Yes	•	•					Electrical		
Level 4	21-04 50 30 10	D5030.10		Branch Wiring System	Yes	200	2D+					Electrical		
Level 4	21-04 50 30 50	D5030.50	26 27 26	Wiring Devices	Yes	200	2D+					Electrical		
Level 4	21-04 50 30 90	D5030.90		General Purpose Electrical Power Supplementary Components	Yes	200	2D+					Electrical		
Level 3	21-04 50 40	D5040	26 50 00	Lighting	Yes	•	•					Electrical		
Level 4	21-04 50 40 10	D5040.10	26 09 23	Lighting Control	Yes	200	3D+					Electrical		
Level 4	21-04 50 40 20	D5040.20		Branch Wiring for Lighting	Yes	200	2D+					Electrical		
Level 4	21-04 50 40 50	D5040.50	26 50 00	Lighting Fixtures	Yes	300	3D+					Electrical		
Level 4	21-04 50 40 90	D5040.90		Lighting Supplementary Components	Yes	200	3D+					Electrical		
Level 3	21-04 50 80	D5080		Miscellaneous Electrical Systems	Yes	•	•					Electrical		
Level 4	21-04 50 80 10	D5080.10	26 41 00	Lightning Protection	Yes	200	2D+					Electrical		
Level 4	21-04 50 80 40	D5080.40	26 42 00	Cathodic Protection	Yes	200	3D+					Electrical		
Level 4	21-04 50 80 70	D5080.70	26 43 00	Transient Voltage Suppression	Yes	200	3D+					Electrical		
Level 4	21-04 50 80 90	D5080.90		Miscellaneous Electrical Systems Supplementary Components	Yes	100	2D+					Electrical		
Level 2	21-04 60	D60	27 00 00	COMMUNICATIONS	Yes	•	•					Electrical		
Level 3	21-04 60 10	D6010	27 20 00	Data Communications	Yes	•	•					Electrical		
Level 4	21-04 60 10 10	D6010.10		Data Communications Network and Equipment	Yes	200	3D+					Electrical, Specialty Consultants		
Level 4	21-04 60 10 20	D6010.20	27 22 00	Data Communications Hardware	Yes	200	3D+					Electrical, Specialty Consultants		
Level 4	21-04 60 10 30	D6010.30		Data Communications Peripheral Data Equipment	Yes	200	3D+					Electrical, Specialty Consultants		
Level 4	21-04 60 10 50	D6010.50	27 25 00	Data Communications Software	Yes	100	2D-					Electrical, Specialty Consultants		
Level 4	21-04 60 10 60	D6010.60	27 26 00	Data Communication Program and Integration Services	Yes	100	2D-					Electrical, Specialty Consultants		
Level 3	21-04 60 20	D6020	27 30 00	Voice Communications	Yes	•	•					Electrical		
Level 4	21-04 60 20 10	D6020.10	27 31 00	Voice Communications Switching and Routing Equipment	Yes	200	3D+					Electrical, Specialty Consultants		
Level 4	21-04 60 20 20	D6020.20		Voice Communications Terminal Equipment	Yes	200	3D+					Electrical, Specialty Consultants		
Level 4	21-04 60 20 30	D6020.30	27 33 00	Voice Communications Messaging	Yes	100	2D-					Electrical, Specialty Consultants		
Level 4	21-04 60 20 40	D6020.40	27 34 00	Call Accounting	Yes	100	2D-					Specialty Consultants		
Level 4	21-04 60 20 50	D6020.50	27 35 00	Call Management	Yes	100	2D-					Specialty Consultants		
Level 3	21-04 60 30	D6030	27 40 00	Audio-Video Communication	Yes	•	•					Electrical		
Level 4	21-04 60 30 10	D6030.10	27 41 00	Audio-Video Systems	Yes	200	3D+					Electrical, Specialty Consultants		
Level 4	21-04 60 30 50	D6030.50	27 42 00	Electronic Digital Systems	Yes	100	2D-					Electrical, Specialty Consultants		
Level 3	21-04 60 60	D6060	27 50 00	Distributed Communications and Monitoring	Yes	•	•					Electrical		
Level 4	21-04 60 60 10	D6060.10		Distributed Audio-Video	Yes	200	2D+					Electrical, Specialty Consultants		
Level 4	21-04 60 60 30	D6060.30	27 52 00	Healthcare Communications and Monitoring	Yes	200	2D+					Electrical, Specialty Consultants		
Level 4	21-04 60 60 50	D6060.50	27 53 00	Distributed Systems	Yes	200	2D+					Specialty Consultants		
Level 3	21-04 60 90	D6090		Communications Supplementary Components	Yes	•	•					Electrical, Specialty Consultants		
Level 4	21-04 60 90 10	D6090.10		Supplementary Components	Yes	100	2D-					Specialty Consultants		
Level 2	21-04 70	D70	28 00 00	ELECTRONIC SAFETY AND SECURITY	Yes	•	•					Electrical		
Level 3	21-04 70 10	D7010		Access Control and Intrusion Detection	Yes	•	•					Electrical		
Level 4	21-04 70 10 10	D7010.10		Access Control	Yes	200	3D+					Electrical		
Level 4	21-04 70 10 50	D7010.50		Intrusion Detection	Yes	200	3D+					Electrical		
Level 3	21-04 70 30	D7030		Electronic Surveillance	Yes	•	•					Electrical		
Level 4	21-04 70 30 10	D7030.10		Video Surveillance	Yes	200	3D+					Electrical		
Level 4	21-04 70 30 50	D7030.50		Electronic Personal Protection	Yes	100	2D+					Electrical		
Level 3	21-04 70 50	D7050		Detection and Alarm	Yes	•	•					Electrical		
Level 4	21-04 70 50 10	D7050.10		Fire Detection and Alarm	Yes	200	3D+					Electrical		
Level 4	21-04 70 50 20	D7050.20		Radiation Detection and Alarm	Yes	200	3D+					Electrical		

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Level 4	21-04 70 50 30	D7050.30		Fuel-Gas Detection and Alarm	Yes	200	3D+					Electrical	
Level 4	21-04 70 50 40	D7050.40		Fuel-Oil Detection and Alarm	Yes	200	3D+					Electrical	
Level 4	21-04 70 50 50	D7050.50		Refrigeration Detection and Alarm	Yes	200	3D+					Electrical	
Level 4	21-04 70 50 60	D7050.60		Water Intrusion Detection and Alarm	Yes	200	3D+					Electrical	
Level 3	21-04 70 70	D7070		Electronic Monitoring and Control	Yes	•	•					Electrical	
Level 4	21-04 70 70 10	D7070.10		Electronic Detection Monitoring and Control	Yes	200	3D+					Electrical	
Level 3	21-04 70 90	D7090		Electronic Safety and Security Supplementary Components	Yes	•	•					Electrical	
Level 4	21-04 70 90 10	D7090.10		Supplementary Components	Yes	100	2D-					Electrical	
Level 2	21-04 80	D80		INTEGRATED AUTOMATION	Yes	•	•					Electrical	
Level 3	21-04 80 10	D8010		Integrated Automation Facility Controls	Yes	•	•					Electrical	
Level 4	21-04 80 10 10	D8010.10		Integrated Automation Control of Equipment	Yes	200	2D+					Electrical	
Level 4	21-04 80 10 20	D8010.20		Integrated Automation Control of Conveying Equipment	Yes	200	2D+					Electrical	
Level 4	21-04 80 10 30	D8010.30		Integrated Automation Control of Fire-Suppression Systems	Yes	200	2D+					Electrical	
Level 4	21-04 80 10 40	D8010.40		Integrated Automation Control of HVAC Systems	Yes	200	2D+					Electrical	
Level 4	21-04 80 10 50	D8010.50		Integrated Automation Control of Plumbing Systems	Yes	200	2D+					Electrical	
Level 4	21-04 80 10 60	D8010.60		Integrated Automation Control of Electrical Systems	Yes	200	2D+					Electrical	
Level 4	21-04 80 10 70	D8010.70		Integrated Automation Control of Communication Systems	Yes	200	2D+					Electrical	
Level 4	21-04 80 10 80	D8010.80		Integrated Automation Control of Electronic Safety and Security Systems	Yes	200	2D+					Electrical	
Level 4	21-04 80 10 90	D8010.90		Integrated Automation Supplementary Components	Yes	100	2D-					Electrical	
Level 1	21-05 00 00	E		EQUIPMENT & FURNISHINGS	Yes	•	•					Architectural, Interiors	
Level 2	21-05 10 00	E10		EQUIPMENT	Yes	•	•					Architectural, Specialty Consultants	
Level 3	21-05 10 10	E1010	11 10 00	Vehicle and Pedestrian Equipment	Yes	•	•					Architectural, Specialty Consultants	
Level 4	21-05 10 10 10	E1010.10	11 11 00	Vehicle Servicing Equipment	Yes	200	3D+					Architectural, Specialty Consultants	
Level 4	21-05 10 10 30	E1010.30	11 12 00	Interior Parking Control Equipment	Yes	200	3D+					Architectural, Specialty Consultants	
Level 4	21-05 10 10 50	E1010.50	11 13 00	Loading Dock Equipment	Yes	300	3D+					Architectural, Electrical, Specialty Consultants	
Level 4	21-05 10 10 70	E1010.70	11 14 00	Interior Pedestrian Control Equipment	Yes	200	3D+					Architectural, Electrical, Specialty Consultants	
Level 3	21-05 10 30	E1030	11 20 00	Commercial Equipment	Yes	•	•					Architectural, Specialty Consultants	
Level 4	21-05 10 30 10	E1030.10	11 21 00	Mercantile and Service Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 20	E1030.20	11 16 00	Vault Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 25	E1030.25	11 17 00	Teller and Service Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 30	E1030.30	11 22 00	Refrigerated Display Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 35	E1030.35		Commercial Laundry and Dry Cleaning Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 40	E1030.40	11 24 00	Maintenance Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 50	E1030.50	11 25 00	Hospitality Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 55	E1030.55	11 26 00	Unit Kitchens	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 60	E1030.60	11 27 00	Photographic Processing Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 70	E1030.70	11 29 00	Postal, Packaging, and Shipping Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 75	E1030.75	11 28 00	Office Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 30 80	E1030.80	11 40 00	Foodservice Equipment	Yes	300	3D+					Specialty Consultants	
Level 3	21-05 10 40	E1040	11 50 00	Institutional Equipment	Yes	•	•					Architectural, Specialty Consultants	
Level 4	21-05 10 40 10	E1040.10	11 50 00	Educational and Scientific Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 40 20	E1040.20	11 70 00	Healthcare Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 40 40	E1040.40	11 91 00	Religious Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 40 60	E1040.60	11 18 00	Security Equipment	Yes	300	3D+					Electrical, Specialty Consultants	
Level 4	21-05 10 40 70	E1040.70	11 19 00	Detention Equipment	Yes	300	3D+					Specialty Consultants	

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MINIMUM MODELING MATRIX

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Level 3	21-05 10 60	E1060	11 30 00	Residential Equipment	Yes	•	•					Architectural	
Level 4	21-05 10 60 10	E1060.10	11 31 00	Residential Appliances	Yes	300	3D+					Architectural	
Level 4	21-05 10 60 50	E1060.50	11 33 00	Retractable Stairs	Yes	200	3D+					Architectural	
Level 4	21-05 10 60 70	E1060.70	11 34 00	Residential Ceiling Fans	Yes	200	3D+					Architectural	
Level 3	21-05 10 70	E1070		Entertainment and Recreational Equipment	Yes	•	•					Architectural, Specialty Consultants	
Level 4	21-05 10 70 10	E1070.10	11 61 00	Theater and Stage Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-05 10 70 20	E1070.20	11 62 00	Musical Equipment	Yes	200	3D+					Specialty Consultants	
Level 4	21-05 10 70 50	E1070.50	11 66 00	Athletic Equipment	Yes	200	3D+					Specialty Consultants	
Level 4	21-05 10 70 60	E1070.60	11 67 00	Recreational Equipment	Yes	300	3D+					Specialty Consultants	
Level 3	21-05 10 90	E1090	11 90 00	Other Equipment	Yes	•	•					Architectural, Specialty Consultants	
Level 4	21-05 10 90 10	E1090.10	11 82 00	Solid Waste Handling Equipment	Yes	200	3D+					Specialty Consultants	
Level 4	21-05 10 90 30	E1090.30	11 92 00	Agricultural Equipment	Yes	200	3D+					Specialty Consultants	
Level 4	21-05 10 90 40	E1090.40	11 93 00	Horticultural Equipment	Yes	200	3D+					Specialty Consultants	
Level 4	21-05 10 90 60	E1090.60		Decontamination Equipment	Yes	200	3D+					Specialty Consultants	
Level 2	21-05 20	E20	12 00 00	FURNISHINGS	Yes	•	•					Interiors	
Level 3	21-05 20 10	E2010		Fixed Furnishings	Yes	•	•					Interiors	
Level 4	21-05 20 10 10	E2010.10	12 10 00	Fixed Art	Yes	100	2D+					Interiors	
Level 4	21-05 20 10 20	E2010.20	12 20 00	Window Treatments	Yes	200	2D+					Interiors	
Level 4	21-05 20 10 30	E2010.30	12 30 00	Casework	Yes	300	3D+					Interiors	
Level 4	21-05 20 10 70	E2010.70	12 60 00	Fixed Multiple Seating	Yes	200	3D+					Interiors	
Level 4	21-05 20 10 90	E2010.90	12 90 00	Other Fixed Furnishings	Yes	200	3D+					Interiors	
Level 3	21-05 20 50	E2050		Movable Furnishings	Yes	•	•					Interiors	
Level 4	21-05 20 50 10	E2050.10	12 10 00	Movable Art	Yes	100	2D+					Interiors	
Level 4	21-05 20 50 30	E2050.30	12 50 00	Furniture	Yes	300	2D+					Interiors	
Level 4	21-05 20 50 40	E2050.40	12 40 00	Accessories	Yes	100	2D+					Interiors	
Level 4	21-05 20 50 60	E2050.60	12 60 00	Movable Multiple Seating	Yes	200	2D+					Interiors	
Level 4	21-05 20 50 90	E2050.90	12 90 00	Other Movable Furnishings	Yes	100	2D+					Interiors	
Level 1	21-06 00 00	F		SPECIAL CONSTRUCTION AND DEMOLITION	Yes	•	•					Architectural, Civil, Mechanical (HVAC), Specialty Consultants	
Level 2	21-06 10	F10		SPECIAL CONSTRUCTION	Yes	•	•					Architectural, Mechanical (HVAC), Structural	
Level 3	21-06 10 10	F1010		Integrated Construction	Yes	•	•					Architectural, Electrical, Fire Protection, Interiors, Mechanical (HVAC), Plumbing, Structural	
Level 4	21-06 10 10 10	F1010.10	13 42 00	Building Modules	Yes	200	3D+					Architectural, Electrical, Mechanical (HVAC), Plumbing, Structural	
Level 4	21-06 10 10 50	F1010.50	13 20 00	Manufactured/Fabricated Rooms	Yes	200	3D+					Architectural, Electrical, Mechanical (HVAC), Plumbing	
Level 4	21-06 10 10 70	F1010.70	13 44 00	Modular Mezzanines	Yes	200	3D+					Architectural, Structural	
Level 3	21-06 10 20	F1020	13 30 00	Special Structures	Yes	•	•					Specialty Consultants	
Level 4	21-06 10 20 10	F1020.10	13 31 00	Fabric Structures	Yes	200	3D+					Specialty Consultants	
Level 4	21-06 10 20 20	F1020.20	13 32 00	Space Frames	Yes	200	3D+					Specialty Consultants	
Level 4	21-06 10 20 30	F1020.30	13 33 00	Geodesic Structures	Yes	200	3D+					Specialty Consultants	
Level 4	21-06 10 20 40	F1020.40	13 34 00	Manufacturer-Engineered Structures	Yes	200	3D+					Specialty Consultants	
Level 4	21-06 10 20 60	F1020.60	10 73 16	Manufactured Canopies	Yes	200	3D+					Specialty Consultants	
Level 4	21-06 10 20 65	F1020.65	13 35 00	Rammed Earth Construction	Yes	200	3D+					Specialty Consultants	
Level 4	21-06 10 20 70	F1020.70	13 36 00	Towers	Yes	200	3D+					Specialty Consultants	
Level 3	21-06 10 30	F1030		Special Function Construction	Yes	•	•					Architectural, Specialty Consultants	
Level 4	21-06 10 30 10	F1030.10	13 48 00	Sound and Vibration Control	Yes	200	3D+					Architectural, Mechanical (HVAC), Plumbing, Specialty Consultants	
Level 4	21-06 10 30 30	F1030.30	13 48 00	Seismic Control	Yes	200	3D+					Architectural, Specialty Consultants, Structural	
Level 4	21-06 10 30 50	F1030.50	13 49 00	Radiation Protection	Yes	200	3D+					Architectural, Specialty Consultants	

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Level 3	21-06 10 50	F1050		Special Facility Components	Yes	•	•					Architectural, Specialty Consultants	
Level 4	21-06 10 50 10	F1050.10		Pools	Yes	300	3D+					Architectural, Specialty Consultants	
Level 4	21-06 10 50 20	F1050.20	13 12 23	Interior Fountains	Yes	300	3D+					Architectural, Interiors, Specialty Consultants	
Level 4	21-06 10 50 30	F1050.30		Interior Water Features	Yes	200	3D+					Architectural, Interiors, Specialty Consultants	
Level 4	21-06 10 50 40	F1050.40	13 13 00	Aquariums	Yes	300	3D+					Specialty Consultants	
Level 4	21-06 10 50 50	F1050.50	13 14 00	Amusement Park Structures and Equipment	Yes	300	3D+					Specialty Consultants	
Level 4	21-06 10 50 60	F1050.60	13 18 00	Ice Rinks	Yes	300	3D+					Specialty Consultants	
Level 4	21-06 10 50 70	F1050.70	13 19 00	Animal Containment	Yes	300	3D+					Architectural, Specialty Consultants	
Level 3	21-06 10 60	F1060	13 28 00	Athletic and Recreational Special Construction	Yes	•	•					Architectural, Specialty Consultants	
Level 4	21-06 10 60 10	F1060.10	13 28 13	Indoor Soccer Boards	Yes	200	3D+					Specialty Consultants	
Level 4	21-06 10 60 20	F1060.20	13 28 16	Safety Netting	Yes	200	2D+					Specialty Consultants	
Level 4	21-06 10 60 30	F1060.30	13 28 19	Arena Football Boards	Yes	200	3D+					Specialty Consultants	
Level 4	21-06 10 60 40	F1060.40	13 28 26	Floor Sockets	Yes	300	2D+					Specialty Consultants	
Level 4	21-06 10 60 50	F1060.50	13 28 33	Athletic and Recreational Court Walls	Yes	200	2D+					Specialty Consultants	
Level 4	21-06 10 60 60	F1060.60	13 28 66	Demountable Athletic Surfaces	Yes	200	2D+					Specialty Consultants	
Level 3	21-06 10 80	F1080	13 50 00	Special Instrumentation	Yes	•	•					Electrical, Specialty Consultants	
Level 4	21-06 10 80 10	F1080.10	13 51 00	Stress Instrumentation	Yes	200	2D+					Specialty Consultants	
Level 4	21-06 10 80 20	F1080.20	13 51 00	Seismic Instrumentation	Yes	200	2D+					Specialty Consultants	
Level 4	21-06 10 80 40	F1080.40	13 51 00	Meteorological Instrumentation	Yes	200	3D+					Specialty Consultants	
Level 4	21-06 10 80 60	F1080.60		Earth Movement Monitoring	Yes	100	2D+					Specialty Consultants	
Level 2	21-06 20 00	F20		FACILITY REMEDIATION	Yes	•	•					Specialty Consultants	
Level 3	21-06 20 10	F2010		Hazardous Materials and Remediation	Yes	•	•					Specialty Consultants	
Level 4	21-06 20 10 10	F2010.10		Transportation and Disposal of Hazardous Materials	Yes	100	2D-					Specialty Consultants	
Level 4	21-06 20 10 20	F2010.20	02 82 00	Asbestos Remediation	Yes	100	2D-					Specialty Consultants	
Level 4	21-06 20 10 30	F2010.30	02 83 00	Lead Remediation	Yes	100	2D-					Specialty Consultants	
Level 4	21-06 20 10 40	F2010.40	02 84 00	Polychlorinate Biphenyl Remediation	Yes	100	2D-					Specialty Consultants	
Level 4	21-06 20 10 50	F2010.50	02 85 00	Mold Remediation	Yes	100	2D-					Specialty Consultants	
Level 2	21-06 30 00	F30		DEMOLITION	Yes	•	•					Architectural, Structural	
Level 3	21-06 30 10	F3010	02 41 16	Structure Demolition	Yes	•	•					Architectural, Structural	
Level 4	21-06 30 10 10	F3010.10	02 41 16.13	Building Elements Demolition	Yes	100	2D-					Architectural	
Level 4	21-06 30 10 30	F3010.30	02 41 16.23	Tower Demolition	Yes	100	2D-					Architectural	
Level 4	21-06 30 10 50	F3010.50	02 41 16.33	Bridge Demolition	Yes	100	2D-					Architectural, Civil	
Level 4	21-06 30 10 70	F3010.70	02 41 16.43	Dam Demolition	Yes	100	2D-					Architectural, Civil	
Level 3	21-06 30 30	F3030	02 41 19	Selective Demolition	Yes	•	•					Architectural, Civil, Electrical, Equipment, Fire Protection, Interiors, Mechanical (HVAC), Plumbing	
Level 4	21-06 30 30 10	F3030.10	02 41 19.13	Selective Bldg Demo	Yes	100	2D-					Architectural, Civil, Electrical, Equipment, Fire Protection, Interiors, Mechanical (HVAC), Plumbing	
Level 4	21-06 30 30 30	F3030.30	02 41 19.16	Selective Interior Demolition	Yes	100	2D-					Architectural, Electrical, Equipment, Fire Protection, Interiors, Mechanical (HVAC), Plumbing	
Level 4	21-06 30 30 50	F3030.50	02 41 19.33	Selective Bridge Demolition	Yes	100	2D-					Architectural, Civil, Specialty Consultants	
Level 4	21-06 30 30 70	F3030.70	02 41 91	Selective Historic Demolition	Yes	100	2D-					Architectural, Civil, Electrical, Equipment, Fire Protection, Interiors, Mechanical (HVAC), Plumbing, Specialty Consultants	
Level 3	21-06 30 50	F3050	02 43 00	Structure Moving	Yes	•	•					Specialty Consultants	
Level 4	21-06 30 50 10	F3050.10	02 43 13	Structure Relocation	Yes	100	2D-					Specialty Consultants	
Level 4	21-06 30 50 30	F3050.30	02 43 16	Structure Raising	Yes	100	2D-					Specialty Consultants	

LEO A DALY
MINIMUM MODELING MATRIX

						DESIGN MODEL (CONSTRUCTION DOCUMENT)		CONSTRUCTION MODEL		FM MODEL			
Level	OmniClass ID	UniFormat ID	MasterFormat ID	Element ID	In Scope of Work	LOD	GRADE	LOD.	GRADE.	LOD..	GRADE..	Primary Discipline (This will allow design team to identify discipline specific areas of content)	Description/Special Notes
Level 1	21-07 00 00	G		SITWORK	Yes	•	•					Civil, Plumbing	
Level 2	21-07 10 00	G10		SITE PREPARATIONS	Yes	•	•					Civil	
Level 3	21-07 10 10	G1010	31 10 00	Site Clearing	Yes	•	•					Civil	
Level 4	21-07 10 10 10	G1010.10	31 11 00	Clearing and Grubbing	Yes	100	2D-					Civil	
Level 4	21-07 10 10 30	G1010.30	31 13 00	Tree and Shrub Removal and Trimming	Yes	100	2D-					Civil	
Level 4	21-07 10 10 50	G1010.50	31 14 00	Earth Stripping and Stockpiling	Yes	100	2D-					Civil	
Level 3	21-07 10 20	G1020		Site Elements Demolition	Yes	•	•					Civil	
Level 4	21-07 10 20 10	G1020.10		Utility Demolition	Yes	200	3D+					Civil	
Level 4	21-07 10 20 30	G1020.30		Infrastructure Demolition	Yes	100	2D-					Architectural, Civil	
Level 4	21-07 10 20 50	G1020.50	02 41 13	Selective Site Demolition	Yes	100	2D-					Architectural, Civil	
Level 3	21-07 10 30	G1030		Site Element Relocations	Yes	•	•					Civil	
Level 4	21-07 10 30 10	G1030.10		Utility Relocation	Yes	200	3D+					Civil	
Level 3	21-07 10 50	G1050	02 50 00	Site Remediation	Yes	•	•					Specialty Consultants	
Level 4	21-07 10 50 10	G1050.10	02 51 00	Physical Decontamination	Yes	100	2D-					Specialty Consultants	
Level 4	21-07 10 50 15	G1050.15	02 52 00	Chemical Decontamination	Yes	100	2D-					Specialty Consultants	
Level 4	21-07 10 50 20	G1050.20	02 53 00	Thermal Decontamination	Yes	100	2D-					Specialty Consultants	
Level 4	21-07 10 50 25	G1050.25	02 54 00	Biological Decontamination	Yes	100	2D-					Specialty Consultants	
Level 4	21-07 10 50 30	G1050.30	02 55 00	Remediation Soil Stabilization	Yes	100	2D-					Specialty Consultants	
Level 4	21-07 10 50 40	G1050.40	02 56 00	Site Containment	Yes	100	2D-					Specialty Consultants	
Level 4	21-07 10 50 45	G1050.45	02 57 00	Sinkhole Remediation	Yes	100	2D-					Specialty Consultants	
Level 4	21-07 10 50 50	G1050.50	02 86 00	Hazardous Waste Drum Handling	Yes	100	2D-					Specialty Consultants	
Level 4	21-07 10 50 60	G1050.60	02 60 00	Contaminated Site Material Removal	Yes	100	2D-					Specialty Consultants	
Level 4	21-07 10 50 80	G1050.80	02 70 00	Water Remediation	Yes	100	2D-					Specialty Consultants	
Level 3	21-07 10 70	G1070	31 20 00	Site Earthwork	Yes	•	•					Civil	
Level 4	21-07 10 70 10	G1070.10	31 22 00	Grading	Yes	100	2D-					Civil	
Level 4	21-07 10 70 20	G1070.20	31 23 00	Excavation and Fill	Yes	100	2D-					Civil	
Level 4	21-07 10 70 30	G1070.30	31 24 00	Embankments	Yes	100	2D-					Civil	
Level 4	21-07 10 70 35	G1070.35	31 25 00	Erosion and Sedimentation Controls	Yes	100	2D-					Civil	
Level 4	21-07 10 70 40	G1070.40	31 32 00	Soil Stabilization	Yes	100	2D-					Civil	
Level 4	21-07 10 70 45	G1070.45	31 33 00	Rock Stabilization	Yes	100	2D-					Civil	
Level 4	21-07 10 70 50	G1070.50	31 34 00	Soil Reinforcement	Yes	100	2D-					Civil	
Level 4	21-07 10 70 55	G1070.55	31 35 00	Slope Protection	Yes	100	2D-					Civil	
Level 4	21-07 10 70 60	G1070.60	31 36 00	Gabions	Yes	100	2D-					Civil	
Level 4	21-07 10 70 65	G1070.65	31 37 00	Riprap	Yes	100	2D-					Civil	
Level 4	21-07 10 70 70	G1070.70	32 70 00	Wetlands	Yes	100	2D-					Civil	
Level 4	21-07 10 70 80	G1070.80	35 73 13	Earth Dams	Yes	100	2D-					Civil	
Level 4	21-07 10 70 90	G1070.90	31 31 00	Site Soil Treatment	Yes	100	2D-					Civil	
Level 2	21-07 20	G20		SITE IMPROVEMENTS	Yes	•	•					Civil	
Level 3	21-07 20 10	G2010		Roadways	Yes	•	•					Civil	
Level 4	21-07 20 10 10	G2010.10	32 10 00	Roadway Pavement	Yes	300	3D+					Civil	
Level 4	21-07 20 10 20	G2010.20	32 16 13	Roadway Curbs and Gutters	Yes	300	3D+					Civil	
Level 4	21-07 20 10 40	G2010.40	32 17 00	Roadway Appurtenances	Yes	300	2D+					Civil	
Level 4	21-07 20 10 70	G2010.70	26 56 19	Roadway Lighting	Yes	300	3D+					Civil, Electrical	
Level 4	21-07 20 10 80	G2010.80	34 52 00	Vehicle Fare Collection	Yes	300	3D+					Specialty Consultants	
Level 3	21-07 20 20	G2020		Parking Lots	Yes	•	•					Civil	
Level 4	21-07 20 20 10	G2020.10	32 10 00	Parking Lot Pavement	Yes	300	3D+					Civil	
Level 4	21-07 20 20 20	G2020.20	32 16 13	Parking Lot Curbs and Gutters	Yes	300	3D+					Civil	
Level 4	21-07 20 20 40	G2020.40	32 17 00	Parking Lot Appurtenances	Yes	300	2D+					Civil	
Level 4	21-07 20 20 70	G2020.70	26 56 16	Parking Lot Lighting	Yes	300	3D+					Civil, Electrical	
Level 4	21-07 20 20 80	G2020.80	11 12 00	Exterior Parking Control Equipment	Yes	200	3D+					Architectural, Civil, Electrical	
Level 3	21-07 20 30	G2030		Pedestrian Plazas and Walkways	Yes	•	•					Civil	
Level 4	21-07 20 30 10	G2030.10	32 10 00	Pedestrian Pavement	Yes	300	3D+					Civil	
Level 4	21-07 20 30 20	G2030.20	32 16 13	Pedestrian Pavement Curbs and Gutters	Yes	300	3D+					Civil	
Level 4	21-07 20 30 30	G2030.30		Exterior Steps and Ramps	Yes	300	3D+					Civil	
Level 4	21-07 20 30 40	G2030.40	32 17 00	Pedestrian Pavement Appurtenances	Yes	300	2D+					Civil	
Level 4	21-07 20 30 70	G2030.70	26 56 33	Plaza and Walkway Lighting	Yes	300	3D+					Civil, Electrical	

LEO A DALY

MINIMUM MODELING MATRIX

						DESIGN MODEL (CONSTRUCTION DOCUMENT)		CONSTRUCTION MODEL		FM MODEL			
Level	OmniClass ID	UniFormat ID	MasterFormat ID	Element ID	In Scope of Work	LOD	GRADE	LOD.	GRADE.	LOD..	GRADE..	Primary Discipline (This will allow design team to identify discipline specific areas of content)	Description/Special Notes
Level 4	21-07 20 30 80	G2030.80	11 14 00	Exterior Pedestrian Control Equipment	Yes	300	3D+					Architectural, Civil, Electrical	
Level 3	21-07 20 40	G2040		Airfields	Yes	•	•					Civil	
Level 4	21-07 20 40 10	G2040.10	32 10 00	Aviation Pavement	Yes	300	3D+					Civil	
Level 4	21-07 20 40 20	G2040.20	32 16 13	Aviation Pavement Curbs and Gutters	Yes	300	3D+					Civil	
Level 4	21-07 20 40 40	G2040.40	32 17 00	Aviation Pavement Appurtenances	Yes	300	2D+					Civil	
Level 4	21-07 20 40 70	G2040.70	26 56 00	Airfield Lighting	Yes	300	3D+					Civil, Electrical, Specialty Consultants	
Level 4	21-07 20 40 80	G2040.80	34 43 00	Airfield Signaling and Control Equipment	Yes	300	3D+					Civil, Electrical, Specialty Consultants	
Level 3	21-07 20 50	G2050		Athletic, Recreational, and Playfield Areas	Yes	•	•					Civil	
Level 4	21-07 20 50 10	G2050.10		Athletic Areas	Yes	200	2D+					Civil	
Level 4	21-07 20 50 30	G2050.30		Recreational Areas	Yes	200	2D+					Civil	
Level 4	21-07 20 50 50	G2050.50		Playfield Areas	Yes	200	2D+					Civil	
Level 3	21-07 20 60	G2060		Site Development	Yes	•	•					Civil	
Level 4	21-07 20 60 10	G2060.10	13 12 13	Exterior Fountains	Yes	300	3D+					Architectural, Civil, Electrical, Plumbing, Specialty Consultants, Structural	
Level 4	21-07 20 60 20	G2060.20	32 31 00	Fences and Gates	Yes	300	3D+					Civil	
Level 4	21-07 20 60 25	G2060.25	12 93 00	Site Furnishings	Yes	200	3D+					Civil	
Level 4	21-07 20 60 30	G2060.30	10 14 00	Exterior Signage	Yes	200	3D+					Civil, Specialty Consultants	
Level 4	21-07 20 60 35	G2060.35	10 75 00	Flagpoles	Yes	300	3D+					Architectural, Civil, Landscape	
Level 4	21-07 20 60 40	G2060.40	10 73 00	Covers and Shelters	Yes	300	3D+					Architectural, Civil, Structural	
Level 4	21-07 20 60 45	G2060.45	10 84 13	Exterior Gas Lighting	Yes	300	3D+					Civil, Plumbing	
Level 4	21-07 20 60 50	G2060.50		Site Equipment	Yes	300	3D+					Civil	
Level 4	21-07 20 60 60	G2060.60	32 32 00	Retaining Walls	Yes	300	3D+					Civil, Specialty Consultants, Structural	
Level 4	21-07 20 60 70	G2060.70	32 34 00	Site Bridges	Yes	300	3D+					Civil, Specialty Consultants, Structural	
Level 4	21-07 20 60 80	G2060.80	32 35 00	Site Screening Devices	Yes	300	3D+					Architectural, Civil, Structural	
Level 4	21-07 20 60 85	G2060.85	32 39 00	Site Specialties	Yes	300	3D+					Civil	
Level 3	21-07 20 80	G2080		Landscaping	Yes	•	•					Civil	
Level 4	21-07 20 80 10	G2080.10	32 84 00	Planting Irrigation	Yes	100	2D+					Civil	
Level 4	21-07 20 80 20	G2080.20	32 92 00	Turf and Grasses	Yes	200	2D+					Civil	
Level 4	21-07 20 80 30	G2080.30	32 93 00	Plants	Yes	200	2D+					Civil	
Level 4	21-07 20 80 50	G2080.50	32 94 00	Planting Accessories	Yes	200	2D+					Civil	
Level 4	21-07 20 80 70	G2080.70	26 56 26	Landscape Lighting	Yes	200	2D+					Civil, Electrical	
Level 4	21-07 20 80 80	G2080.80		Landscaping Activities	Yes	200	2D+					Civil, Specialty Consultants	
Level 2	21-07 30	G30		LIQUID AND GAS SITE UTILITIES	Yes	•	•					Civil	
Level 3	21-07 30 10	G3010	33 10 00	Water Utilities	Yes	•	•					Civil	
Level 4	21-07 30 10 10	G3010.10		Site Domestic Water Distribution	Yes	300	3D+					Civil	
Level 4	21-07 30 10 30	G3010.30		Site Fire Protection Water Distribution	Yes	300	3D+					Civil	
Level 4	21-07 30 10 50	G3010.50		Site Irrigation Water Distribution	Yes	300	3D+					Civil	
Level 3	21-07 30 20	G3020	33 30 00	Sanitary Sewerage Utilities	Yes	•	•					Civil	
Level 4	21-07 30 20 10	G3020.10		Sanitary Sewerage Utility Connection	Yes	300	3D+					Civil	
Level 4	21-07 30 20 20	G3020.20	33 31 00	Sanitary Sewerage Piping	Yes	300	3D+					Civil	
Level 4	21-07 30 20 40	G3020.40	33 36 00	Utility Septic Tanks	Yes	300	3D+					Civil	
Level 4	21-07 30 20 50	G3020.50	33 39 00	Sanitary Sewerage Structures	Yes	300	3D+					Civil	
Level 4	21-07 30 20 60	G3020.60	33 47 23	Sanitary Sewerage Lagoons	Yes	300	3D+					Civil	
Level 3	21-07 30 30	G3030	33 40 00	Storm Drainage Utilities	Yes	•	•					Civil	
Level 4	21-07 30 30 10	G3030.10		Storm Drainage Utility Connection	Yes	300	3D+					Civil	
Level 4	21-07 30 30 20	G3030.20	33 41 00	Storm Drainage Piping	Yes	300	3D+					Civil	
Level 4	21-07 30 30 30	G3030.30	33 42 00	Culverts	Yes	300	3D+					Civil	
Level 4	21-07 30 30 40	G3030.40	33 44 00	Site Storm Water Drains	Yes	300	3D+					Civil	
Level 4	21-07 30 30 50	G3030.50	33 45 00	Storm Drainage Pumps	Yes	300	3D+					Civil	
Level 4	21-07 30 30 60	G3030.60	33 46 00	Site Subdrainage	Yes	300	3D+					Civil	
Level 4	21-07 30 30 70	G3030.70	33 47 26	Storm Drainage Ponds and Reservoirs	Yes	300	3D+					Civil	
Level 3	21-07 30 50	G3050		Site Energy Distribution	Yes	•	•					Mechanical (HVAC)	

LEO A DALY
MINIMUM MODELING MATRIX

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Level 4	21-07 30 50 10	G3050.10	33 61 00	Site Hydronic Heating Distribution	Yes	300	3D+					Mechanical (HVAC)	
Level 4	21-07 30 50 20	G3050.20	33 63 00	Site Steam Energy Distribution	Yes	300	3D+					Mechanical (HVAC)	
Level 4	21-07 30 50 40	G3050.40	33 61 00	Site Hydronic Cooling Distribution	Yes	300	3D+					Mechanical (HVAC)	
Level 3	21-07 30 60	G3060		Site Fuel Distribution	Yes	•	•					Mechanical (HVAC)	
Level 4	21-07 30 60 10	G3060.10	33 41 00	Site Gas Distribution	Yes	300	3D+					Mechanical (HVAC)	
Level 4	21-07 30 60 20	G3060.20	33 52 13	Site Fuel-Oil Distribution	Yes	300	3D+					Mechanical (HVAC)	
Level 4	21-07 30 60 30	G3060.30	33 52 16	Site Gasoline Distribution	Yes	100	3D+					Specialty Consultants	
Level 4	21-07 30 60 40	G3060.40	33 52 19	Site Diesel Fuel Distribution	Yes	100	3D+					Specialty Consultants	
Level 4	21-07 30 60 60	G3060.60	33 52 43	Site Aviation Fuel Distribution	Yes	100	3D+					Specialty Consultants	
Level 3	21-07 30 90	G3090		Liquid and Gas Site Utilities Supplementary Components	Yes	•	•					Specialty Consultants	
Level 4	21-07 30 90 10	G3090.10		Supplementary Components	Yes	100	2D+					Specialty Consultants	
Level 2	21-07 40	G40		ELECTRICAL SITE IMPROVEMENTS	Yes	•	•					Electrical	
Level 3	21-07 40 10	G4010		Site Electric Distribution Systems	Yes	•	•					Electrical	
Level 4	21-07 40 10 10	G4010.10	33 71 73	Electrical Utility Services	Yes	200	3D+					Electrical	
Level 4	21-07 40 10 20	G4010.20	33 71 00	Electric Transmission and Distribution	Yes	200	3D+					Electrical	
Level 4	21-07 40 10 30	G4010.30	33 72 00	Electrical Substations	Yes	200	3D+					Electrical	
Level 4	21-07 40 10 40	G4010.40	33 73 00	Electrical Transformers	Yes	200	3D+					Electrical	
Level 4	21-07 40 10 50	G4010.50	33 75 00	Electrical Switchgear and Protection Devices	Yes	200	3D+					Electrical	
Level 4	21-07 40 10 70	G4010.70	33 79 00	Site Grounding	Yes	200	2D+					Electrical	
Level 4	21-07 40 10 90	G4010.90	33 09 70	Electrical Distribution System Instrumentation and Controls	Yes	200	2D+					Electrical	
Level 3	21-07 40 50	G4050	26 56 29	Site Lighting	Yes	•	•					Civil, Electrical	
Level 4	21-07 40 50 10	G4050.10	26 56 23	Area Lighting	Yes	300	3D+					Electrical	
Level 4	21-07 40 50 20	G4050.20	26 56 36	Flood Lighting	Yes	300	3D+					Electrical	
Level 4	21-07 40 50 50	G4050.50		Building Illumination	Yes	300	3D+					Electrical	
Level 4	21-07 40 50 90	G4050.90		Exterior Lighting Supplementary Components	Yes	100	2D+					Electrical	
Level 2	21-07 50	G50		SITE COMMUNICATIONS	Yes	•	•					Electrical	
Level 3	21-07 50 10	G5010	33 80 00	Site Communications Systems	Yes	•	•					Electrical	
Level 4	21-07 50 10 10	G5010.10	33 81 00	Site Communications Structures	Yes	200	3D+					Electrical	
Level 4	21-07 50 10 30	G5010.30	33 82 00	Site Communications Distribution	Yes	200	3D+					Electrical	
Level 4	21-07 50 10 50	G5010.50	33 83 00	Wireless Communications Distribution	Yes	200	3D+					Electrical	
Level 2	21-07 90	G90		MISCELLANEOUS SITE CONSTRUCTION	Yes	•	•					Civil	
Level 3	21-07 90 10	G9010	31 70 00	Tunnels	Yes	•	•					Civil	
Level 4	21-07 90 10 10	G9010.10		Vehicular Tunnels	Yes	200	3D+					Civil	
Level 4	21-07 90 10 20	G9010.20		Pedestrian Tunnels	Yes	200	3D+					Civil	
Level 4	21-07 90 10 40	G9010.40		Service Tunnels	Yes	200	3D+					Civil	
Level 4	21-07 90 10 90	G9010.90		Tunnel Construction Related Activities	Yes	200	2D-					Civil	

Note: These rates are current through April 2022 and are subject to annual escalation due to compensation increases. Reimbursables are in addition to these rates.

<u>Project Management</u>	\$183
<u>Architectural</u>	
Senior Professional Architect	\$173
Professional Architect	\$136
Architectural Technician	\$96
<u>Mechanical Engineering</u>	
Senior Professional Mechanical Engineer	\$202
Professional Mechanical Engineer	\$136
Mechanical Technician	\$126
<u>Electrical Engineering</u>	
Senior Professional Electrical Engineer	\$216
Professional Electrical Engineer	\$159
Electrical Technician	\$111
<u>Structural Engineering</u>	
Senior Professional Structural Engineer	\$216
Professional Structural Engineer	\$154
Structural Technician	\$102
<u>Civil Engineering</u>	
Senior Professional Civil Engineer	\$223
Professional Civil Engineer	\$119
Civil Technician	\$87
<u>Interior Design</u>	
Senior Professional Interior Designer	\$151
Professional Interior Designer	\$77
<u>Commissioning</u>	
Senior Commissioning Agent	\$196
Commissioning Agent	\$130
<u>Contract Administration</u>	\$188
<u>Administrative</u>	\$87

March 5, 2021

Doug Clark
Public Works Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: LEO A DALY Commissioning Proposal

Dear Mr. Clark:

LEO A DALY Company (the Architect) appreciates the opportunity to present this proposal to City of Bellevue (the Owner) for the commissioning services for the Bellevue Public Library.

SCOPE OF SERVICES

The Architect will provide building commissioning services for the referenced project as outlined below. The scope of services is in alignment with the requirements of the 2018 International Building Code. The commissioning services for this project will include two phases defined as the Construction/Testing Phase and the Occupancy/Operations Phase.

The Construction/Testing Phase will include:

- Conducting a commissioning kick-off meeting
- Assisting to incorporate commissioning into the project schedule
- Performing two site visits in conjunction with commissioning meetings
- Developing functional performance test procedures
- Witnessing and documenting the functional performance tests**
- Generating issues logs
- Developing a systems manual using Contractor-supplied information

**Retesting of functional performance tests that fail on the first attempt and result in an additional trip are not included in the scope and shall be performed as additional services. Architect recommends Owner institute a system whereby labor and expenses associated with any required retesting is at the expense of the Installing Contractor as appropriate.

The Occupancy/Operations Phase will include:

- Witnessing seasonal testing (if required)
- Conducting a 10-month warranty walk with the Owner
- Creating a final commissioning report

The above services for both phases will to be completed in eleven trips to the site. Additional required trips to the site will be additional services.

COMMISSIONED SYSTEMS

The following is a list of proposed system and their respective components to be commissioned:

- Plumbing Systems
 - Domestic hot water generating system
- Mechanical Systems
 - Cooling System



PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS

ABU DHABI
ATLANTA
AUSTIN
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WASHINGTON DC
WEST PALM BEACH

LEO A DALY
8600 Indian Hills Drive
Omaha, NE 68114-4039
402.391.8111

leoadaly.com

- Heating System
- Air-Distribution System
- Building Automation System
- Electrical Systems
 - Lighting Controls

DELIVERABLES

As the Commissioning Authority, Architect, will provide the following deliverables per phase:

Construction/Testing Phase

- Completed Functional Performance Tests
- Completed Issues Logs
- Commissioning Plan
- Systems Manual

Occupancy/Operations Phase

- Final Commissioning Report
- Warranty Walk Summary Report
- Updated Systems Manual

COMPENSATION

The fee to provide the commissioning services described herein for the listed equipment and systems will be a lump sum of Twenty-Two Thousand Three Hundred Dollars (\$22,300).

As described any required retesting due to the failure of a functional performance test on the first attempt that results in additional trips is not included in the scope/fee. The hourly rate for retesting is per the Exhibit D – LEO A DALY Hourly Rates Schedule.

SCHEDULE

This work is expected to begin upon acceptance of this Proposal and to be completed within four weeks after the Certificate of Occupancy is granted and all final punch list items have been addressed. Exceptions to this schedule are those items in the Occupancy/Operations Phase.

We appreciate the opportunity to propose our services. Please contact me at 402-390-4254 if you have any questions. Thank you for the opportunity to serve you.

Sincerely,
LEO A DALY



Denise Allacher, PE, CBCP
Senior Associate, Senior Commissioning Agent
dlallacher@leoadaly.com

Approved by:

Nancy Melby, PE
Vice President, Director of Operations

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:33:01 ET on 03/23/2021.

PAGE 1

AGREEMENT made as of the 8th day of March in the year 2021

...

(In words, indicate day, month and year.)

...

(Name, legal status, address and other information)

...

City of Bellevue

...

1510 Wall Street

...

Bellevue, NE 68005(Hereinafter referred to as "Owner")

...

(Name, legal status, address and other information)

...

Leo A Daly Company
8600 Indian Hills Drive
Omaha, NE 68114(Hereinafter referred to as "Architect")

...

(Name, location and detailed description)

...

Bellevue Public Library Renovation and Addition
(Hereinafter referred to as the "Project")

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TABLE OF ARTICLES

...

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

...

Owner's Program will be determined as part of the Architect's basic services

...

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

...

Addition and Renovation to existing facility at 1003 Lincoln Rd, Bellevue, NE 68005. Work will include renovation to the existing library of approximately 14,523 SF and a 300 SF addition with an exterior canopy and associated site work, including new parking lot layout and book drop drive, as developed per Option 1 and depicted in Exhibit A - City of Bellevue Public Library - Conceptual Design Study, dated September 6, 2019. This work also includes an upgrade of the electrical system per Option 2 of the conceptual design package.

Basic services will include an exterior concept design study consisting of 2 concepts with 2 exterior renderings of quality exhibited in the previously completed Conceptual Design Study package.

...

Design of Furniture, Fixtures and Equipment will be included in the basic services.

...

(Provide total and, if known, a line item breakdown.)

PAGE 3

Based on the opinion of probable cost generated in September 2019, the Cost of the Work is estimated to be \$3,980,000 and the FFE budget is \$278,000.

...

Programming (4) weeks – complete approx. 4/5/21

...

Schematic Design (4) weeks – complete approx. 5/3/21

...

Owner Review (1) week

...

Design Development (6) weeks – complete approx. 6/21/21

...

Owner Review (1) week

...

Construction Documents (8) weeks – complete 8/20/21

...

Bidding (4) weeks – complete approx. 9/15/21

...

Construction Administration (52) weeks – complete approx. October 2022

...

Estimated October 2021

...

Estimated October 2022

...

.4 Other milestone dates:

...

N/A

...

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

...

Design-Bid-Build project delivery with competitively bid single bid package

...

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

...

none

...

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

~~(List name, address, and other contact information.)~~

...

Doug Clark, Public Works Director

...

City of Bellevue, Nebraska

...

1510 Wall Street

...

Bellevue, NE 68005
Doug.Clark@Bellevue.net

...

Office 402-293-3030

...

Mobile: 402-490-4875

PAGE 4

~~(List name, address, and other contact information.)~~

...

None

...

~~(List name, legal status, address, and other contact information.)~~

...

.1 Geotechnical Engineer:Special Inspector

...

TBD-

...

~~.2 Civil Engineer:~~

...

~~.3 Other, if any:~~

...

~~(List any other consultants and contractors retained by the Owner.)~~

...

~~(List name, address, and other contact information.)~~

...

Stacy Feit, Project Manager, Associate
Leo A Daly
8600 Indian Hills Drive
Omaha, NE 68114
slfeit@leoadaly.com
402-390-4236

...

~~(List name, legal status, address, and other contact information.)~~

...

~~.1 Structural Engineer, Mechanical Engineer, Electrical Engineer:~~

...

LEO A DALY-

...

~~.2 Meechanical-Geotechnical Engineer:~~

...

TBD-

...

~~.3 Electrical Engineer:Land Surveyor:~~

...

TBD-

...

None

...

Refer to Exhibit B - Proposal for A/E Services for Bellevue Public Library Renovation and Addition, dated June 16, 2020

PAGE 5

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

~~**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~-(\$ -) for each occurrence and -(\$ -) one million dollars (\$1,000,000) for each occurrence~~ and in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~-(\$ -) five hundred thousand dollars (\$500,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than ~~-(\$ -) each accident, -(\$ -) each employee, and -(\$ -) five hundred thousand (\$ 500,000) each accident, and five hundred thousand (\$ 500,000) policy limit.~~

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~-(\$ -) per claim and -(\$ -) one millions dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.~~

PAGE 6

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary ~~and excess or umbrella~~ policies for Commercial General Liability and Automobile Liability to include the Owner as

an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Umbrella policies, if any, shall follow form of the underlying policies.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 ~~and include usual and customary structural, mechanical, and electrical engineering services.~~ Services not set forth in this Article 3 are Supplemental or Additional Services.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, and if requested by Owner or otherwise required herein, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.3.1 The Owner agrees that the Architect is not responsible for damages arising from any circumstances beyond the Architect's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by the Owner or the Owner's other designers, contractor, or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

...

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents ~~and entities providing utility services to the Project.~~ The Architect shall respond to applicable design requirements imposed by those authorities ~~and entities.~~

PAGE 7

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

...

§ 3.2.6 The Architect shall submit to the Owner an ~~estimate~~ opinion of probable cost of the Cost of the Work prepared in accordance with Section 6.3.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of ~~drawings and other~~

~~documents drawings and other documents~~ including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

...

§ 3.3.2 The Architect shall update the ~~estimate~~ opinions of probable cost of the Cost of the Work prepared in accordance with Section 6.3.

PAGE 8

§ 3.4.3 During the development of the Construction Documents, the Architect ~~shall~~ shall, if requested by the Owner in writing, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

...

§ 3.4.4 ~~The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.~~ Not Used.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, ~~advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5,~~ and request the Owner's approval.

...

§ 3.5 Procurement Phase Services

...

§ 3.5.1 General

...

~~The~~ If requested by the Owner in writing, the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, and if requested by the Owner in writing, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

...

§ 3.5.2 Competitive Bidding

...

§ 3.5.2.2 ~~The~~ If requested by the Owner in writing, the Architect shall assist the Owner in bidding the Project by:

...

§ 3.5.3 Negotiated Proposals ~~Not Used.~~

...

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

...

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

...

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

...

~~.2 organizing and participating in selection interviews with prospective contractors;~~

...

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

...

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

...

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 9

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site ~~inspections~~ observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

...

§ 3.6.2.2 The Architect ~~has the authority to reject~~ shall notify the Owner of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority to require~~ recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, ~~neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall~~

by the Architect shall not give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

§ 3.6.3 Certificates for Payment to Contractor

...

§3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and ~~inspections, on site visits,~~ (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

...

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site ~~inspections-observation visits~~ to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

PAGE 10

§ 3.6.4.2 The Architect shall review ~~and approve,~~ or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of an deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written acknowledgement of the specific deviation of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval-review of a specific item shall not indicate approval of an assembly of which the item is a component.

...

§ 3.6.6 Project Completion

...

- .1 conduct ~~inspections-site observations~~ to determine the date or dates of Substantial Completion and the date of final completion;

...

- .4 issue a final Certificate for Payment based upon a final ~~inspection-site observations~~ indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

...

§ 3.6.6.2 The Architect’s ~~inspections-site~~ observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 4.1.1.1	Programming	<u>Architect (basic services)</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect (basic services)</u>
§ 4.1.1.3	Measured drawings	<u>Not provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect (basic services)</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect (basic services)</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect (basic services)</u>
§ 4.1.1.7	§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect (basic services)</u>
§ 4.1.1.9	Landscape design	<u>Architect (basic services)</u>
§ 4.1.1.10	Architectural interior design	<u>Architect (basic services)</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect (basic services)</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect’s coordination of the Owner’s consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect (basic services)</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23	Commissioning	<u>Architect, Supplemental Service</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Architect (basic service)</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services Temporary Space Design	<u>Architect, Supplemental Service</u>

...

§ 4.1.2.1.1 Programming: Basic Services is defined as Architect will lead up to three programming meetings with users to identify space needs, priorities, and adjacencies. Architect will develop spreadsheet to document listing of desired spaces, square footages, and adjacencies for user review.

§ 4.1.2.1.2 Multiple preliminary designs: Basic Services is defined as Architect will complete exterior concept design study consisting of 2 concepts for renovating the exterior of the building to eliminate weeping natural stone look. Two exterior renderings of quality exhibited in the previously completed Conceptual Design Study package will be provided.

§ 4.1.2.1.3 Existing facility surveys: Basic Services is defined as Architect will complete a survey limited to a visual assessment of existing library and systems to identify existing conditions as well as generally confirm information documented in the Owner provided existing building drawings. Selective demolition and environmental/hazardous material identification/testing will not be conducted. All assessment activities will be conducted from the ground, floor, and roof where permanent ladders are available.

...

§ 4.1.2.1.4 Site Evaluation and Planning: Basic services is defined as site topographic survey and geotechnical investigation.

...

The Architect will contract with a subconsultant to furnish a topographic survey to describe physical characteristics and utility locations for the site of the Project. The extents of the survey will include the east and south side of the existing building, to include the parking lot, drop off and book drop lane. The survey shall include, as applicable, grades and lines of streets and pavements; rights-of-way, restrictions, easements, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines. All the information on the survey will be referenced to a Project benchmark.

...

The Architect will contract with a subconsultant to furnish services of geotechnical engineers, which may include soil borings, determinations of soil bearing values and subsurface preparation for foundations, slab on grade and paving, with written reports and appropriate recommendations.

PAGE 13

§ 4.1.2.1.5 Building Information Model Management Responsibilities: Basic Services is defined as utilization of a Building Information Model to deliver Construction Documents for the Project. The Building Information Model will not be utilized for the purpose of fabrication, estimating or scheduling. The model will be available as a resource to the Owner for information only. The model's level of development is up to the discretion of the design team to convey design intent and show massing of major architectural and engineering components of the building as outlined in attached Exhibit C – Leo A Daly Minimum Modeling Matrix.

...

§ 4.1.2.1.6 Civil Engineering: Basic Services is defined as engineering of utility services, miscellaneous grading for building footprint, pedestrian paths, and parking layout, and site improvement parking pavement design. Traffic analysis and design of improvements outside the property line are not included.

...

§ 4.1.2.1.7 Landscape Design: Basic Services is defined as design of outdoor landscape planting plan within the limits of parking and pathways as exhibited in the site plan (page 19) included in Exhibit A – City of Bellevue Public Library - Conceptual Design Study, dated September 6, 2019.

§ 4.1.2.1.8 Architectural Interior Design: Basic Services is defined as interior space definition, material and color selection. Furniture selection is not included.

...

§ 4.1.2.1.9 Value Analysis is a systematic review of costs associated with different products, components, or systems when designing the project. If value engineering / project scope modifications are required, Architect reserves the right to discuss equitable compensation for the cost of any required re-design. Additional Compensation shall be in the form of a change order to the Agreement and will be executed in the following month after the value engineering / project scope modification is accepted by the Owner.

...

§ 4.1.2.1.10 As-Designed Record Drawings: Basic Services is defined as preparation of Construction Documents modified to include the original Construction Documents plus all addenda, Architect's Supplemental Instructions (ASI's), Change Orders, Construction Change Directives, and minor changes in the work.

...

§ 4.1.2.1.11 Telecommunications/Data Design: Detailed Telecommunications/Data Design shall be by others. Architect's basic services include the design of required infrastructure (power, pathways) as required.

...

§ 4.1.2.1.12 Commissioning: See Exhibit E - LEO A DALY Commissioning Proposal

§ 4.1.2.1.13 Furniture, Furnishings, and Equipment Design:

Design Phase: Architect to prepare a detailed furniture package layout for public and workspace areas. Architect to prepare a furniture specification package for use in a Request for Proposal (RFP) to obtain furniture pricing (bids) between FF&E vendors. Specification package to include furniture plans, description of product, and finish selection for new furniture including: library shelves, soft seating, study tables, circulation desk, meeting room tables and chairs, computer lab tables and chairs, maker space furnishings, and staff workstations.

Bidding Phase: Architect to answer requests for information from FF&E vendors and issue addendums based on questions/issues raised by vendors. Architect shall participate in the process of reviewing RFP's and awarding furniture package.

Construction Phase: Architect to assist in coordinating mock-up design. Architect to assist in the coordination of furniture delivery and installation between vendor and Contractor. Architect to review shop drawing submittals and answer requests for information (RFI's) from the Contractor. Architect to provide punchlist of furniture items and verification of placement.

...

§ 4.1.2.1.14 Temporary Space Design: Architect to provide services to design a 20,000SF temporary space within the 4th floor shell space at Bellevue University for relocation of existing library space during the existing building renovation construction period. Architect to complete inventory of existing furniture for possible relocation to temporary space, programming functions for temporary space, Architectural Floor plan, Life Safety Plan, Finish plan, HVAC Layout, Electrical/Data Layout, Lighting Layout, Structural floor loading assessment, structural review of proposed layout and temporary facility specifications. All services such as power, fire alarm, fire protection, HVAC, and plumbing shall be extensions of existing services located in or near the existing area. Reinforcement of the existing structure for the new floor loads is not included.

...

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

PAGE 14

None

...

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. **Not Used.**

...

.11 Assistance to the Initial Decision Maker, if other than the Architect-

...

.12 Further phase or accelerate Architect's services;

...

13. Redesign or revise drawings and other documents after any Schematic Design Phase submittal which is not caused by Architect's negligence;

...

14. An increase in the Cost of the Work by more than 10% of the original estimate of the Cost of the Work.

...

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the ~~Contract Documents~~ Documents, are repetitive, or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

PAGE 15

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 Two (2) times per month on average, site observation visits to the site by the Architect during construction

...

.3 ~~(-) inspections~~ Two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 ~~() inspections for any portion One (1) site observations for any portion~~ of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.4 ~~The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~Not Used.

...

§ 5.5 ~~The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~Not Used.

...

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~Not Used.

PAGE 16

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate opinion of probable cost of the Cost of the Work and updated estimates opinions of probable cost of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate opinion of probable cost of the Cost of the ~~Work, or evaluation, Work~~ prepared or agreed to by the ~~Architect.~~Architect and Owner shall release and hold Architect harmless from opinion of probable costs provided under this Agreement.

...

§ 6.3 ~~In preparing estimates of the Cost of Work, any opinion of probable cost~~ the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work opinion of probable cost to meet the Owner's budget. The Architect's estimate opinion of probable cost of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.5 If at any time the Architect's ~~estimate~~ opinion of probable cost of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect ~~shall~~ shall, as an Additional Service, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section ~~11.3~~; ~~otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

(Check the appropriate box.)

...

— Arbitration pursuant to Section 8.3 of this Agreement

...

— Litigation in a court of competent jurisdiction

...

— Other: *(Specify)*

§ 8.3 ~~Arbitration~~ Not Used

...

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

...

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

...

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

...

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

§ 8.3.4 Consolidation or Joinder

...

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

...

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

...

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

NA

...

NA

PAGE 21

(Insert amount)

...

Lump sum of Three Hundred Seventy-Four Thousand Two Hundred Twenty-Eight Dollars (\$374,228).

...

~~.2~~ Percentage Basis

...

This includes \$346,428 for basic design and construction administration services, \$8,300 for Exterior Conceptual Design Study, and \$19,500 for Furniture, Fixture and Equipment Design services.

...

(Insert percentage value)

...

~~()~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

~~.3~~ Other

...

(Describe the method of compensation)

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

...

The fees for Additional Services will be negotiated as a lump sum or on an hourly basis dependent on the specific scopes of work.

...

11.2.1 Commissioning: Twenty-Two Thousand Three Hundred Dollars (lump sum)

11.2.2 Temporary Space Design: Fourteen Thousand Four Hundred Dollars (lump sum)

...

The fees for Additional Services will be negotiated as a lump sum or on an hourly basis dependent on the specific scopes of work.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

...

TBD

...

<u>Programming</u>	<u>Ten</u>	<u>percent (</u>	<u>10</u>	<u>%)</u>
<u>Schematic Design Phase</u>	<u>Ten</u>	<u>percent (</u>	<u>10</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>Twenty-five</u>	<u>percent (</u>	<u>25</u>	<u>%)</u>
<u>Construction Documents Phase</u>	<u>Thirty</u>	<u>percent (</u>	<u>30</u>	<u>%)</u>
<u>Bidding Phase</u>	<u>Five</u>	<u>percent (</u>	<u>5</u>	<u>%)</u>
<u>Construction Phase</u>	<u>Twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>
Schematic Design Phase		percent (%)
Design Development Phase		percent (%)
Construction Documents Phase		percent (%)
Procurement Phase		percent (%)
Construction Phase		percent (%)
Total Basic Compensation	one hundred	percent (100	%)

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(If applicable, attach an exhibit of hourly billing rates or insert them below.)

...

See Attached Exhibit D –LEO A DALY Hourly Rates Schedule

...

Employee or Category	Rate (\$0.00)
-----------------------------	----------------------

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

...

None

...

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

(Insert rate of monthly or annual interest agreed upon.)

...

12 % per annum

...

(Include other terms

...

~~and conditions applicable to this Agreement.)~~ 12.1 Limit of Liability. It is agreed that the Owner's maximum recovery against Architect for any damages, claims, costs, or expenses arising under the Agreement, whether in contract, tort or otherwise, is \$2,000,000. It is expressly agreed that Owner's sole and exclusive remedy against Architect under the Agreement, whether based in contract, tort or otherwise, is the award of damages, costs or expenses not to exceed the stipulated figure of \$2,000,000.

12.2 Remodeling. Inasmuch as the remodeling and/or rehabilitation of an existing building or structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building or structure, the Owner agrees that, except for negligence on the part of the Architect, Owner

will release, hold harmless, and indemnify the Architect for and against any and all claims, damages, and costs of defense arising out of such professional services involving those assumptions.

...

12.3 Maintenance. The Owner agrees to release and hold the Architect harmless of any and all liability should the Owner fail to adhere to any published maintenance schedule for any material or product that is a part of the Project. However, Architect agrees to inform Owner in a timely manner of any and all maintenance schedules for any material or product that are known by the Architect.

...

- .2** AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

...

Not

...

Used

...

(Insert the date of the E203-2013 incorporated into this agreement.)

...

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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Exhibit A – City of Bellevue Public Library - Conceptual Design Study, dated September 6, 2019

...

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

Exhibit B – Proposal for A/E Services for Bellevue Public Library Renovation and Addition, dated June 16, 2020

...

(Insert the date of the E204-2017 incorporated into this agreement.)

...

Exhibit C – LEO A DALY Minimum Modeling Matrix

...

Exhibit D – LEO A DALY Hourly Rates Schedule

...

Other Exhibits incorporated into this Agreement:

...

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

...

Exhibit E – LEO A DALY Commissioning Proposal

...

None

...

City of Bellevue:

LEO A DALY Company:

...

Rusty Hike Mayor

Nancy Melby Vice President, Director of Operations

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: Doug Clark, Public Works Director		Dean Dunn, Manager of Engineering Services	
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:

Professional Engineering Agreement for Cornhusker Bridge Road

SYNOPSIS/BACKGROUND:

The City of Bellevue has received notification from NDOT after their review of the biennial bridge inspection reports that the scour below Cornhusker Road bridge at Mud Creek needs to be addressed. HGM Associates Inc. will provide surveying and engineering services for the stabilization of the east bank of Mud Creek under Cornhusker Road bridge.

FISCAL IMPACT: \$15,500.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	HGM Associates Inc.	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Professional Engineering Agreement - Project				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED:	NO
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:	PROJ-202107	ACCOUNT NUMBER:	10-15-6399		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Professional Engineering Agreement between the City of Bellevue and HGM Associates Inc. in the amount of \$15,500.00 for the east bank stabilization of Mud Creek under Cornhusker Road Bridge.

ATTACHMENTS:

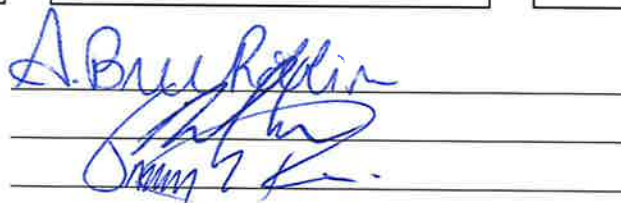
1. Agreement
2. _____
3. _____
4. _____
5. _____
6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





March 10, 2021

Mr. Dean Dunn, P.E.
Manager of Engineering Services
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

Subject: Letter Proposal for Surveying and Engineering Services
East Bank Stabilization of Mud Creek under Cornhusker Road Bridge
HGM Proposal No. 000721-050

Dear Dean:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

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

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$15,500. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

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

Mr. Dean Dunn, P.E.

March 10, 2021

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that final contract documents can be completed within 60 days of receiving your authorization to proceed in the form of your acceptance of this agreement. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

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

Yours very truly,
HGM ASSOCIATES INC. – CONSULTANT



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

Acceptance of Proposal:
CITY OF BELLEVUE - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated March 10, 2021 between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (HGM) (CONSULTANT).

Subject: East Bank Stabilization of Mud Creek under Cornhusker Road Bridge
HGM Proposal No. 000721-050

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

1. SITE SURVEY

- A. Topographic Survey of Mud Creek – East abutment to center pier, 50 feet in both direction from the bridge,
- B. Iowa One Call design locate process will be used to collect utility information,
- C. Download survey data to AutoCAD Civil 3D 2020,
- D. Establish existing UPRR right-of-way limits in topographic survey.

2. SITE INVESTIGATION AND PRELIMINARY PLANS

- A. Site visit and investigation,
- B. Preliminary bank stabilization plans – consider options in addition to Rip-Rap,
- C. Address existing erosion from subdrains through the abutment and around wing walls,
- D. Prepare preliminary Opinion of Probable Construction Cost.

3. FINAL CONTRACT DOCUMENTS

- A. Complete final construction plans including estimated quantities and construction details,
- B. Prepare front end documents and specifications for bidding,
- C. Develop final Opinion of Probable Construction Cost.

4. PERMITTING / RAILROAD COORDINATION

- A. Section 404 Permit – Prepare and submit application to USACE (If necessary),
- B. Floodplain Permit =Prepare and submit application to PMRNRD and Bellevue,
- C. Complete and Submit a UPRR right-of-entry permit.

5. BID PHASE AND CONSTRUCTION PHASE SERVICES

- A. Answer contractor questions and prepare addenda (as necessary) during bid phase,
- B. Respond to contractor questions/requests for information.

Client Responsibilities

1. None.

This is an exhibit attached to and made part of the letter agreement dated March 10, 2021, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Indemnity: The consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the client, its officers, directors and employees (collectively, client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this agreement and that of its subconsultants or anyone for whom the consultant is legally liable.

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

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

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

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

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

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

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

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

ADDENDUM

This Addendum is made this 10th day of March, 2021, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc.,(hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 10th of March, 2021.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

Date: March 10, 2021.

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

By: _____

By: 

Name: _____

Name: STEVE MOFFITT

Title: _____

Title: VICE PRESIDENT

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Chief Clary	
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:

Police Vehicle Purchases

SYNOPSIS/BACKGROUND:

The Police Department recently lost two marked cruisers in motor vehicle accidents. As a result, we need to purchase two replacement 2021 Ford Utility Hybrid Police Cruisers, which was not anticipated during this fiscal years budget planning process. The cost for a single Ford Utility Hybrid is \$37,743.00. We will re-use the emergency equipment from the crashed vehicles in order to keep costs down.

FISCAL IMPACT: \$75,486.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

INSURANCE & SUBROGATION IS EXPECTED TO COVER SOME OF THE COST.

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: 20 ACCOUNT NUMBER:

RECOMMENDATION:

Recommend Approval to purchase 2 new Ford Utility Police Hybrids, not to exceed \$75,486.00.

ATTACHMENTS:

- Vehicle Request Memo
- Anderson Ford State Bid
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblin
[Signature]

Bellevue Police Department

MEMORANDUM



To: Chief Clary
From: Captain Stroehler
Date: 3-25-21
Re: Cruiser replacement

Chief Clary,

As you are aware, cruisers 621 and 627 were both recently involved in crashes which resulted in them being "totaled" by the insurance companies. The cars were both 2018 Ford Police Interceptors with just 30,058 miles and 39,738 miles, respectively. We would have anticipated using both for several more years in our patrol fleet.

I am requesting that we approach the City Council for authorization to allow me to purchase 2 replacement cruisers as soon as possible. A new 2021 Ford Police Interceptor Utility Hybrid-- All Wheel Drive cruiser, similarly equipped, is \$37,743 on the State bid. The total cost for 2 cruisers would be \$75,486.00. It is my hope that insurance settlement money can be used to cover most of the purchase, with any remaining funds to come from line 6349, Vehicle and Equipment Repair, which currently shows \$33,000 available to us.

I've attached a current estimate from Ford, as well as documentation to show that the crashed vehicles are irreparable. Please let me know what else you might need from me to help facilitate this request.

Cpt. K. Stroehler

Captain Kurt Stroehler

3-25-21

Date

ANDERSON

www.AndersonAutoGroup.com

Capt. Tom Dargy

March 19th, 2021

Bellevue Police Dept
1510 Wall St
Bellevue Ne 68005
Office 402-682-6664
FBI NA 253

State Contract #15418

- 2021 Ford Police Interceptor Utility Hybrid-- All Wheel Drive \$34,496
- Hybrid engine: \$3,895
- Deduct \$99 LEADS on License plates
- Deduct \$99 LEADS on Push Bumper
- Deduct \$100 on 100 watt siren speaker
- Deduct \$350 on aux battery
- Push Bumper—standard

Black exterior, vehicles keyed alike with full wheel covers.

State Contract Price: \$37,743

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



mazda

LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 488 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

2207 North Bell Highway
St. Joseph, MO 64506
816 383 8000



OFFUTT COLLISION REPAIR

Driven to a Higher Standard
10106 SOUTH 15TH STREET, BELLEVUE, NE
68123
Phone: (402) 291-5599
FAX: (402) 291-9351

Workfile ID: 9678be40
PartsShare: 6bVW2
Federal ID: 470626185
State ID: 01-3767469

621

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

Written By: Diego Molina

Insured: BELLEVUE POLICE DEPARTMENT

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

BELLEVUE POLICE DEPARTMENT
1510 WALL STREET
BELLEVUE, NE 68005
(402) 293-3100 Cell

Inspection Location:

OFFUTT COLLISION REPAIR
10106 SOUTH 15TH STREET
BELLEVUE, NE 68123
Repair Facility
(402) 291-5599 Business

Insurance Company:

CUSTOMER PAY

VEHICLE

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

VIN: 1FM5K8AR0JGA83509
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls

Rear Window Wiper

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags

Head/Curtain Air Bags

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

Get live updates at www.carwise.com/e/3XFrX2

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR DOOR					
2	R&I	RT R&I door assy				1.2	
3	R&I	LT R&I door assy				1.2	
4		QUARTER PANEL					
5	Repl	RT Quarter panel	FB5Z7827840B	1	1,575.10	19.0	3.5
6		Add for Clear Coat					1.4
7	Repl	LT Quarter panel	FB5Z7827841B	1	1,740.57	18.5	3.5
8		Overlap Major Adj. Panel					-0.4
9		Add for Clear Coat					0.6
10		Deduct for Rear Bumper R&I				-1.2	
11	Repl	RT Wheel opng mldg	FB5Z7829164AA	1	98.27	Incl.	
12	Repl	LT Wheel opng mldg	FB5Z7829165AA	1	98.75	Incl.	
13	R&I	RT Upper molding				Incl.	
14	R&I	LT Upper molding				Incl.	
15	Repl	RT Upper molding rivet	W714004S900	4	10.00		
16	Repl	LT Upper molding rivet	W714004S900	4	10.00		
17	R&I	RT Qtr glass FORD green tint				Incl.	
18	R&I	LT Qtr glass FORD green tint				Incl.	
19	R&I	LT Pillar trim camel/gray				Incl.	
20	R&I	LT Qtr trim panel w/o inflatable 2nd row seat belts w/6 speaker audio-camel				Incl.	
21	R&I	RT Qtr trim panel w/o inflatable 2nd row seat belts w/6 speaker audio-camel				Incl.	
22	Repl	RT Inner panel (HSS)	FB5Z7827790A	1	519.20 s	8.5	1.5
23		Add for Clear Coat					0.3
24	Repl	LT Inner panel (HSS)	FB5Z7827791A	1	517.05 s	8.5	1.5
25	*	Add for Clear Coat					0.3
26	Repl	RT Gutter (HSS)	BB5Z7845114B	1	199.60 s	3.5	1.3
27	*	Add for Clear Coat					0.3
28	Repl	LT Gutter (HSS)	BB5Z7845115B	1	197.95 s	3.5	1.3
29	*	Add for Clear Coat					0.3
30	Repl	RT Filler panel (HSS)	BB5Z78278D72A	1	72.10	2.0	
31	Repl	LT Filler panel (HSS)	BB5Z78278D73A	1	82.23	2.0	
32		REAR BODY & FLOOR					
33	Repl	Center floor pan	DB5Z7811160A	1	481.45	14.0	2.0
34	*	Add for Clear Coat					0.4
35	Repl	Rear body panel (HSS)	BB5Z7810608A	1	132.48	Incl.	1.1
36		Overlap Major Adj. Panel					-0.4
37	*	Add for Clear Coat					0.1
38	Repl	Panel below gate	BB5Z7810928A	1	272.08	7.0	1.3
39		Overlap Major Adj. Panel					-0.4

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

40	*	Add for Clear Coat						0.2
41		Add for Inside						0.7
42		Deduct for Overlap					-2.0	
43		Repl RT Rear sidemember (HSS)	BB5Z7810456A	1	410.62	s	9.2	1.5
44	*	Add for Clear Coat						0.3
45		Repl LT Rear sidemember (HSS)	BB5Z7810457A	1	410.62	s	9.2	1.5
46	*	Add for Clear Coat						0.3
47		Repl RT Extension (HSS)	5F9Z74106A94AA	1	56.58			
48		Repl LT Extension (HSS)	5F9Z74106A95AA	1	56.58			
49		Repl RT Floor extn	BB5Z7411250A	1	32.48		1.6	0.5
50		Repl LT Floor extn	AE9Z7411251A	1	36.78		1.6	0.5
51		Overlap Minor Panel						-0.2
52		Repl Sill plate	DB5Z7842624BC	1	107.12		Incl.	
53		Repl Rear cover	DB5Z7813046CA	1	463.88			
54		Repl Storage box	EB5Z78115A00AA	1	276.76			
55		Repl Storage compart	DB5Z78310B17A	1	82.98			
56	LIFT GATE							
57		Repl Lift gate	FB5Z7840010A	1	1,247.02		4.5	3.5
58		Overlap Major Adj. Panel						-0.4
59	*	Add for Clear Coat						0.6
60		Repl Emblem	CL3Z9942528C	1	43.08		0.2	
61		Repl Nameplate "4WD"	FB5Z9942528D	1	18.58		0.1	
62		Repl Nameplate "FLEX FUEL 4WD"	DB5Z9942528B	1	30.52		0.1	
63		Repl Nameplate "POLICE INTERCEPTOR"	LB5Z7842528A	1	25.13		0.2	
64	REAR LAMPS							
65		Repl LT Tail lamp assy level 1	FB5Z13405A	1	687.45		Incl.	
66		Repl RT Tail lamp assy level 1	FB5Z13404A	1	681.18		Incl.	
67	REAR BUMPER							
68		O/H rear bumper					2.5	
69	<>	Repl Bumper cover	JB5Z17K835ACPTM	1	340.57		Incl.	2.4
70		Overlap Major Non-Adj. Panel						-0.2
71	*	Add for Clear Coat						0.4
72		Repl Lower cover w/o park sensors	JB5Z17F828AA	1	333.55		Incl.	
73	**	A/M Covid-19 Cleaning		1	25.00	T	1.0	
74	**	Repl A/M Cover Car		1	10.00	T		
75	**	Repl A/M Corrosion protection primer		1	10.00	T	0.5	
76	#	Rpr Unibody structural pull					6.0	F
77	#	Rpr Setup & measure					3.0	
78	**	Repl A/M Cavity Wax		1	12.00	T		
79	**	Repl A/M Flex additive		1	12.00	T		
80	#	Subl Hazardous waste removal		1	5.00	X		
SUBTOTALS					11,422.31		125.4	31.1

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			11,348.31
Body Labor	119.4 hrs @	\$ 58.00 /hr	6,925.20
Paint Labor	31.1 hrs @	\$ 58.00 /hr	1,803.80
Frame Labor	6.0 hrs @	\$ 68.00 /hr	408.00
Paint Supplies	31.1 hrs @	\$ 40.00 /hr	1,244.00
Miscellaneous			74.00
Subtotal			21,803.31
Sales Tax	\$ 14,465.11 @	7.0000 %	1,012.56
Grand Total			22,815.87

MyPriceLink Estimate ID / Quote ID:

803305966547247104 / 83118143

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE, KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING.

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 03/17/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Date: 3/19/2021 12:51 PM
 Estimate ID: 214
 Estimate Version: 0
 Preliminary
 Profile ID: * aba
 Quote ID: 83042330

Auto Body Authority Inc.

9920 South 36th St., Bellevue, NE 68123
 (402) 293-8230
 Fax: (402) 293-8451
 Email: abactiet@yahoo.com

621

Damage Assessed By: Chuck Tietsort
 Classification: None

Date of Loss: 3/18/2021
 Accident Date: 3/18/2021
 Deductible: UNKNOWN

Arrival Date: 3/18/2021

Insured: BELLEVUE POLICE DEPT. CITY OF BELLEVUE
 Address: BELLEVUE, NB 68005

Mitchell Service: 911800

Description: 2018 Ford Explorer Police Intercepto **#621**
 Body Style: 4D Ut
 VIN: 1FM5K8AR0JGA83509
 Mileage: 30,475
 OEM/ALT: O
 Color: BLACK
 Options: 4WD OR AWD

Drive Train: 3.7L Inj 6 Cyl AWD
 License: 31916 NB

Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	933037	FRM	ADD'L OPR	Frame/Unibody Repair And Setup			5.0*
2	100726	BDY	OVERHAUL	Frnt Bumper Cover Assy			3.8 #
3	931111	BDY	REMOVE/REPLACE	Brush Guard	New	500.00 *	2.0*
4	101684	BDY	REMOVE/REPLACE	Frnt Add w/Emergency Lamps			0.4
5	100731	BDY	REMOVE/REPLACE	Frnt Bumper Cover	FB5Z 17D957 EB	715.33	INC #
6	AUTO	REF	REFINISH	Frnt Bumper Cover			C 2.8
7	100734	BDY	REMOVE/REPLACE	Frnt Bumper Rivet 6@0.88	* W702852 S300	5.28	INC
8	100737	BDY	REMOVE/REPLACE	Frnt Ctr Bumper Grille	FB5Z 17K945 AA	79.43	INC #
9	AUTO	BDY	REMOVE/INSTALL	Frnt Bumper Cover			INC
10	100742	BDY	REMOVE/REPLACE	Frnt Bumper Rivet 2@6.00	* W704342 S300	12.00	INC
11	100710	BDY	REMOVE/REPLACE	Frnt Bumper Valance Panel	FB5Z 17D957 AC	244.64	INC #
12	101885	BDY	REMOVE/INSTALL	Frnt Bumper Wiring Harness	Existing		INC #r
13	100740	BDY	REMOVE/REPLACE	Grille Assembly	FB5Z 8200 GB	444.37	INC #
14	100745	BDY	REMOVE/INSTALL	Upr Grille Reinforcement	Existing		INC #r
15	101503	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.3 #
16	101504	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3 #
17	100806	BDY	REMOVE/INSTALL	Hood Assy			0.6
18	100095	BDY	REMOVE/INSTALL	R Fender Wheel Opening Mldg			0.4 #
19	100089	BDY	REMOVE/INSTALL	L Fender Wheel Opening Mldg			0.4 #
20	931110	BDY	REMOVE/REPLACE	Hitch	New	150.00 *	0.5*
21	100123	BDY	REPAIR	L Frnt Body Front Apron Panel (HSS/UHSS)	Existing		4.0*#
22	AUTO	REF	REFINISH	L Apron Assembly Complete			2.5
23	100857	MCH	REMOVE/REPLACE	Disable & Enable Air Bag System -M			0.5
24	101174	BDY	REMOVE/INSTALL	Frnt Skid Plate	Existing		0.3 r
25	100404	MCH	REMOVE/REPLACE	Exhaust Muffler -M	JB5Z 5230 C	867.87	1.6

ESTIMATE RECALL NUMBER: 03/19/2021 11:35:18 214
 Mitchell Data Version: OEM: MAR_21_V

Software Version: 7.1.240

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26	931127	MCH	ADD'L LABOR OP	Pre Repair Scan	Existing		0.0*
27	931128	MCH	ADD'L LABOR OP	Post Repair Scan	Existing		0.0*
28	100408	BDY	REMOVE/REPLACE	R Rear Exhaust Bracket	AA8Z 5A205 A	16.87	
29	100409	BDY	REMOVE/REPLACE	L Rear Exhaust Bracket	8A8Z 5A205 A	19.07	
30	100406	BDY	REMOVE/REPLACE	Exhaust Hanger 4@6.75	5F9Z 5F262 AA	27.00	
31	100310	BDY	REMOVE/INSTALL	R Rocker Moulding			0.5
32	100311	BDY	REMOVE/INSTALL	L Rocker Moulding			INC
33	101546	BDY	REMOVE/INSTALL	R Rear Door Assembly			0.6
34	101559	BDY	REMOVE/INSTALL	L Rear Door Assembly			0.6
35	101464	REF	REFINISH	Roof Panel Outside			C 3.5
36	100527	BDY	REMOVE/INSTALL	R Frt Roof Moulding			0.2
37	100528	BDY	REMOVE/INSTALL	L Frt Roof Moulding			0.2
38	100529	BDY	REPAIR	R Rear Roof Moulding			19.0*
39	100530	BDY	REMOVE/INSTALL	L Rear Roof Moulding			0.2
40	101052	BDY	REMOVE/INSTALL	R Roof Luggage Rack			0.4 #
41	101121	REF	REFINISH	R Fuel Door			INC #
42	101122	REF	REFINISH	R Add For Inside Fuel Door			C 0.2
43	101056	BDY	REPAIR	R Quarter Outer Panel	Existing		0.0* #
44	AUTO	REF	REFINISH	R Quarter Panel Outside			C 1.8
45	101057	BDY	REMOVE/REPLACE	L Quarter Outer Panel	FB5Z 7827841 B	1,740.57	18.5 #
46	AUTO	REF	REFINISH	L Quarter Panel Outside			C 1.8
47	AUTO	REF	REFINISH	L Quarter Panel Edge			C 0.5
48	AUTO	REF	REFINISH	L Add For Pillar			C 0.5
49	AUTO	MCH	REMOVE/REPLACE	L Add To R&I/R&R Side Curtain Air Bags-M			1.6 #
50	AUTO	MCH	REMOVE/REPLACE	L Rear Add To R&I/R&R Side Air Bag Senso			0.4
51	101058	BDY	REMOVE/REPLACE	Panel Bonding Adhesive	TA 1	91.20	
52	101694	BDY	REMOVE/REPLACE	R Quarter Wheelhouse Liner	FB5Z 7828370 C	76.88	0.3 #
53	101695	BDY	REMOVE/REPLACE	L Quarter Wheelhouse Liner	FB5Z 7828371 C	77.47	INC #
54	101070	BDY	REMOVE/REPLACE	R Quarter Rivet 2@3.50	* W712650 S417	7.00	
55	101071	BDY	REMOVE/REPLACE	L Quarter Rivet 2@3.50	* W712650 S417	7.00	
56	101072	BDY	REMOVE/INSTALL	R Quarter Filler	Existing		2.0 r
57	101073	BDY	REMOVE/INSTALL	L Quarter Filler	Existing		2.0 r
58	101075	BDY	REMOVE/INSTALL	R Quarter Drain Trough	Existing		#r
59	101076	BDY	REMOVE/INSTALL	L Quarter Drain Trough	Existing		#r
60	101089	BDY	REMOVE/INSTALL	R Quarter Wheel Opening Mldg			INC
61	101090	BDY	REMOVE/INSTALL	L Quarter Wheel Opening Mldg			INC
62	101091	BDY	REMOVE/INSTALL	R Pillar Moulding			INC #
63	101092	BDY	REMOVE/INSTALL	L Pillar Moulding			INC #
64	101093	BDY	REMOVE/REPLACE	R Quarter Wheel Opening Mldg	FB5Z 7829164 AA	98.27	0.3
65	101094	BDY	REMOVE/REPLACE	L Quarter Wheel Opening Mldg	FB5Z 7829165 AA	98.75	INC
66	101095	BDY	REMOVE/REPLACE	R Quarter Pillar Moulding	FB5Z 78290A60 AA	85.63	0.4 #
67	101096	BDY	REMOVE/REPLACE	L Quarter Pillar Moulding	FB5Z 78290A61 AA	73.58	INC #
68	101097	BDY	REMOVE/REPLACE	R Quarter Rivet	* W714004 S900	2.50	
69	101098	BDY	REMOVE/REPLACE	L Quarter Rivet	* W714004 S900	2.50	
70	101099	BDY	REMOVE/INSTALL	R Lwr Quarter Trim Panel			INC #
71	101100	BDY	REMOVE/INSTALL	L Lwr Quarter Trim Panel			INC #
72	101223	BDY	REMOVE/INSTALL	R Quarter Wheelhouse Insulator	Existing		r
73	101224	BDY	REMOVE/INSTALL	L Quarter Wheelhouse Insulator	Existing		r
74	101234	GLS	REMOVE/INSTALL	R Quarter Glass			2.3 #
75	101235	GLS	REMOVE/INSTALL	L Quarter Glass			0.3 #
76	101276	BDY	REMOVE/REPLACE	Qtr Glass Adhesive	N.A.	50.00 *	
77	101342	BDY	REMOVE/REPLACE	Add To Transfer Liftgate Glass			0.7
78	101343	BDY	REMOVE/REPLACE	Liftgate Shell	FB5Z 7840010 A	1,247.02	5.4 #
79	AUTO	REF	REFINISH	Liftgate Outside			C 1.8
80	AUTO	REF	REFINISH	Add For Edge & Inside			C 1.1
81	101344	BDY	REMOVE/REPLACE	R Liftgate Hinge	CJ5Z 7842900 B	20.88	0.3 #

ESTIMATE RECALL NUMBER: 03/19/2021 11:35:18 214
 Mitchell Data Version: OEM: MAR_21_V

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 Profile ID: * aba
 Quote ID: 83042330

82	AUTO	REF	REFINISH	R Hinge				C 0.5
83	AUTO	BDY	REMOVE/INSTALL	Liftgate Assy				INC
84	101345	BDY	REMOVE/REPLACE	L Liftgate Hinge	CJ5Z 7842900 B	20.88	0.3 #	
85	AUTO	REF	REFINISH	L Hinge				C 0.5
86	101346	BDY	REMOVE/REPLACE	R Liftgate Grille	4M8Z 54280B62 A	6.92		
87	101347	BDY	REMOVE/REPLACE	L Liftgate Grille	4M8Z 54280B62 A	6.92		
88	101874	BDY	REMOVE/REPLACE	R Liftgate Lift Strut	FB5Z 78406A10 B	45.75	0.1 #	
89	101875	BDY	REMOVE/REPLACE	L Liftgate Lift Strut	FB5Z 78406A11 B	46.05	0.1 #	
90	101353	BDY	REMOVE/REPLACE	Liftgate Lock Cylinder	ORDER FROM DEALER	105.95	INC	
91	101238	BDY	REMOVE/REPLACE	Liftgate Cylinder Retainer	FB5Z 7843629 A	28.40		
92	101244	BDY	REMOVE/REPLACE	Liftgate Latch	DB5Z 7843150 C	178.23	INC #	
93	AUTO	BDY	REMOVE/INSTALL	Lwr Liftgate Trim Panel				INC #
94	101246	BDY	REMOVE/REPLACE	Rear Body Striker	BB5Z 7843252 A	10.05	0.2	
95	101247	BDY	REMOVE/REPLACE	Liftgate Opening Weatherstrip	BB5Z 78404A06 C	180.63	INC	
96	100702	BDY	REMOVE/INSTALL	Liftgate Spoiler				0.4 #
97	AUTO	BDY	REMOVE/INSTALL	Upr Liftgate Trim Panel				INC
98	102019	BDY	REMOVE/REPLACE	Wiring Harness	HB5Z 15A599 A	227.87		
99	101279	BDY	REMOVE/REPLACE	Liftgate Moulding	FB5Z 7842512 BB	654.52	0.2 #	
100	101280	BDY	REMOVE/REPLACE	Liftgate Rear View Camera	GB5Z 19G490 C	381.83	INC #	
101	101281	BDY	REMOVE/REPLACE	Liftgate Latch Release Handle	FB5Z 7841018 AA	75.52	INC #	
102	AUTO	REF	REFINISH	Handle				C 0.5
103	101282	BDY	REMOVE/REPLACE	Liftgate Handle Seal	FB5Z 78021A46 A	12.68		
104	101283	BDY	REMOVE/REPLACE	Liftgate Adhesive Emblem	CL3Z 9942528 C	43.08	0.1	
105	101516	BDY	REMOVE/REPLACE	Liftgate Adhesive Nameplate	LB5Z 7842528 A	25.13	0.1	
106	101287	BDY	REMOVE/REPLACE	Upr Liftgate Inner Trim Panel	BB5Z 7842410 AE	83.70	INC	
107	101291	BDY	REMOVE/REPLACE	Lwr Liftgate Inner Trim Panel	FB5Z 7842906 AA	294.92	INC #	
108	101298	BDY	REMOVE/REPLACE	Liftgate Pull Handle	BB5Z 78434A14 AC	7.32	INC #	
109	101293	BDY	REMOVE/REPLACE	R Liftgate Mounting Bracket	DB5Z 13N364 A	388.58	INC	
110	101297	BDY	REMOVE/REPLACE	L Liftgate Mounting Bracket	DB5Z 13N364 A	388.58	INC	
111	101300	BDY	REMOVE/REPLACE	Liftgate Wiring Harness	ORDER FROM DEALER	107.88		
112	101355	BDY	REMOVE/REPLACE	Liftgate Glass Adhesive	N.A.	25.00 *		
113	101356	BDY	REMOVE/REPLACE	Liftgate Wiper Blade	BB5Z 17528 F	17.48	INC	
114	101357	BDY	REMOVE/REPLACE	Liftgate Wiper Arm	BB5Z 17526 C	46.87	INC #	
115	101358	BDY	REMOVE/REPLACE	Liftgate Wiper Arm Cap	BB5Z 17C526 A	3.57		
116	101359	BDY	REMOVE/REPLACE	Liftgate Nut	* W708312 S441	2.50		
117	101360	BDY	REMOVE/REPLACE	Liftgate Wiper Motor	BB5Z 17508 B	92.11	INC #	
118	101361	BDY	REMOVE/REPLACE	Liftgate Washer Hose	BB5Z 17A605 C	12.95		
119	101363	BDY	REMOVE/REPLACE	Ctr Liftgate Washer Hose	BB5Z 17A605 D	16.33		
120	101371	MCH	ALIGN	Four Wheel				2.4
121	100564	MCH	REMOVE/INSTALL	Fuel Tank				3.2
122	100568	BDY	REMOVE/INSTALL	Fuel System Filler Pipe	Existing			0.6 #r
123	100573	BDY	REMOVE/INSTALL	Fuel System Shield	Existing			r
124	100581	REF	REFINISH	Rear Body Panel				C 1.6
125	100582	REF	REFINISH	Add For Edge & Inside				0.8
126	100583	REF	REFINISH	Rear Floor Pan				2.0
127	100584	REF	REFINISH	Add For Underside				1.0
128	100585	REF	REFINISH	R Lwr Rear Body Sidemember				1.2
129	100586	REF	REFINISH	L Lwr Rear Body Sidemember				1.2
130	101696	REF	REFINISH	R Upr Rear Body Sidemember				1.0
131	101697	REF	REFINISH	L Upr Rear Body Sidemember				1.0
132	100587	BDY	REMOVE/REPLACE	Rear Body Panel (HSS)	BB5Z 7810608 A	132.48	INC #	
133	100588	BDY	REMOVE/REPLACE	Rear Body Inner Panel	BB5Z 7810928 A	272.08	18.4 #	
134	100591	BDY	REMOVE/REPLACE	Rear Body Floor Pan Reinf	DB5Z 7810780 A	287.02	0.5	
135	100592	BDY	REMOVE/REPLACE	Rear Body Floor Pan	BB5Z 7811215 A	540.85	8.0 #	
136	100597	BDY	REMOVE/REPLACE	Ctr Rear Body Floor Pan	DB5Z 7811160 A	481.45		
137	100598	BDY	REMOVE/REPLACE	R Lwr Rear Body Sidemember Assy	BB5Z 7810456 A	410.62	19.9 #	

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138	100599	BDY	REMOVE/REPLACE	L Lwr Rear Body Sidemember Assy	-S	BB5Z 7810457 A	410.62	9.9	#
139	100608	BDY	REMOVE/REPLACE	R Upr Rear Body Sidemember Assy	-S	BB5Z 7810124 A	137.55	INC	#
140	100609	BDY	REMOVE/REPLACE	L Upr Rear Body Sidemember Assy	-S	BB5Z 7810125 A	137.55	INC	#
141	100534	BDY	REMOVE/REPLACE	Rear Body Trim Panel		DB5Z 7842624 BC	107.12	INC	
142	100538	BDY	REMOVE/INSTALL	Rear Body Front Carpet		Existing		0.1	#r
143	100539	BDY	REMOVE/INSTALL	Rear Body Carpet		Existing		INC	#r
144	100628	BDY	REMOVE/INSTALL	R Rear Combination Lamp				INC	#
145	100632	BDY	REMOVE/REPLACE	R Rear Combination Lamp Assembly		FB5Z 13404 A	681.18	0.3	#
146	100633	BDY	REMOVE/REPLACE	L Rear Combination Lamp Assembly		FB5Z 13405 A	687.45	INC	#
147	100644	BDY	REMOVE/REPLACE	R License Lamp		BB5Z 13550 A	12.20	INC	#
148	100645	BDY	REMOVE/REPLACE	L License Lamp		BB5Z 13550 A	12.20	INC	#
149	100665	BDY	REMOVE/INSTALL	Rear Bumper Cover				INC	#
150	AUTO	BDY	REMOVE/INSTALL	L Rear Combination Lamp				INC	#
151	101982	BDY	OVERHAUL	Rear Bumper Cover Assy				2.4	#
152	101973	BDY	REMOVE/REPLACE	Rear Add w/Parking Sensor				0.4	
153	102020	BDY	REMOVE/REPLACE	Rear Upr Bumper Cover		JB5Z 17K835 ACPTM	340.57	INC	#
154	AUTO	REF	REFINISH	Rear Upr Bumper Cover				C 2.4	
155	102021	BDY	REMOVE/REPLACE	Rear Upr Bumper Rivet 4@0.88		* W702852 S300	3.52	INC	
156	102022	BDY	REMOVE/REPLACE	R Rear Bumper Rivet 2@2.50		* W710250 S300	5.00	INC	
157	102023	BDY	REMOVE/REPLACE	L Rear Bumper Rivet 2@2.50		* W710250 S300	5.00	INC	
158	102024	BDY	REMOVE/REPLACE	R Rear Bumper Bracket		FB5Z 17D942 C	22.33	0.2	#
159	102025	BDY	REMOVE/REPLACE	L Rear Bumper Bracket		FB5Z 17D943 C	22.33	INC	#
160	102026	BDY	REMOVE/REPLACE	R Rear Bumper Clip		3M8Z 16K262 B	6.00	INC	
161	102027	BDY	REMOVE/REPLACE	L Rear Bumper Clip		3M8Z 16K262 B	6.00	INC	
162	102028	BDY	REMOVE/REPLACE	R Rear Inr Bumper Bracket		FB5Z 17D942 A	31.13	0.2	#
163	102029	BDY	REMOVE/REPLACE	L Rear Inr Bumper Bracket		FB5Z 17D943 A	34.75	INC	#
164	102030	BDY	REMOVE/REPLACE	Rear Bumper Step Pad		JB5Z 17B807 AA	73.85	INC	#
165	102032	BDY	REMOVE/REPLACE	Rear Lwr Bumper Cover		JB5Z 17K835 AC	460.57	INC	#
166	102034	BDY	REMOVE/REPLACE	R Rear Bumper Rivet 3@0.88		* W702852 S300	2.64	INC	
167	102035	BDY	REMOVE/REPLACE	L Rear Bumper Rivet 3@0.88		* W702852 S300	2.64	INC	
168	102036	BDY	REMOVE/REPLACE	Rear Lwr Bumper Valance Panel		JB5Z 17K835 CD	142.43	INC	#
169	AUTO	REF	REFINISH	Rear Lwr Valance				C 1.2	
170	102037	BDY	REMOVE/REPLACE	Rear Bumper Rivet 8@1.80		* N806830 S100	14.40	INC	
171	102038	BDY	REMOVE/REPLACE	R Rear Bumper Reflector		FB5Z 15A449 D	25.72	INC	#
172	102039	BDY	REMOVE/REPLACE	L Rear Bumper Reflector		FB5Z 15A449 C	24.27	INC	#
173	102040	BDY	REMOVE/REPLACE	R Rear Otr Parking Distance Sensor		FR3Z 15K859 AAPT M	66.23	INC	#
174	AUTO	REF	REFINISH	R Rear Otr Park Distance Sensor				C 0.2	
175	102041	BDY	REMOVE/REPLACE	L Rear Otr Parking Distance Sensor		FR3Z 15K859 AAPT M	66.23	INC	#
176	AUTO	REF	REFINISH	L Rear Otr Park Distance Sensor				C 0.2	
177	102042	BDY	REMOVE/REPLACE	R Rear Inr Parking Distance Sensor		FR3Z 15K859 AAPT M	66.23	INC	#
178	AUTO	REF	REFINISH	R Rear Inr Park Distance Sensor				C 0.2	
179	102043	BDY	REMOVE/REPLACE	L Rear Inr Parking Distance Sensor		FR3Z 15K859 AAPT M	66.23	INC	#
180	AUTO	REF	REFINISH	L Rear Inr Park Distance Sensor				C 0.2	
181	102044	BDY	REMOVE/REPLACE	Rear Bumper Wiring Harness		ORDER FROM DEALER	108.25	INC	#
182	102047	BDY	REMOVE/REPLACE	Rear Bumper Energy Absorber		JB5Z 17E855 A	139.47	INC	#
183	102048	BDY	REMOVE/REPLACE	Rear Bumper Clip 7@6.00		* N807951 S	42.00	INC	
184	102049	BDY	REMOVE/REPLACE	Rear Otr Bumper Clip 2@6.00		3M8Z 16K262 A	12.00	INC	
185	102050	BDY	REMOVE/REPLACE	Rear Inr Bumper Clip 2@6.00		3M8Z 16K262 B	12.00	INC	
186	102051	BDY	REMOVE/REPLACE	Rear Bumper Impact Bar		BB5Z 17906 A	138.78	0.4	#
187	936001		ADD'L COST	Towing			100.00	*	
188	933035	FRM	ADD'L OPR	Unibody Pull				3.0*	
189	AUTO	REF	ADD'L OPR	Clear Coat				4.9	
190	933005	BDY	ADD'L OPR	Restore Corrosion Protection			10.00	*	
191	933009	BDY	ADD'L OPR	Drill And Install Ornamentation				2.0*	
192	933018	REF	ADD'L OPR	Mask For Overspray			10.00	*	
193	933023	MCH	ADD'L OPR	Disconnect/Reconnect Computer(s)				1.0*	

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 1,484.00 *
 5.00 *

194 AUTO ADD'L COST Paint/Materials
 195 AUTO ADD'L COST Hazardous Waste Disposal

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

Remarks
 FRONT END DAMAGED AS WRITTEN AND SEEN (SUPPLEMENTS AFTER TORN DOWN FOR REPAIRS)
 REAR END DAMAGE WRITTEN AS SEEN (FRAME DAMAGE SEEN/SUPPLEMENTS FOLLOW AFTER TORN DOWN)
 SUPPLEMENTS FOR REPAIRS ON EMBLEMS/REMOVE REPLACE POLICE LIGHTS/ETC.EQUIPMENT NOT INCLUDED TO INSTALL OR REPLACE ETC.

Estimate Totals

						II. Part Replacement Summary		Amount
I. Labor Subtotals								
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	Taxable Parts		16,550.25
Body	129.4	60.00	10.00	0.00	7,774.00			
Refinish	37.1	60.00	10.00	0.00	2,236.00			
Glass	2.6	60.00	0.00	0.00	156.00	Total Replacement Parts Amount		16,550.25
Frame	8.0	75.00	0.00	0.00	600.00			
Mechanical	10.7	90.00	0.00	0.00	963.00			
Non-Taxable Labor					11,729.00			
Labor Summary					187.8			11,729.00
III. Additional Costs						IV. Adjustments		Amount
Taxable Costs					1,584.00	Customer Responsibility		0.00
Non-Taxable Costs					5.00			
Total Additional Costs					1,589.00			
Paint Material Method: Rates Init Rate = 40.00 , Init Max Hours = 99.9, Addl Rate = 0.00								
						I. Total Labor:		11,729.00
						II. Total Replacement Parts:		16,550.25
						III. Total Additional Costs:		1,589.00
						Gross Total:		29,868.25
						IV. Total Adjustments:		0.00
						Net Total:		29,868.25

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This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact

6 Rear Center (P), 12 Front Center (S)



OFFUTT COLLISION REPAIR

Driven to a Higher Standard
10106 SOUTH 15TH STREET, BELLEVUE, NE
68123
Phone: (402) 291-5599
FAX: (402) 291-9351

Workfile ID: 27b62bc1
PartsShare: 69PLGT
Federal ID: 470626185
State ID: 01-3767469

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Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

Written By: Diego Molina

Insured: BELLEVUE POLICE DEPARTMENT Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 0
Point of Impact:

Owner: BELLEVUE POLICE DEPARTMENT **Inspection Location:** OFFUTT COLLISION REPAIR **Insurance Company:** CUSTOMER PAY
1510 WALL STREET 10106 SOUTH 15TH STREET
BELLEVUE, NE 68005 BELLEVUE, NE 68123
(402) 293-3100 Cell Repair Facility
(402) 291-5599 Business

VEHICLE

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

VIN: 1FM5K8AR7JGA83510 Interior Color: Mileage In: Vehicle Out:
License: Exterior Color: Mileage Out:
State: Production Date: Condition: Job #:

TRANSMISSION	Privacy Glass	AM Radio	Head/Curtain Air Bags
Automatic Transmission	Overhead Console	FM Radio	Xenon or L.E.D. Headlamps
4 Wheel Drive	CONVENIENCE	Stereo	SEATS
POWER	Air Conditioning	Search/Seek	Cloth Seats
Power Steering	Intermittent Wipers	CD Player	Bucket Seats
Power Brakes	Tilt Wheel	SAFETY	Reclining/Lounge Seats
Power Windows	Cruise Control	Drivers Side Air Bag	WHEELS
Power Locks	Rear Defogger	Passenger Air Bag	Styled Steel Wheels
Power Mirrors	Message Center	Anti-Lock Brakes (4)	PAINT
Power Driver Seat	Steering Wheel Touch Controls	4 Wheel Disc Brakes	Clear Coat Paint
Power Adjustable Pedals	Rear Window Wiper	Traction Control	OTHER
DECOR	Backup Camera	Stability Control	Rear Spoiler
Dual Mirrors	RADIO	Front Side Impact Air Bags	California Emissions

Get live updates at www.carwise.com/e/3XjnuT

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				3.8	
3	** <>	Repl A/M CAPA Bumper cover	FB5Z17D957EB	1	629.00	Incl.	2.4
4		Add for Clear Coat					1.0
5	**	Repl A/M CAPA Lower cover	FB5Z17D957AC	1	215.00	Incl.	
6	**	Repl A/M CAPA Lower grille	FB5Z17K945AA	1	70.00	Incl.	
7	**	Repl A/M RT Side trim w/o fog lamps	FB5Z17B968AA	1	85.00	Incl.	
8	**	Repl A/M CAPA Lower molding	FB5Z8419APTM	1	189.00	Incl.	0.8
9		Overlap Minor Panel					-0.2
10		Add for Clear Coat					0.1
11	**	Repl A/M CAPA Absorber	FB5Z17C882C	1	86.00	Incl.	
12		Repl RT Side support rivet	W702852S300	8	7.04		
13		Repl LT Side support rivet	W702852S300	8	7.04		
14	**	Repl A/M CAPA Impact bar	FB5Z17757A	1	105.00	0.6	
15	**	Repl A/M RT Side support	FB5Z17E814A	1	10.00	0.1	
16		Repl License bracket rivet	W704342S300	4	24.00		
17		GRILLE					
18		Repl Grille POLICE INTERCEPTOR	FB5Z8200GB	1	444.37	Incl.	
19		Repl Mount panel	FB5Z8A284AA	1	94.03	0.2	
20		Repl Grille clip	W709367S439	5	22.50		
21		FRONT LAMPS					
22	**	Repl RECOND RT Headlamp housing w/prep pack to 04/03/2018	FB5Z13008AJ	1	243.00	Incl.	
23		Repl LT Headlamp housing w/prep pack to 04/03/2018	FB5Z13008AH	1	285.50	Incl.	
24		Aim headlamps				0.5	
25		Repl RT Support	FB5Z17C972A	1	32.02		
26		Repl LT Support	FB5Z17C973A	1	32.63		
27		RADIATOR SUPPORT					
28	**	Repl A/M CAPA Radiator support	FB5Z16138B	1	311.00	2.9	
29		Evacuate & recharge				m 1.4	M
30		Refrigerant recovery				m 0.4	M
31		Repl Air deflector	FB5Z8326D	1	80.68	0.2	
32		Repl Front deflector	FB5Z8326C	1	100.97	0.2	
33		Repl Lower deflector	FB5Z8310G	1	72.88	Incl.	
34		COOLING					
35		R&I Radiator w/o oil cooler				m 2.7	M
36		AIR CONDITIONER & HEATER					
37	*	R&I Condenser				m	Incl.
38		Deduct for Overlap					-0.7
39		HOOD					
40		Repl RT Hinge	BB5Z16796A	1	36.00	0.3	0.3
41		Add for Clear Coat					0.1

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

42		Repl	LT Hinge	BB5Z16797A	1	36.48		0.3	0.3
43			Add for Clear Coat						0.1
44		R&I	R&I hood assy					0.5	
45		FENDER							
46	*	Rpr	LT Fender					<u>2.0</u>	1.8
47			Overlap Major Non-Adj. Panel						-0.2
48			Add for Clear Coat						0.3
49		Repl	LT Apron/rail assy (HSS)	FB5Z16055A	1	663.87	s	36.7	2.2
50		Repl	RT Apron/rail assy (HSS)	FB5Z16054A	1	666.75	s	36.7	2.2
51			Overlap Major Non-Adj. Panel						-0.2
52	#		Remove & Install engine/ trans		1	2,500.00			
53		R&I	RT R&I fender assy					1.8	
54		R&I	LT R&I fender assy					1.8	
55		R&I	RT Fender liner					Incl.	
56		R&I	LT Fender liner					Incl.	
57	**	Repl	A/M CAPA RT Wheel flare	FB5Z16038AB	1	76.00		0.3	
58		Repl	RT Fender liner rivet	W706092S300	5	7.50			
59		Repl	LT Fender liner rivet	W706092S300	5	7.50			
60		R&I	LT Wheel flare					0.3	
61		VEHICLE DIAGNOSTICS							
62	*	Subl	Pre-repair scan		1	<u>119.95</u>	X m		
63	*	Rpr	Pre-repair scan				m	<u>0.5</u>	
64	*	Subl	Post-repair scan		1	<u>50.00</u>	X m		
65	*	Rpr	Post-repair scan				m	<u>0.5</u>	
66	#	Rpr	Pull Frame					3.0	F
67	#	Rpr	Setup & measure					2.0	
68	**	Repl	A/M Corrosion protection primer		1	10.00	T	0.5	
69	**	Repl	A/M Cover Car		1	10.00	T		
70	**	Repl	A/M Cavity Wax		1	12.00	T		
71	**	Repl	A/M Flex additive		1	12.00	T		
72	#	Subl	Hazardous waste removal		1	5.00	X		
SUBTOTALS						7,359.71		99.5	11.0

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			7,140.76
Body Labor	92.0 hrs @	\$ 58.00 /hr	5,336.00
Paint Labor	11.0 hrs @	\$ 58.00 /hr	638.00
Mechanical Labor	4.5 hrs @	\$ 80.00 /hr	360.00
Frame Labor	3.0 hrs @	\$ 68.00 /hr	204.00
Paint Supplies	11.0 hrs @	\$ 40.00 /hr	440.00
Miscellaneous			218.95
Subtotal			14,337.71
Grand Total			14,337.71

MyPriceLink Estimate ID / Quote ID:

798974785378852864 / 82518917

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE, KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING.

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 03/09/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone 8206 "J" STREET OMAHA NE 68127 (402) 553-0230	#FO1000723C A/M CAPA Bumper cover Quote: 819102953 Expires: 04/24/21	\$ 629.00
5	Keystone 8206 "J" STREET OMAHA NE 68127 (402) 553-0230	#FO1095261C A/M CAPA Lower cover Quote: 819103712 Expires: 04/24/21	\$ 215.00
6	Keystone-Complete-A-Omaha 8206 J STREET OMAHA NE 68127 (800) 642-1432 (402) 553-0230	#FO1036185C A/M CAPA Lower grille	\$ 70.00
7	Keystone 8206 "J" STREET OMAHA NE 68127 (402) 553-0230	#FO1039175 A/M RT Side trim w/o fog lamps Quote: 819104517 Expires: 04/24/21	\$ 85.00
8	Keystone 8206 "J" STREET OMAHA NE 68127 (402) 553-0230	#FO1095262C A/M CAPA Lower molding Quote: 819104861 Expires: 04/24/21	\$ 189.00
11	Keystone-Complete-A-Omaha 8206 J STREET OMAHA NE 68127 (800) 642-1432 (402) 553-0230	#FO1070195C A/M CAPA Absorber	\$ 86.00
14	Keystone 8206 "J" STREET OMAHA NE 68127 (402) 553-0230	#FO1006272C A/M CAPA Impact bar Quote: 819105779 Expires: 04/24/21	\$ 105.00
15	Keystone-Complete-A-Omaha 8206 J STREET OMAHA NE 68127 (800) 642-1432 (402) 553-0230	#FO1043146 A/M RT Side support	\$ 10.00
22	Keystone-Complete-A-Omaha	#FO2519132R	\$ 243.00

Preliminary Estimate

Customer: BELLEVUE POLICE DEPARTMENT

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

8206 J STREET
OMAHA NE 68127
(800) 642-1432
(402) 553-0230

RECOND RT Headlamp housing w/prep pack to 04/03/2018

28	Keystone	#FO1225261C	\$ 311.00
	8206 "J" STREET	A/M CAPA Radiator support	
	OMAHA NE 68127	Quote: 819113352	
	(402) 553-0230	Expires: 04/24/21	

57	Keystone	#FO1291130C	\$ 76.00
	8206 "J" STREET	A/M CAPA RT Wheel flare	
	OMAHA NE 68127	Quote: 819120917	
	(402) 553-0230	Expires: 04/24/21	

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 Estimate Version: 0
 Preliminary
 Profile ID: * aba
 Quote ID: 82527150

Auto Body Authority Inc.

9920 South 36th St., Bellevue, NE 68123
 (402) 293-8230
 Fax: (402) 293-8451
 Email: abactiet@yahoo.com

627

Damage Assessed By: Chuck Tietsort
 Classification: None

Deductible: UNKNOWN

Insured: BELLEVUE POLICE DEPT. CITY OF BELLEVUE
 Address: BELLEVUE, NB 68005

Mitchell Service: 911800

Description: 2018 Ford Explorer Police Intercepto
 Body Style: 4D Ut
 VIN: 1FM5K8AR7JGA83510
 Mileage: 39,733
 OEM/ALT: O
 Color: BLACK
 Options: 4WD OR AWD

Drive Train: 3.7L Inj 6 Cyl AWD
 License: 31912 NB

Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	933037	FRM	ADD'L OPR	Frame/Unibody Repair And Setup			5.0*
2	100726	BDY	OVERHAUL	Frnt Bumper Cover Assy			3.8 #
3	101684	BDY	REMOVE/REPLACE	Frnt Add w/Emergency Lamps			1.0*
4	100731	BDY	REMOVE/REPLACE	Frnt Bumper Cover	FB5Z 17D957 EB	715.33	INC #
5	AUTO	REF	REFINISH	Frnt Bumper Cover			C 2.8
6	100734	BDY	REMOVE/REPLACE	Frnt Bumper Rivet 4@0.88	* W702852 S300	3.52	INC
7	100735	BDY	REMOVE/REPLACE	R Frnt Bumper Reinforcement	FB5Z 17E814 A	12.30	1.0* #
8	AUTO	BDY	REMOVE/INSTALL	Frnt Bumper Cover			INC
9	100736	BDY	REMOVE/REPLACE	L Frnt Bumper Reinforcement	FB5Z 17E814 B	12.67	0.5* #
10	100737	BDY	REMOVE/REPLACE	Frnt Ctr Bumper Grille	FB5Z 17K945 AA	79.43	0.3* #
11	100738	BDY	REMOVE/REPLACE	R Frnt Bumper Grille	FB5Z 17B968 BA	117.72	0.3* #
12	100739	BDY	REMOVE/REPLACE	L Frnt Bumper Grille	FB5Z 17B968 DA	117.73	0.3* #
13	100742	BDY	REMOVE/REPLACE	Frnt Bumper Rivet 6@6.00	* W704342 S300	36.00	INC
14	100710	BDY	REMOVE/REPLACE	Frnt Bumper Valance Panel	FB5Z 17D957 AC	244.64	0.5* #
15	100711	BDY	REMOVE/REPLACE	Frnt Ctr Bumper Moulding	FB5Z 8419 APTM	215.10	INC #
16	AUTO	REF	REFINISH	Frnt Ctr Bumper Moulding			C 1.2
17	100712	BDY	REMOVE/REPLACE	R Frnt Bumper Moulding	FB5Z 17626 CA	34.78	0.2* #
18	101885	BDY	REMOVE/INSTALL	Frnt Bumper Wiring Harness	Existing		0.3* #
19	100715	BDY	REMOVE/INSTALL	Frnt Bumper Impact Absorber	Existing		0.2* #
20	100716	BDY	REMOVE/INSTALL	Frnt Bumper Reinforcement Bar	Existing		1.0* #
21	100740	BDY	REMOVE/REPLACE	Grille Assembly	FB5Z 8200 GB	444.37	0.4* #
22	100745	BDY	REMOVE/REPLACE	Upr Grille Reinforcement	FB5Z 8A284 AA	94.03	INC #
23	100746	BDY	REMOVE/REPLACE	Grille Clip 3@3.00	* W705436 S300	9.00	
24	101503	BDY	REMOVE/INSTALL	R Front Combination Lamp			INC #
25	101504	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3 #
26	931105	MCH	REPAIR	Four Wheel Alignment	Existing		1.5*

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 Quote ID: 82527150

Line	Code	Qty	Description	Part	Price	Unit	Notes
27	931100	BDY	REMOVE/INSTALL	R&I Necessary Parts As Needed	Existing		4.0*
28				REMOVE AND INSTALL ALL ADD ONS			
29	102072	BDY	REMOVE/REPLACE	R Frt Combination Lamp	JB5Z 13008 N	1,033.33	1.1 #
30	AUTO	BDY	CHECK/ADJUST	Headlamps			0.4
31	100171	BDY	REMOVE/REPLACE	R Frt Combination Lamp Support	FB5Z 17C972 A	32.02	INC #
32	101658	BDY	REMOVE/REPLACE	R Frt Emergency Lamp	FB5Z 15200 G	186.07	INC #
33	101659	BDY	REMOVE/REPLACE	R Frt Lamp Bulb	GB5Z 15A101 B	509.08	INC #
34	100769	BDY	REMOVE/REPLACE	Frnt Emergency Lamp	DB5Z 15442 B	384.15	0.8 #
35	100806	BDY	REMOVE/INSTALL	Hood Assy			0.6*
36	100816	BDY	REMOVE/REPLACE	R Hood Hinge	BB5Z 16796 A	36.00	0.3 #
37	AUTO	REF	REFINISH	R Hinge			C 0.5
38	100817	BDY	REMOVE/REPLACE	L Hood Hinge	BB5Z 16797 A	36.48	0.3 #
39	AUTO	REF	REFINISH	L Hinge			C 0.5
40	100788	BDY	REMOVE/INSTALL	Radiator			2.4 #
41	AUTO	BDY	REMOVE/REPLACE	Vacuum-Fill & Bleed Cooling System			0.6
42	100791	BDY	REMOVE/INSTALL	Cooling Fan Module	Existing		0.5 #r
43	100792	BDY	REMOVE/INSTALL	Cooling Fluid Reservoir	Existing		0.6 r
44	100015	MCH	REMOVE/INSTALL	Cooler Hose -M	Existing		1.3 #r
45	100013	MCH	REMOVE/INSTALL	Condenser/Trans Cooler -M			1.0 #
46	100014	MCH	REMOVE/REPLACE	Evacuate & Recharge A/C -M			1.4
47	100057	BDY	REMOVE/REPLACE	R Stripe Tape Body Side Decal	New	0.00 *	#
48	100058	BDY	REMOVE/REPLACE	L Stripe Tape Body Side Decal	New	0.00 *	#
49	900500	BDY *	REMOVE/REPLACE	FRONT PUSH BAR	New	500.00 *	2.0*
50	100075	BDY	REMOVE/INSTALL	R Fender Assy			3.0* #
51	100076	BDY	REMOVE/INSTALL	L Fender Assy			3.0* #
52	100077	BDY	REPAIR	R Fender Panel	Existing		2.0* #
53	AUTO	REF	REFINISH	R Fender Outside			C 2.0
54	101669	BDY	REMOVE/INSTALL	R Fender Liner	Existing		0.4*
55	100089	BDY	REMOVE/INSTALL	L Fender Wheel Opening Mldg			0.4* #
56	100090	BDY	REMOVE/REPLACE	R Fender Wheel Opening Mldg	FB5Z 16038 AB	89.50	0.4* #
57	100108	BDY	REMOVE/INSTALL	Frnt Body Radiator Support (Com)	Existing		3.2 #r
58	AUTO	MCH	REMOVE/REPLACE	Add To Disconnect & Connect A/C Lines -M			0.3
59	101916	BDY	REMOVE/INSTALL	Upr Frt Body Seal	Existing		r
60	100111	BDY	REMOVE/INSTALL	Frnt Body Air Deflector	Existing		INC r
61	100119	BDY	REMOVE/INSTALL	Frnt Lwr Frt Body Air Deflector	Existing		INC r
62	100120	BDY	REMOVE/INSTALL	Rear Lwr Frt Body Air Deflector	Existing		INC r
63	101882	BDY	REMOVE/REPLACE	R Drill Mounting Holes			1.0 #
64	101883	BDY	REMOVE/REPLACE	L Drill Mounting Holes			1.0 #
65	100696	MCH	REMOVE/REPLACE	R Add To R&I/R&R Front Air Bag Sensors-M			0.3
66	100697	MCH	REMOVE/REPLACE	L Add To R&I/R&R Front Air Bag Sensors-M			0.3
67	931127	MCH	ADD'L LABOR OP	Pre Repair Scan	Existing		1.0*
68	931128	MCH	ADD'L LABOR OP	Post Repair Scan	Existing		1.0*
69	100114	BDY	REPAIR	R Frt Body Apron Reinf (HSS) -S	Existing		4.0*
70	100115	BDY	REPAIR	L Frt Body Apron Reinf (HSS) -S	Existing		4.0*
71	100109	BDY	REPAIR	R Frt Body Upper Apron Reinf (HSS) -S	Existing		4.0* #
72	100110	BDY	REPAIR	L Frt Body Upper Apron Reinf (HSS) -S	Existing		4.0* #
73	100121	BDY	REMOVE/INSTALL	Frnt Body Cross Brace (HSS)	Existing		0.5 r
74	100122	BDY	REMOVE/REPLACE	R Frt Body Front Apron Panel (HSS/UHSS)	FB5Z 16054 A	666.75	20.0 #
75	AUTO	REF	REFINISH	R Apron Assembly Complete			2.5
76	100123	BDY	REMOVE/REPLACE	L Frt Body Front Apron Panel (HSS/UHSS)	FB5Z 16055 A	663.87	20.0 #
77	AUTO	REF	REFINISH	L Apron Assembly Complete			2.5
78	100851	MCH	REMOVE/INSTALL	Sub-Frame Assy -M	Existing		7.2 #r
79	101921	MCH	REMOVE/INSTALL	Engine Wiring Harness -M	Existing		2.0*
80	100852	MCH	REMOVE/REPLACE	Wiring Harness -M	ORDER FROM DEALER	136.00	1.0*
81	100144	MCH	REMOVE/INSTALL	Module -M	Existing		0.4 r
82	100853	MCH	REMOVE/INSTALL	L Security Horn -M	Existing		0.3 r

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 Profile ID: * aba
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83	100857	MCH	REMOVE/REPLACE	Disable & Enable Air Bag System	-M		1.0*
84	101420	MCH	REMOVE/REPLACE	Bleed ABS System	-M		1.0
85	101421	MCH	REMOVE/INSTALL	ABS Hydraulic Unit	-M	Existing	2.1 r
86	101422	MCH	REMOVE/INSTALL	ABS Control Unit	-M	Existing	1.0 r
87	100984	MCH	REMOVE/INSTALL	R Front Suspension One Side	-M		2.4
88	100985	MCH	REMOVE/INSTALL	L Front Suspension One Side	-M		2.4
89	100001	MCH	REMOVE/INSTALL	Engine/Trans & Sub-Frame	-M		20.0*
90	101174	BDY	REMOVE/INSTALL	Frnt Skid Plate		Existing	0.3 r
91	101190	BDY	REMOVE/INSTALL	Air Cleaner Assy			0.5
92	101216	MCH	REMOVE/INSTALL	Intercooler Air Cooler	-M	Existing	1.0*#
93	100385	MCH	REMOVE/INSTALL	Exhaust System	-M		3.0*#
94	100414	BDY	REMOVE/INSTALL	Battery		Existing	0.3 r
95	100310	BDY	REMOVE/INSTALL	R Rocker Moulding			0.5
96	100311	BDY	REMOVE/INSTALL	L Rocker Moulding			0.5
97	100314	BDY	REMOVE/REPLACE	R Rocker Rivet 2@2.50		* W710250 S300	5.00
98	100315	BDY	REMOVE/REPLACE	L Rocker Rivet 2@2.50		* W710250 S300	5.00
99	936014		ADD'L COST	Flex Additive			3.00 *
100	936016		ADD'L COST	Weld Thru Primer			10.00 *
101	936019		ADD'L COST	Caulking Materials			15.00 *
102	933030	FRM	ADD'L OPR	Pull For Sway			1.0*
103	AUTO	REF	ADD'L OPR	Clear Coat			2.0
104	933005	BDY	ADD'L OPR	Restore Corrosion Protection			15.00 *
105	933009	BDY	ADD'L OPR	Drill And Install Ornamentation			0.00 * 2.0*
106	933023	MCH	ADD'L OPR	Disconnect/Reconnect Computer(s)			
107	933040	MCH	ADD'L OPR	Program Computer Modules			
108	AUTO		ADD'L COST	Paint/Materials			560.00 *
109	AUTO		ADD'L COST	Hazardous Waste Disposal			5.00 *

* - Judgment Item

- Labor Note Applies

C - Included in Clear Coat Calc

r - CEG R&R Time Used For This Labor Operation

Remarks

ESTIMATE WRITTEN AS SEEN
 EMBLEMS IF NEEDED ARE SUPPLEMENTS
 VEHICLE WILL NEED TO BE TORN DOWN FOR SUPPLEMENTS ON ESTIMATE
 EMERGENCY WIRING/LIGHTS/EQUIPMENT/ETC FOR SUPPLEMENTS AS SEEN

COMPROMISE ON FRAME SEEN ON ONE SIDE OTHER SIDE WOULD LIKELY BE THE SAME
 FRONT OF VEHICLE WOULD BE COMPLETELY TORN DOWN FROM COWL OF WINDSHIELD
 MOTOR/TRANS/SUB FRAME/WIRING/ETC FOR REPAIRS (((MANUFACTURE DOES NOT RECOMMEND REPAIRS FOR FRAME REPAIR SECTIONING WELDING))))

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Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	98.7	60.00	15.00	0.00	5,937.00	Taxable Parts	6,419.87
Refinish	14.0	60.00	0.00	0.00	840.00		
Frame	6.0	90.00	0.00	0.00	540.00		
Mechanical	52.9	100.00	0.00	0.00	5,290.00	Total Replacement Parts Amount	6,419.87
Non-Taxable Labor					12,607.00		
Labor Summary	171.6				12,607.00		
					<u>Amount</u>	IV. Adjustments	<u>Amount</u>
III. Additional Costs					573.00	Customer Responsibility	0.00
Taxable Costs					20.00		
Non-Taxable Costs					593.00		
Total Additional Costs							
Paint Material Method: Rates							
Init Rate = 40.00 , Init Max Hours = 99.9, Addl Rate = 0.00							
					I. Total Labor:		12,607.00
					II. Total Replacement Parts:		6,419.87
					III. Total Additional Costs:		593.00
					Gross Total:		19,619.87
					IV. Total Adjustments:		0.00
					Net Total:		19,619.87

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact
 12 Front Center (P)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
04/06/2021

COUNCIL MEETING DATE: 03/30/2021		SUBMITTED BY: Capt. Tim Melvin BPD	
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 purchase of QueTel Disposition Module and hand-held scanner

SYNOPSIS/BACKGROUND:

The disposition module will allow our Property and Evidence Division to do paperless evidence requests, dispositions and disposals in the Quetel System. It would streamline the evidence auditing process. The scanner would work in conjunction with the new module and also allow for paperless transfers and audits.

FISCAL IMPACT: \$9381.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 6262 ACCOUNT NUMBER:

RECOMMENDATION:

Approved purchase of Quetel Disposition Module and scanner.

ATTACHMENTS:

1. Quote from Quetel	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblin
[Signature]
[Signature]



Omnigo Software, LLC
 10430 Baur Blvd.
 Saint Louis, MO 63132 US
 www.Omnigo.com
 Phone: (800) 814-4843

Prepared By:
Preparer Email:
Quote Number:
Created Date:
Offer Valid Through:
Subscription Term (Months):
Subscription Start Date:

Michael Porter
 michael.porter@omnigo.com
 Q-19218-1
 3/23/2021 10:33 AM
 4/22/2021
 12

Bill To
 Bellevue Police Department (NE)
 Joe Milos *
 joe.milos@bellevue.net
 1510 Wall Street
 Bellevue, NE 68005
 United States

Ship To
 Bellevue Police Department (NE)
 Joe Milos *
 joe.milos@bellevue.net
 1510 Wall Street
 Bellevue, NE 68005
 United States

PRODUCT	DESCRIPTION	QTY	TOTAL LIST PRICE*	TOTAL SALE PRICE*
Custom Software Product	Disposition Module - One-time cost	1.0	\$8,000.00	\$7,200.00
Panasonic Barcode Scanner	Panasonic FZ-N1 Toughbook Android Scanner - includes charging cradle and power cord	1.0	\$2,181.00	\$2,181.00
			\$10,181.00	\$9,381.00

*Total price and grand total shown is first year of subscription, plus any one-time services.

Signature: _____ **Signature Date:** _____
Name (Print): _____ **Title:** _____
Is a PO required for purchase? _____ **PO Number, if issued:** _____

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term.

This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
04/06/2021

COUNCIL MEETING DATE: 03/30/2021	SUBMITTED BY: Director Elbert	Supervisor Bockman (Code Enforcement)
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:

Motorola Solutions (WatchGuard) cameras, accessories, storage, and software for code enforcement inspectors.

SYNOPSIS/BACKGROUND:

Bellevue Code Enforcement inspectors are currently using body cameras, accessories, video storage, and hosting services on the police budget. This agenda item is to establish the same, or a similar procurement of cameras, accessories, storage, and services under the code enforcement budget.

FISCAL IMPACT: \$17,663.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Equipment purchase, software license, and digital storage fees.

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CIP PO 21-41999 ACCOUNT NUMBER: 6436

RECOMMENDATION:

Recommend approval of the WatchGuard (Motorola Solutions) video equipment, accessories, software, and storage services not to exceed \$17,663.00.

ATTACHMENTS:

- Quotation
- Equipment Purchase & Software Lic
- Master Customer Agreement
- Cloud Addendum Evidencelibrary
- Subscription Software Addendum
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Quote For:

Bellevue Code Enforcement

Attn: Joey Bockman

Reference:

3 Years (5) V300 w ELC

Quote By:

WatchGuard Video

Matthew Warren

Date: 02-18-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661



Prepared For:
Bellevue Code Enforcement - Attention: Joey Bockman
3 Years (5) V300 w ELC

QUOTATION - WMW-0079-01

DATE: 02-18-21

V300 Cameras and Accessories

Deliverables / Materials / Services	Qty	Rate	Amount
V300, WiFi/Bluetooth Wearable Camera, with Molle Loop Mount BW-V30-30-- V300, WiFi/Bluetooth Wearable Camera Molle Loop Mount	5	\$995.00	\$4,975.00
V300 Transfer Station II with Power Supply and Cables. BW-ACK-V3-TS V300 Transfer Station II TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB includes kit with Power Supply and Cables.	1	\$1,495.00	\$1,495.00
V300 Base Assembly, USB Desktop Dock WGA00640-KIT1	5	\$95.00	\$475.00
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh WGP02614	2	\$99.00	\$198.00
Subtotal Price			\$7,143.00

No Fault Hardware Warranties

Deliverables / Materials / Services	Qty	Rate	Amount
Warranty, V300 3 Year, No-Fault WGW00300-003	5	\$450.00	\$2,250.00
Subtotal Price			\$2,250.00

EvidenceLibrary.com Software and Support

Deliverables / Materials / Services	Qty	Rate	Amount
Year 1 EvidenceLibrary.com, Software and Hosting, Unlimited Assigned, Annually per device WGC01001	5	\$495.00	\$2,475.00
Year 2 EvidenceLibrary.com, Software and Hosting, Unlimited Assigned, Annually per device WGC01001	5	\$495.00	\$2,475.00
Year 3 EvidenceLibrary.com, Software and Hosting, Unlimited Assigned, Annually per device WGC01001	5	\$495.00	\$2,475.00

Subtotal Price \$7,425.00

Remote Deployment and Training

Deliverables / Materials / Services	Qty	Rate	Amount
Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation WGW00122-410	1	\$750.00	\$750.00

Subtotal Price \$750.00

Shipping and Handling

Deliverables / Materials / Services	Qty	Rate	Amount
Shipping/Handling and Processing Charges Freight	1	\$95.00	\$95.00

Subtotal Price \$95.00

Total Price \$17,663.00

Notes:

1. Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.

Quoted by:

Matthew Warren - Inside Sales Representative - 469-525-8666 - matthew.warren@motorolasolutions.com

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. WatchGuard will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by WatchGuard. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title will pass to Customer, upon shipment by WatchGuard in accordance with Ex Works, WatchGuard’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by WatchGuard, and (b) the date WatchGuard otherwise makes the Software available for download by Customer. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while WatchGuard will make reasonable efforts to ship Products by any such estimated shipping date, WatchGuard will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by WatchGuard or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of WatchGuard; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with WatchGuard; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by WatchGuard in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to WatchGuard of the

temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to WatchGuard at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from WatchGuard and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – WatchGuard Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all WatchGuard obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with WatchGuard, governing such Services. Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or WatchGuard terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then WatchGuard will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies WatchGuard may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices

are issued after shipment of Equipment or upon WatchGuard's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. WatchGuard will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. WatchGuard Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of WatchGuard-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such WatchGuard-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, WatchGuard will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of WatchGuard-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the WatchGuard-developed Licensed Software (as determined by WatchGuard). The warranty set forth in subsection (c) will be referred to as the "**WatchGuard Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the WatchGuard Licensed Software Warranty, WatchGuard will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if WatchGuard does not remedy such material defect within a reasonable time, then at WatchGuard's sole option, WatchGuard will either replace the defective Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the WatchGuard Licensed Software Warranty applies only to the most current version of the Licensed Software issued by WatchGuard, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the WatchGuard Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN WATCHGUARD; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this EPSLA as of [redacted] (the "EPSLA Date").¹

WatchGuard Video, Inc.

Customer: [redacted]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

¹ NTD: Signature blocks can be removed if this EPSLA is attached to the MCA when the MCA is executed.

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below (“**Customer**”). WatchGuard and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope: Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from WatchGuard. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by WatchGuard and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by WatchGuard in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. WatchGuard will (a) sell hardware provided by WatchGuard (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by WatchGuard for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by WatchGuard on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), WatchGuard may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. WatchGuard will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, WatchGuard will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the

applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon WatchGuard’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, WatchGuard makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes WatchGuard from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to WatchGuard in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for WatchGuard to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, WatchGuard may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, WatchGuard’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by WatchGuard, and unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. WatchGuard Tools and Equipment. As part of delivering the Products and Services, WatchGuard may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of WatchGuard, unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for WatchGuard's use without charge and may be removed from Customer's premises by WatchGuard at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to WatchGuard all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. WatchGuard may terminate or suspend any Products or Services under an Ordering Document if WatchGuard determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by WatchGuard and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "Fees") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by WatchGuard at any time, except that WatchGuard will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse WatchGuard for these or other expenses incurred by WatchGuard in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within forty-five (45)

days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-WatchGuard Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for WatchGuard to perform its obligations hereunder, and for facilitating WatchGuard's access to the Sites. No waivers of liability will be imposed on WatchGuard or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. WatchGuard will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-WatchGuard Content**. If WatchGuard or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by WatchGuard may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-WatchGuard Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by WatchGuard (collectively, “**Non-WatchGuard Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-WatchGuard Content in connection with the Products and Services. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Products and Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data (as defined below in Section ___ below), Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Products and Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard’s policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Products or Services, WatchGuard, WatchGuard’s systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WatchGuard Warranties. Subject to the disclaimers and exclusions below, WatchGuard represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. WatchGuard provides other express warranties for WatchGuard-manufactured Equipment, WatchGuard-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify WatchGuard in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, WatchGuard will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for WatchGuard's breach of a warranty. WatchGuard's warranties are extended by WatchGuard to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, WatchGuard will have no liability for third-party software or hardware provided by WatchGuard; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, WatchGuard will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND WATCHGUARD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. WATCHGUARD DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. WatchGuard will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by WatchGuard's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. WatchGuard's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. WatchGuard will defend Customer against any third-party claim alleging that a WatchGuard-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and WatchGuard will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by WatchGuard in settlement of an Infringement Claim. WatchGuard's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Infringement Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with

WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in WatchGuard's opinion is likely to occur, WatchGuard may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, WatchGuard will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-WatchGuard Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by WatchGuard; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than WatchGuard; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will WatchGuard's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by WatchGuard from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and WatchGuard's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold WatchGuard and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to WatchGuard by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by WatchGuard's use of Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content in violation of the Agreement. WatchGuard will give Customer prompt, written notice of

any claim subject to the foregoing indemnity. WatchGuard will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, WATCHGUARD, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**WATCHGUARD PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER WATCHGUARD'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF WATCHGUARD HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE WATCHGUARD PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE WATCHGUARD PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WATCHGUARD WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to WatchGuard, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser’s written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient’s standard backup or recordkeeping procedures, provided, however that Recipient will remain

subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by WatchGuard’s support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data; “**Third-Party Data**” means information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**WatchGuard Data**” means data owned or licensed by WatchGuard; “**Feedback**” means comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. WatchGuard Materials. Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, “**WatchGuard Materials**”). The Products and Services, WatchGuard Data, Third-Party Data, and Documentation, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute,

sublicense, sell, or export the Products and Services or other WatchGuard Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and WatchGuard is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. WatchGuard Use of Customer Data. To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer's instructions, including appointment of WatchGuard as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with WatchGuard's Products and Services), and WatchGuard's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, WatchGuard will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering

Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to **Section 13.9 – Notices**. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and WatchGuard Data. WatchGuard Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of the Agreement to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Products and Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents

and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. WatchGuard's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate WatchGuard for its out-of-pocket costs incurred due to the delay (including those incurred by WatchGuard's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Nebraska, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in

person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Sarpy County, Nebraska, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to WatchGuard’s intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products and Services. WatchGuard may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. WatchGuard will have the right to monitor and audit use of the Products, which may also include access by WatchGuard to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. WatchGuard or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. WatchGuard may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be

modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or

modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

WatchGuard Video, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**CLOUD ADDENDUM
EVIDENCELIBRARY.COM (“ELC”)**

The following Cloud Addendum (the “**Addendum**”) is being provided as an Addendum and becomes a part of the Subscription Software Agreement, or if applicable Subscription Software Addendum (“**Agreement**”) for ELC services (the “**Services**”) and sets forth the cloud terms relating to Customer’s use of the Services thereunder.

If any term in this Addendum conflicts with a term in the main body of the Agreement, this Addendum will govern.

1. DATA STORAGE. WatchGuard will determine, in its sole discretion, the location of the stored content for the Services, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. ELC will leverage different types of storage to optimize the Services, as determined in WatchGuard’s sole discretion. For multimedia data, such as videos, pictures, audio files, WatchGuard will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by WatchGuard will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

3. API SUPPORT. WatchGuard will use commercially reasonable efforts to maintain the Application Programming Interface (“API”) offered as part of the Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, WatchGuard will provide reasonable advance notification to Customer. If an API presents a security risk to the Services or the, WatchGuard will discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond WatchGuard’s control that may impact WatchGuard’s ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, WatchGuard will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification

2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE

Scheduled maintenance of the Services will be performed periodically. WatchGuard will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Provider will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

6 Wi-Fi Network Requirements

6.1 If any of the below items apply, additional deployment services fees may apply; any such additional deployment services fees will be detailed in a corresponding Ordering Document agreed to by the Parties:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

6.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

Subscription Software Addendum

This Subscription Software Addendum (this “SSA”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of

Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with WatchGuard; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the

“**Initial Subscription Period**”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription WatchGuard, WatchGuard’s Software, systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an

Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. WatchGuard will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. WatchGuard as a Controller or Joint Controller. In all instances where WatchGuard acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as may be updated from time to time. WatchGuard holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where WatchGuard is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this SSA as of [redacted] (the “SSA Date”).¹

WatchGuard Video, Inc.

Customer: [redacted]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

¹ **NTD:** Signature blocks can be removed if this SSA is attached to the MCA when the MCA is executed.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: Doug Clark, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LICQUOR 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:

Fleet Maintenance Vehicle Purchase

SYNOPSIS/BACKGROUND:

After inspection for annual certification, replacement of FLT13, a 1994 Ford L8000 single axle crane truck, is needed due to safety concerns found. FLT13 will be replaced with a current model year Freightliner M2 106 crane truck. This essential vehicle will be used by Fleet Maintenance and the Fabrication Department. Aspen Equipment provided the lowest quoted price for the replacement vehicle.

FISCAL IMPACT: \$136,167.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: 16 ACCOUNT NUMBER: 7110

RECOMMENDATION:

Request approval to purchase a current model year Freightliner M2 106 crane truck from Aspen Equipment Co. in the amount of \$136,167.00 per Quote Number: City of Bellevue-98-PAL-44244-09-56-v1.

ATTACHMENTS:

- Aspen Equipment Quote
- Fleet Superintendent Memorandum
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Rollins




OMAHA BRANCH LOCATION: 11475 South 153rd St., Omaha, Ne 68138 - Phone: (402) 894-9300 Fax: (402) 894-9302 Website: www.aspenequipment.com

Cust Name: City Of Bellevue
 Contact:
 Phone: 402-293-3006
 Fax: 402-293-3077
 Dealership:
 Contact:

Quote Number:
 CITY OF BELLEVUE-98-PAL-44244-09-56-v1

Quote Date: 2/17/2021

E-Mail: todd.jarosz@bellevue.net

Aspen Equipment is pleased to offer the following quotation for your consideration

Qty	Part/Spec Number	Description	Price
1	PK 12.501 SLD 5	PALFINGER PK 12.501 SLD 5 Performance Hydraulic Loader Maximum lifting moment 11.4 mt (82,160 ft-lbs). Boom length 19' 0" (5.8m) via 1-hydraulic extension. Classification HC1 HD4/S2 in EN12999 (non-CE). Paltronic Overload Protection. Single linkage at outer boom. 4-function Danfoss control valve prepared for fixed pump. Radio remote control with Paltronic display on handset, prepared for 6-functions. Manually activated HPLS. Rotation 400 degrees. Outriggers manually extendable to 16' 0" (R2). Fixed hydraulic stabilizers (STZS3). Dual operator control stations. Bubble level at both outrigger control stations. Load holding valves on main, outer and extension boom cylinders (LHV13). Return oil utilization. Without oil tank. High pressure filter installed. 5.4 metric ton (11,900 lbs) capacity load hook. Hour counter with service intervals. 12VDC power. RAL3020 "Traffic Red" Recommended Pump Capacity: 9.2 to 13.2 GPM	\$60,925.00
1	BRI-4B	4-Bolt COATED mounting hardware kit. In lieu of standard 8 bolt kit.	
1	LHV18	Load Holding Valve - Slewing	
1	KT065	Oil Tank - Mounted	
1	B	3 section hydraulic boom extension to 32'6" (9.9m) 12.501 SLD 5	
1	RC001	SCANRECO Radio Remote Control Scanreco P2 with Paltronic 50 display on handset, 6-linear control levers (LINEA) on handset. Joystick control available upon request. Receiver with 2 digit system status, 10 m (32'9") remote control cable back-up, battery charger, 2 batteries, hip belt, neck strap, emergency-stop. Note that no cross-rods for second ground control station are possible. No additional valve sections included. The following functions are wired to the crane terminal box: Engine Start/Stop (MOT01/MOT02), RPM Up/Down (GAS01), OLP, 1 free function (Frei01).	
1	R2X	Hydraulically extendable outriggers with a spread of 18' 4". ILO Std	
1	BOC Crane Installation	Mount, wire, plumb and stability test and certify Palfinger crane back of cab	
1	Radio Remote Installation	Install for unit with Radio Remotes	
1	2 Speed + Start Stop	Wire chassis 2 speed+Start Stop(Crane remote & chassis must be compatible)	
1	Crane Riser	Tube type crane riser for outrigger clearance or frame RBM issues	
1	Crane Subframe Sm	Tube construction, ladder type crane subframe up to 8' L, shear plate mounting	
1	Crane Inspection	Annual crane inspection with certification label	
1	EP1432	SAE piston pump v Rot. fixed displacement 10 gpm/1000 rpm, 5075 psi	
1	EA1843-45	1.5" Hose Bib, 45 degree for PARKER Voac F1 & F2 pumps (Suc Fitting)	
1	EA 934	Adapter. 1" BSPP Male x 3/4" JIC Male (Pressure Port Adapter)	
1	Hotshift PTO	Hotshift PTO for Automatic Transmission	

Continued On Next Page

Submitted by,

David Phillips
 402-578-8340

- F.O.B.: Omaha, NE (Unless otherwise specified)
- Equipment Specifications subject to change
- Quote valid for 30 days from date of quotation

* Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. **Mfg's Surcharges may be added to this quotation.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (i.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT. Due to evolving designs, Aspen Equipment can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment will make every reasonable effort to ensure that installations are completed without additional charges to the customer.



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 Fax: (952)656-7157 Website: www.aspenequipment.com

Cust Name: City Of Bellevue Quote Number: Quote Date: 2/17/2021
Contact: CITY OF BELLEVUE-98-PAL-44244-09-56-v1
Phone: 402-293-3006
Fax: 402-293-3077
Dealership:
Contact:

Aspen Equipment is pleased to offer the following quotation for your consideration

Table with 4 columns: Qty, Part/Spec Number, Description, Price. Includes items like Mudflap, Backup Alarm, and Freightliner M2-106.

Tax Note: Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice

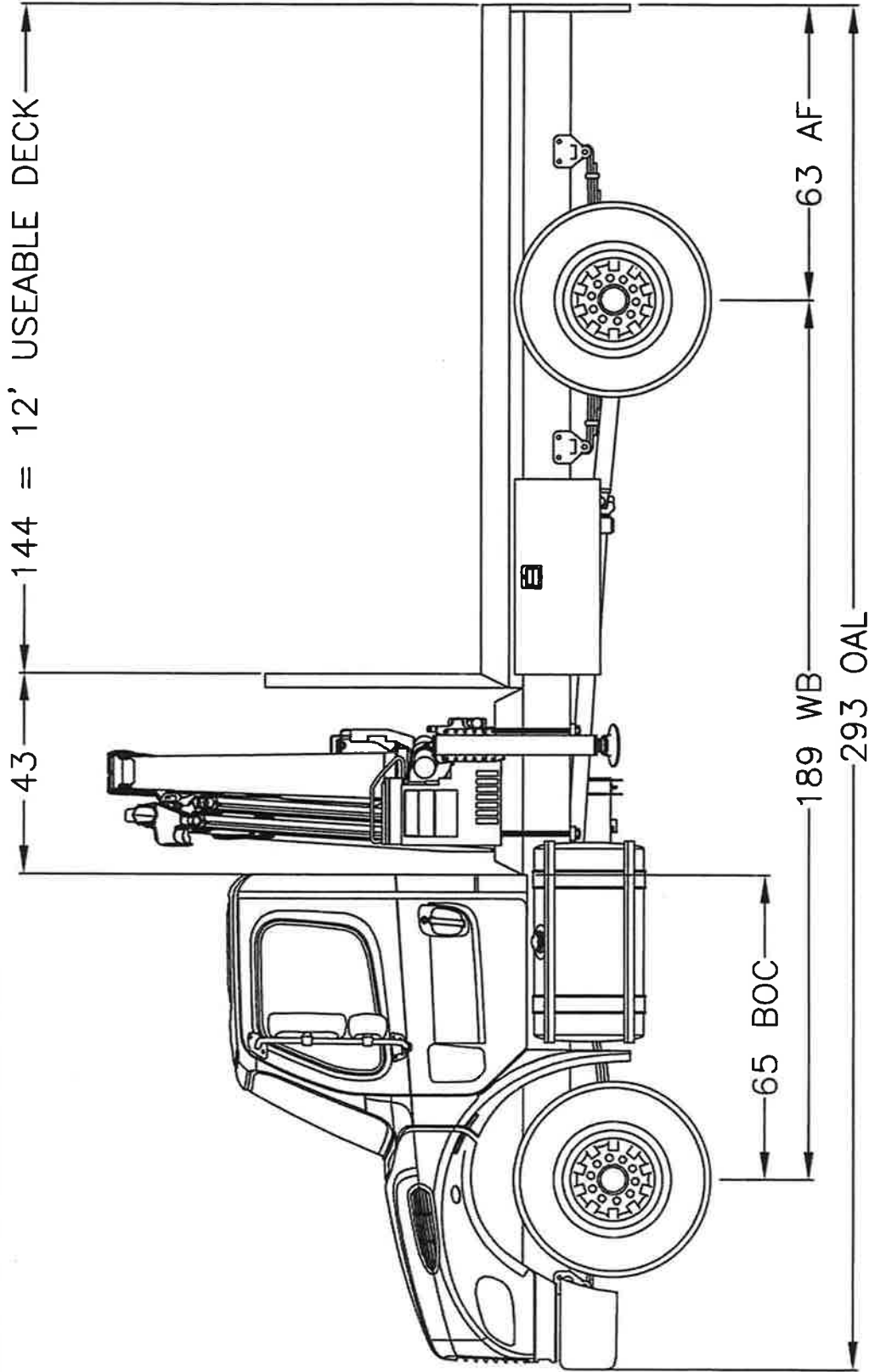
Summary table with 2 columns: Description, Amount. Includes Quote Sub Total (\$136,167.00), Estimated Sales Tax (\$0.00), and Total (\$136,167.00).

- F.O.B.: Omaha, NE (Unless otherwise specified)
Equipment Specifications subject to change
Quote valid for 30 days from date of quotation

* Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. **Mfg's Surcharges may be added to this quotation.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (i.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT. Due to evolving designs, Aspen Equipment can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

CRANE: PK 12.501 SLD 5 B
 CONFIG.: FL R2X STZS3 TL140
 ADD.SUPP.: -
 TRUCK: FREIGHTLINER M2-106



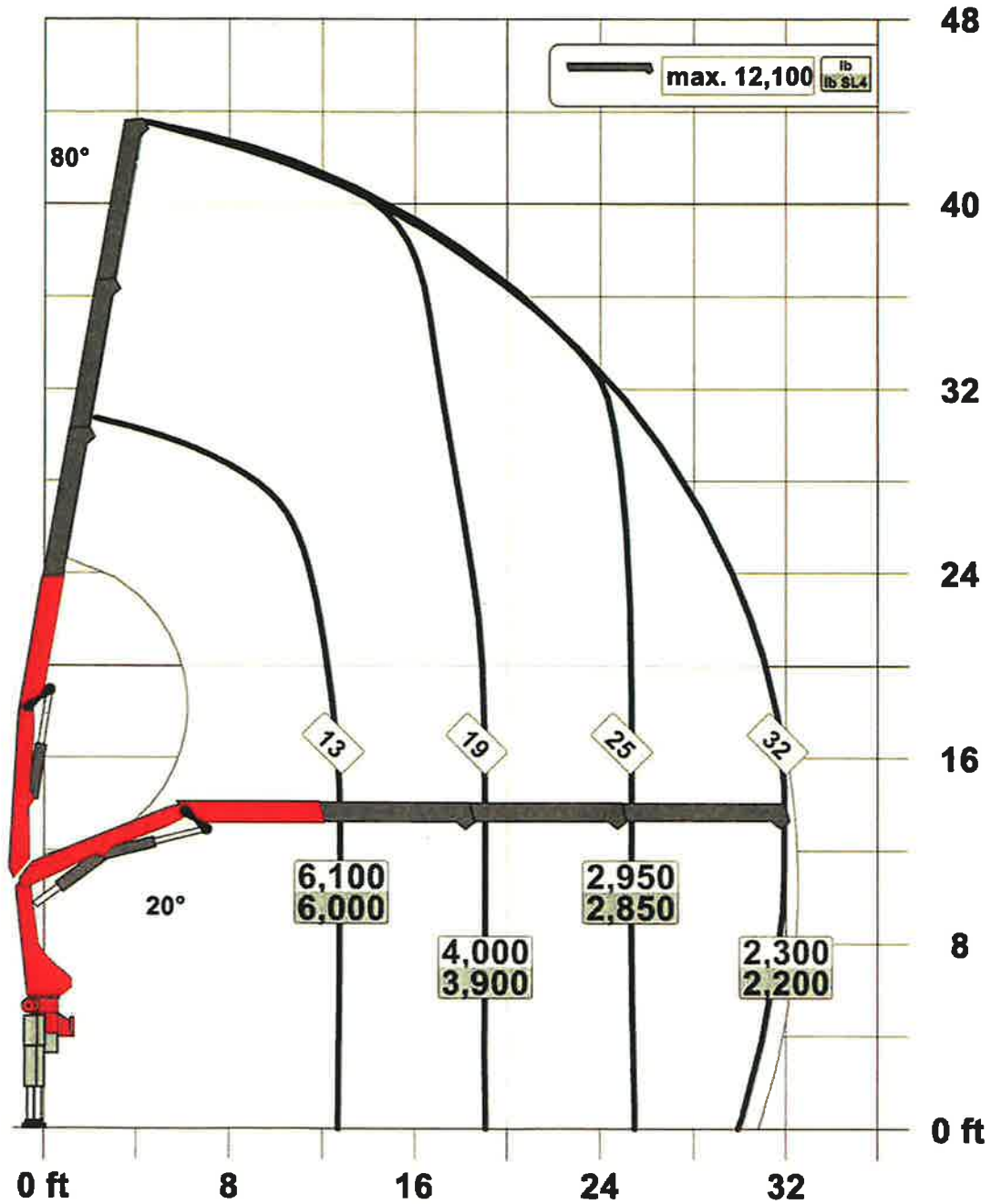
PRELIMINARY SKETCH

VERSION CONTROL		DATE:
VER. CHANGE		01 MAR 2021
1 ISSUE		
2		
3		

PRELIMINARY SKETCH ONLY.
 SEE COVER LETTER/EMAIL FOR
 PRELIMINARY WEIGHT DISTRIBUTION AND
 STABILITY RESULTS.
 ALL INFORMATION PROPERTY OF PALFINGER.

DATE: 01 MAR 2021
 DRAWN BY: M.P.
 PROJECT / DWG NO: 11526G
 SHEET: 1 OF 1

Subject to change, production tolerances have to be taken into account.
Symbolic crane figure



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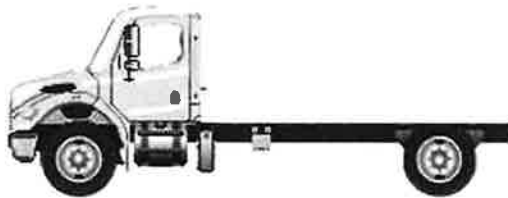
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A proposal for
ASPEN EQUIPMENT CO

Prepared by
Truck Center Companies
Terry Novotny

Feb 26, 2021

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-24M	M2 PRL-24M (EFF:01/19/21)		
Data Version			
DRL-006	SPECPRO21 DATA RELEASE VER 006		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-222	2022 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 33000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs		
Truck Service			



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Data Code	Description	Weight Front	Weight Rear
AA3-030	FLATBED/PLATFORM BODY WITH LIFT/PULL DEVICE/CRANE		
AF3-1J1	ASPEN EQUIPMENT		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	640	30
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES	40	20
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		



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Data Code	Description	Weight Front	Weight Rear
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-004	LH FORWARD FACE OF DIESEL EXHAUST FLUID TANK 48 TO 52 INCHES BACK OF CAB		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		



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Data Code	Description	Weight Front	Weight Rear
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-027	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT END OF FRAME		



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Data Code	Description	Weight Front	Weight Rear
34C-003	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED END OF FRAME		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		

Rear Axle and Equipment

420-009	RS-21-160 21,000# R-SERIES SINGLE REAR AXLE		180
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Data Code	Description	Weight Front	Weight Rear
421-456	4.56 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		



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Data Code	Description	Weight Front	Weight Rear
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		

Trailer Connections

335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

545-480	4800MM (189 INCH) WHEELBASE
546-099	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6MM/0.281X10.06 INCH) 120KSI
552-030	1600MM (63 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 123.43 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.43 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 281.36
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 70.08 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 109.58 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 117.45 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS

Fuel Tanks



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Data Code	Description	Weight Front	Weight Rear
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH	20	5
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1V4	CONTINENTAL HSR2 11R22.5 14 PLY RADIAL FRONT TIRES	16	
094-1RB	CONTINENTAL HDL2 11R22.5 14 PLY RADIAL REAR TIRES		44
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		



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Data Code	Description	Weight Front	Weight Rear
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-076	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LIGHTS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AM	OPAL GRAY CLOTH INTERIOR
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
772-006	BLACK MATS WITH SINGLE INSULATION



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Data Code	Description	Weight Front	Weight Rear
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER		
691-014	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-007	GRAY/CHARCOAL WING DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-002	STANDARD PLUMBING WITH BALL SHUTOFF VALVES AND INSULATED LINES		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-101	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	70	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
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Data Code	Description	Weight Front	Weight Rear
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		



Prepared for:
 David Phillips
 ASPEN EQUIPMENT CO
 10922 Sapp Brothers Drive
 Omaha, NE 68138-4810
 Phone: 402-255-7739

Prepared by:
 Terry Novotny
 Truck Center Companies
 14321 CORNHUSKER RD
 OMAHA, NE 68138
 Phone:

Data Code	Description	Weight Front	Weight Rear
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.43 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 117.45 in		

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6882 lbs	4009 lbs	10891 lbs
Total Weight⁺	6882 lbs	4009 lbs	10891 lbs

(+) Weights shown are estimates only.



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If weight is critical, contact Customer Application Engineering.

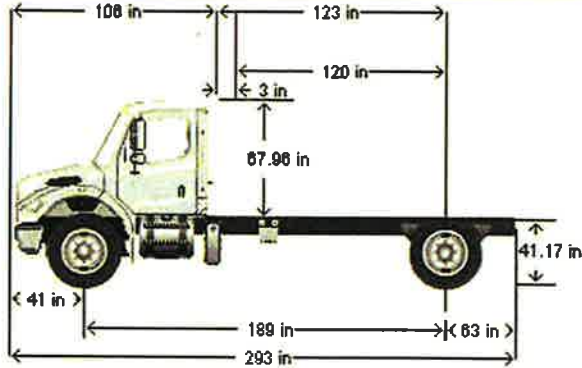
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	4800MM (189 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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 OMAHA, NE 68138
 Phone:

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	123.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	120.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	186.4
Cab Height (CH)	68.0
Wheelbase (WB)	189.0
Frame Overhang (OH)	63.0
Overall Frame Length	281.4
Overall Length (OAL)	292.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.2

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

MEMORANDUM

To: Doug Clark
From: Todd Jarosz
Subject: Fleet/Fabrication Crane truck replacement
Date: 3/24/2021

The current FLT13, 1994 Ford L8000 single axle crane truck is in need of replacement. When having the crane inspected this year, I was informed by Palfinger, the company that does the yearly inspection and certifying, that this will be the last year this crane/truck can be certified because of rust reasons. The outriggers that stabilize the truck for lifting have holes rusted through them, the crane mounting is rusting through as well. Both of these components are a safety concern.

This truck/crane is an essential piece of lifting equipment outside the shop and is used on a routine basis. It is my recommendation to replace this piece of equipment with a like apparatus. I have included a quote with all the specifications from Aspen Equipment for \$136,167.00. This will provide a functional unit that will be in service for last many of years for the City of Bellevue.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: Doug Clark, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LICOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Code Enforcement Mowing/Clean-Up/Snow Removal

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the Code Enforcement Mowing/Clean-Up/Snow Removal Project. After review of the bids received, the low, responsive, responsible bidder, Crow Lawn Care LLC has been recommended for the project.

FISCAL IMPACT: \$40,000.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Crow Lawn Care LLC INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Code Enforcement Mowing/Clean-Up/Snow Removal - Project

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Code Enforcement Mowing/Clean-Up/Snow Removal

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: Code_Cleanup ACCOUNT NUMBER: 10-09-6257

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the contract between the City of Bellevue and Crow Lawn Care LLC for the Code Enforcement Mowing/Clean-Up/Snow Removal project.

ATTACHMENTS:

- Contract
- Alexander Lawn & Landscape Inc. Proposal
- Best Cut Lawn Care Inc. Proposal
- Crow Lawn Care LLC Proposal
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



CONTRACT

THIS CONTRACT (the Contract) is made and entered into this 6th day of April, 2021 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 LLC (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, Contractor shall provide the following services:

a. **Mowing:**

- i. The City's Code Enforcement Unit (hereinafter "Code Department") issues notices for violations of City Code §19-18, et seq. (as may be amended) which states that *"It shall be unlawful for each and every owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground located within the city's zoning jurisdiction to fail or refuse to keep such lot or ground free of litter or noxious weeds or grass or worthless vegetation which has reached a height of 12 inches or more, to prevent litter from being carried or deposited by the elements beyond such lot or ground, other than in proper receptacles provided therefor. It shall be unlawful for each and every owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction to permit, allow or maintain thereon any growth of noxious weeds or grass or worthless vegetation which has reached a height of 12 inches or more."* The parties agree that when "Mowing" is used, it shall refer to actual mowing as well as general noxious weed and worthless vegetation clean-up on site.
- ii. Upon receiving a citation from the Code Department, if such violation is not abated, the violation is then abated by the City. This Contract is being entered into and shall provide that this Work may be completed by the Contractor.
- iii. The City cannot guarantee a certain number of hours of work, properties, or payment each month, week, year, or season, and said Contract will be performed on an "as-needed" basis. The City will provide notification to the Contractor when work needs to be completed for mowing pursuant to the above outlined occurrences. The City reserves the right to keep all or some of the commercial property mowing within the City departments, if they desire to do so.
- iv. Upon notification to the Contractor by the City identifying all properties to be serviced, the Contractor agrees to provide mowing services on all identified properties. The Contract agrees that these services shall be performed every Thursday between the months of April and October, when notification of properties is provided to the Contractor (herein called "Mowing Season"). Services outside Mowing Season may be necessary, and the City reserves the right to provide notification of properties needing services to the Contractor, the parties will then agree upon a date and time for the services to be provided should it fall outside Mowing Season. The Contractor shall provide notification to the City at least 24-hours prior to

the date of mowing, outlining the properties it will service on said Thursdays and the order in which service will occur so the Code Department can ensure an inspector is on scene prior to and during the Work and that said work still needs completed. This notification shall be sent to Park Superintendent Jim Shada or his designee at jim.shada@bellevue.net. Jim Shada or his designee shall then communicate back to the Contractor what required equipment is necessary for the properties and confirmation of the properties scheduled for the day of work.

- v. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract.
- vi. Contractor agrees that the following equipment must be utilized on the properties, when applicable. The equipment will be provided by the Contractor at the Contractor's sole expense. The City will not be responsible nor shall the City reimburse for any repair costs, maintenance, gasoline, etc. that is necessary for the operation of the Contractor's equipment.
 - 1. 60" zero turn mowers
 - 2. 36" walk behind mower
 - 3. 8' pull behind mower
 - 4. Brush Hog mower
 - 5. Tractor
 - 6. Weed eaters
 - 7. Blowers
 - 8. Rakes
 - 9. Chainsaws
 - 10. Loppers
 - 11. Shovels
- vii. The parties agree that the City shall provide containers on the dates of clean-up for the Contractor to utilize in disposing of all debris. The containers will be located at 8902 Cedar Island Road, Bellevue, Nebraska 68147. **The Contractor is responsible for the haul away and disposal of all debris gathered at the property to the containers.** The parties agree that the Contractors have no material salvage rights and shall not keep possession of any debris removed from a property.
- viii. The parties agree that a Code Enforcement employee or other City designee will be present on all job-sites when work is being completed in order to document and take pictures, which is a normal course of practice within the City.

- ix. The parties agree that Contractor shall be reimbursed for all services performed in this category as follows:

Mowing – Residential Properties	Mower 21”/36”/60” /Trimmer - \$50 per hour Tractor/Bobcat - \$200 per hour
Mowing – Commercial Properties	Mower 21”/36”/60” /Trimmer - \$50 per hour Tractor/Bobcat - \$200 per hour

b. Snow Removal:

- i. The Code Department issues notices for violations of City Code §28-134 et seq. (as may be amended) which states that *“The owner and the occupant of any real property in the city shall have the duty of keeping the sidewalks adjacent to such real property clean and free from obstructions and accumulations of snow, ice, mud and slush. All obstructions and accumulations shall be cleared from sidewalks as soon as is reasonably possible, and in any event accumulations shall be removed within 24 hours after cessation of any storm or snowfall.”* The parties agree that when “Snow Removal” is used, it shall refer to snow removal, ice mitigation, mud and slush removal and/or mitigation.
- ii. Upon receiving a citation from the Code Department, if such violation is not abated, the violation is then abated by the City. This Contract is being entered into and shall provide that this Work may be completed by the Contractor.
- iii. The City cannot guarantee a certain number of hours of work, properties, or payment each month, week, year, or season, and said Contract will be performed on an “as-needed” basis. The City will provide notification to the Contractor when work needs to be completed for snow removal pursuant to the above outlined occurrences. However, the Contractor should be on notice that after a snowfall, work will most likely be assigned to the Contractor. The City reserves the right to keep all or some of the commercial property snow removal within the City departments, if they desire to do so.
- iv. Upon notification to the Contractor by the City identifying all properties to be serviced, the Contractor agrees to provide snow removal services on all identified properties within forty-eight (48) hours of notification of the same. The Contractor shall provide notification to the City at least 24-hours prior to snow removal, outlining the properties it will service on which day (within that 48-hour time-frame) and the order in which service will occur so the Code Department can ensure an inspector is on scene prior to and during the Work and that said work still needs completed. This notification shall be sent to Park Superintendent Jim Shada at jim.shada@bellevue.net. Jim Shada shall then communicate back to the Contractor what required

equipment is necessary for the properties and confirmation of the properties scheduled for the day of work.

- v. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract.
- vi. Contractor agrees that the following equipment must be utilized on the properties, when applicable. The equipment will be provided by the Contractor at the Contractor’s sole expense. The City will not be responsible nor shall the City reimburse for any repair costs, maintenance, gasoline, etc. that is necessary for the operation of the Contractor’s equipment.
 - 1. Snowblowers
 - 2. Shovels
 - 3. Truck with plow
 - 4. Salt/sand
 - 5. Salt spreader
- vii. The parties agree that the Contractors have no material salvage rights and shall not keep possession of any debris removed from a property.
- viii. The parties agree that a Code Enforcement employee or other City designee will be present on all job-sites when work is being completed in order to document and take pictures, which is a normal course of practice within the City.
- ix. The parties agree that Contractor shall be reimbursed for all services performed in this category as follows:

Snow Removal – Residential Properties	Shovel/Snowblower - \$50 per hour Bobcat - \$100 per hour
Snow Removal – Commercial Properties	Shovel/Snowblower - \$50 per hour Bobcat - \$100 per hour Truck and plow - \$90 per hour

c. Misc. Clean-Up and Removal:

- i. The Code Department issues Notices for General Clean-up (including junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, debris, or other similar items) as well as tree and brush removal. The parties agree that when “General Clean-Up” is used, it shall refer to the above identified or similar items.
- ii. Upon receiving a citation from the Code Department, if such violation is not abated, the violation is then abated by the City. This Contract is being entered into and shall provide that this Work may be completed by the Contractor.

- iii. The City cannot guarantee a certain number of hours of work, properties, or payment each month, week, year, or season, and said Contract will be performed on an “as-needed” basis. The City will provide notification to the Contractor when work needs to be completed for General Clean-Up pursuant to the above outlined occurrences. The City reserves the right to keep all or some of the commercial property mowing within the City departments, if they desire to do so.
- iv. Upon notification to the Contractor by the City identifying all properties to be serviced, the Contractor agrees to provide General Clean-Up services on all identified properties. The Contract agrees that these services shall be performed within fourteen (14) days after notification, unless otherwise agreed upon between the parties. The Contractor shall provide notification to the City at least 48-hours prior to the clean-up, outlining the properties it will service, on which date, and the order in which service will occur so the Code Department can ensure an inspector is on scene prior to and during the Work and that said work still needs completed. This notification shall be sent to Park Superintendent Jim Shada at jim.shada@bellevue.net. Jim Shada shall then communicate back to the Contractor what required equipment is necessary for the properties and confirmation of the properties scheduled for the day of work.
- v. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract.
- vi. Contractor agrees that the following equipment must be utilized on the properties, when applicable. The equipment will be provided by the Contractor at the Contractor’s sole expense. The City will not be responsible nor shall the City reimburse for any repair costs, maintenance, gasoline, etc. that is necessary for the operation of the Contractor’s equipment.
 - 1. Skid Loader
 - 2. Dump Truck
 - 3. Dump Trailer
- vii. The parties agree that the City shall provide containers on the dates of clean-up for the Contractor to utilize in disposing of all debris. The containers will be located at 8902 Cedar Island Road, Bellevue, Nebraska 68147. **The Contractor is responsible for the haul away and disposal of all debris gathered at the property to the containers.** The parties agree that the Contractors have no material salvage rights and shall not keep possession of any debris removed from a property.

- viii. The parties agree that a Code Enforcement employee or other City designee will be present on all job-sites when work is being completed in order to document and take pictures, which is a normal course of practice within the City.
- ix. The parties agree that Contractor shall be reimbursed for all services performed in this category as follows:

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar items)	Manual labor/Hand tools - \$50 per hour Bobcat - \$100 per hour Dump trailer - \$50 per hour
Trees and Brush removal	Manual labor/Hand tools - \$50 per hour Bobcat - \$100 per hour Dump trailer - \$50 per hour

- 3. **Notification:** All notifications as outlined above between Contractor and the City shall be made by email (unless otherwise specified), as outlined below:

Contractor
Name: Samuel Crow E-Mail Address: crowlawn@gmail.com
City
Name: Doug Clark E-Mail Address: doug.clark@bellevue.net

- 4. **Compensation:** The City agrees to pay the Contract compensation as outlined above for services rendered. Upon completion of Work, Contractor shall submit an invoice requesting payment based upon the amount of Work actually completed and the terms of this Contract. All billing will be associated with the address wherein the work was completed and then verified by Code Enforcement. Said invoices should be emailed to the City as outlined above within thirty (30) days of completion of the work. The City shall then pay the invoice to the Contractor within forty-five (45) days after receipt of the invoice. If there are any disputes regarding any invoices, the parties agree to attempt to resolve the same prior to payment of the invoice.
- 5. **Corrective Work:** Whenever discovered prior to the payment of the invoice by the City, that corrective work is necessary, Contractor shall promptly correct any Work as directed and notified by the City which is found to be substandard, defective or otherwise not in accordance with this Contract. Contractor shall bear all costs and expense of Corrective Work.

6. **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.
7. **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 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; any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; any material misrepresentation by Contractor.
8. **Termination of Contract:** 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 perform the work as outlined in 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. Either party has the right to terminate the contract, for any reason, with at least sixty (60) days notification to the other party. Notification of termination of the contract shall be provided in writing, by certified mail, to the following:

Contractor	
Name:	Crow Lawn Care LLC
Address:	P.O. Box 776 Bellevue, NE 68005
Phone:	402-312-8567
City	
Name:	Doug Clark
Address:	1510 Wall Street Bellevue, NE 68005
Phone:	402-293-3030

The parties agree to provide updated contact information in the event it should change.

9. **Certified Check and Insurance:** Contractor shall furnish to the Permits and Inspections Department, of the City of Bellevue, prior to commencing any Work under this Contract, a Certified Check or Company Check in an amount equal to Five Hundred Dollars (\$500.00) and all other Contract security and all policies or certificates of insurance which are required by the Contract.

a. Contractor will maintain and provide evidence of the following coverages:

- i. 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.
- ii. Commercial Auto Liability - \$500,000 combined single limit.
- iii. Workers Compensation/Employers Liability - Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- iv. Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- v. 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.

10. Misc. Provisions:

- a. Contractor agrees to the price terms as outlined herein and waives any claim for additional compensation.
- b. 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.
- c. Time schedules, limits or requirements specified in the Contract are of the essence to this Contract. All Work shall be completed in accordance with the terms as outlined herein unless extended by City, in its sole discretion. 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 \$50.00 per day for each and every calendar day that the Work shall remain uncompleted.
- d. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance.
- 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. The parties will work together regarding any changes.
- h. The parties agree and understand that this Contract does not constitute an employer/employee relationship between the parties. The Contract and its agents, sub-contractors, and employees are not employees of the City of Bellevue when performing services herein and shall not receive benefits. The City shall not be liable for any personal injury or damage to the Contractor and its agents, sub-contractors, and employees.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

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

CITY OF BELLEVUE, NEBRASKA on this _____ day of _____, 2021.

ATTEST:

Signed By:

City Clerk

Mayor – Rusty Hike

CONTRACTOR on this _____ day of _____, 2021.

ATTEST:

BY: _____

TITLE: _____

BIDDER: Alexander lawn & landscape INC

Project:

"MOWING/CLEAN-UP/SNOW REMOVAL PROPOSAL FOR THE CITY OF BELLEVUE"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Contract (attached as Exhibit "A"), and all addenda thereto prepared by the City of Bellevue for **"MOWING/CLEAN-UP/SNOW REMOVAL PROPOSAL FOR THE CITY OF BELLEVUE"** and have carefully examined the all local conditions, applicable ordinances, applicable rules and regulations, and other requirements as identified. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, and equipment as identified in the Contract, necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Contract.

The undersigned agrees to furnish a certified check or Company check made payable to the Treasurer, City of Bellevue, Nebraska and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work as identified under the Contract, when necessary as identified in the Contract. The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract and at the unit price bid. The undersigned hereby understands that should this Proposal be accepted, the price terms herein will be inserted into the Contract and then executed by the undersigned and the Bellevue City Council, subject to the Bellevue City Council approval of the same.

Respectfully submitted:

M. Alexander - President
Signature of Bidder - Title

Alexander lawn & landscape INC
Name of Company

PO BOX 688 ELKHORN, NE
Business Address

402 813-5109
Business Phone Number

PROPOSAL

ITEMIZED BID SCHEDULE

* Please see Exhibit "A" regarding general definitions of the below "Descriptions" *

Description:	Unit Price Proposed	Please note whether the "Unit Price" Proposed is
	All Items per Job per Hour Below	Per Hour Per Job
Snow Removal - Residential Properties	Per Item Below	Per Hour
Snow Removal - Commercial Properties	per Item Below	Per Hour
Mowing - Residential Properties	per Item Below	Per Hour
Mowing - Commercial Properties	per Item below	Per Hour
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, debris, or similar items) and Tree and Brush removal	per Item below	Per Hour
List any additional services offered:		

Laborer per Hour - \$45.00 an Hour
 60 zero turn mower = \$40.00 an Hour
 36 walk behind mower = 40.00 an Hour
 Tractor with Bush Hog = \$150 an Hour
 Loppers - \$10.00 an Hour
 Weedeater = \$25.00 an Hour
 Dump Trailer - \$75.00 an Hour
 Pick up Truck - \$50.00 an Hour
 Skid loader - \$60.00 an Hour
 Dump Truck - \$80.00 an Hour
 Blower = \$30.00 per Hour
 Hedge trimmer = \$30.00 an Hour
 Chainsaw = \$50.00 an Hour
 8' Pull behind mower = \$40 an Hour

Snow Removal

- Snow Blower - \$30.00 an Hour
- Shovel - \$5.00 an Hour
- Truck with plow - 50.00 per Hour

Salt spreader -
 with material - \$150
 sand/salt a ton.
 Truck
 Included

shovel =
 \$5.00 an Hour
 Rake = \$5.00
 a Hour

BIDDER: Best Cut Lawn Care inc.

Project:

"MOWING/CLEAN-UP/SNOW REMOVAL PROPOSAL FOR THE CITY OF BELLEVUE"

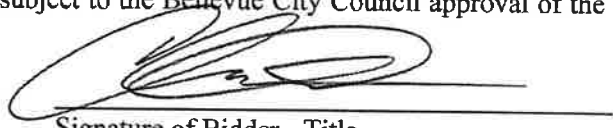
PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

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Respectfully submitted:



Signature of Bidder - Title

Best Cut Lawn Care inc.
Name of Company

6540 Russell Emmett ct
Business Address

402 290-6581
Business Phone Number

PROPOSAL

ITEMIZED BID SCHEDULE

* Please see Exhibit "A" regarding general definitions of the below "Descriptions" *

Description:	Unit Price Proposed	Please note whether the "Unit Price" Proposed is Per Hour Per Job
Snow Removal – Residential Properties	\$150.	
Snow Removal – Commercial Properties	\$ 200.-	
Mowing – Residential Properties	\$ 195.	
Mowing – Commercial Properties	\$ 285.-	
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, debris, or similar items) and Tree and Brush removal	\$1500.-	
List any additional services offered:		

BIDDER: Crow Lawn Care LLC

Project:

"MOWING/CLEAN-UP/SNOW REMOVAL PROPOSAL FOR THE CITY OF BELLEVUE"


PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Contract (attached as Exhibit "A"), and all addenda thereto prepared by the City of Bellevue for **"MOWING/CLEAN-UP/SNOW REMOVAL PROPOSAL FOR THE CITY OF BELLEVUE"** and have carefully examined the all local conditions, applicable ordinances, applicable rules and regulations, and other requirements as identified. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, and equipment as identified in the Contract, necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Contract.

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Respectfully submitted:

 owner

Signature of Bidder - Title

Crow Lawn Care LLC
Name of Company

103 E 35th Ave, Bellevue, NE
Business Address 68005

402-312-8567
Business Phone Number

PROPOSAL

ITEMIZED BID SCHEDULE

* Please see Exhibit "A" regarding general definitions of the below "Descriptions" *

Description:	Unit Price Proposed	Please note whether the "Unit Price" Proposed is Per Hour Per Job
Snow Removal – Residential Properties	Shovel/Snowblower \$50	Per Hour
	Bobcat \$100	Per Hour
Snow Removal – Commercial Properties	Shovel/Snowblower \$50	Per Hour
	Bobcat \$100	Per Hour
	Truck and plow \$90	Per Hour
Mowing – Residential Properties	Mower 21"/36"/60"/Trimmer \$50	Per Hour
	Tractor/Bobcat \$200	Per Hour
Mowing – Commercial Properties	Mower 21"/36"/60"/Trimmer \$50	Per Hour
	Tractor/Bobcat \$200	Per Hour
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, debris, or similar items) and Tree and Brush removal	Manual Labor / Hand tools \$50	Per Hour
	Bobcat \$100	Per Hour
	Dump Trailer \$50	Per Hour
List any additional services offered:		

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021	SUBMITTED BY: Doug Clark, 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:

Fort Crook Road Redevelopment

SYNOPSIS/BACKGROUND:

HDR Architecture, Inc. will perform a study of and provide an updated Master Plan for the redevelopment of the Fort Crook Road corridor. These services will provide the City with information needed to plan for and redevelop to its fullest potential the area located along and adjacent to Fort Crook Road, from the northern city limits (Harrison Street) south to Fairview Road and its confluence with U.S. 75.

FISCAL IMPACT: \$154,950.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HDR Architecture, Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Professional Services Agreement - Project

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Fort Crook Road Redevelopment

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: 2021 Reconstruction Projects CIP PROJECT NUMBER: ST 21(4)

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

ACCOUNTING DISTRIBUTION CODE: CIPST21(4) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Agreement between the City of Bellevue and HDR Architecture, Inc. in the amount of \$154,950.00 for a study and master plan update for the Fort Crook Road Redevelopment project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ARCHITECTURE, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of April, 2021, between the City of Bellevue (“OWNER”) a Nebraska Municipality, with principal offices at 1500 Wall Street, Bellevue, NE 68005, and HDR ARCHITECTURE, INC., (“CONSULTANT”) for services in connection with the project known as the Fort Crook Road Master Plan Update (“Project”);

WHEREAS, OWNER desires to engage CONSULTANT to provide professional urban design, planning, landscape architecture, consulting, and related services (“Services”) in connection with the Project; and

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

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

SECTION I. SCOPE OF SERVICES

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

SECTION II. TERMS AND CONDITIONS OF ARCHITECTURE SERVICES

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

SECTION III. RESPONSIBILITIES OF OWNER

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

SECTION IV. COMPENSATION

Compensation for CONSULTANT’S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is One Hundred Fifty-Four Thousand Nine Hundred Fifty Dollars (\$154,950).

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

Compensation terms are defined as follows:

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

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

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

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

SECTION VI. SPECIAL PROVISIONS

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

THE CITY OF BELLEVUE
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ARCHITECTURE, INC.
"CONSULTANT"

BY: Todd A. Tierney

NAME: Todd A. Tierney

TITLE: Senior Vice President

ADDRESS: HDR HQ
1917 S. 67th Street
Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

Fort Crook Road Master Plan Update

Bellevue, NE

Scope of Work

The following tasks will be conducted by the HDR Team in the creation of a Master Plan Update for the Fort Crook Road corridor in Bellevue, NE. The area to be included in this effort is located along and adjacent to Fort Crook Road, from the northern city limits (Harrison Street) south to Fairview Road and its confluence with U.S. 75. The purpose of this planning effort is to take a fresh look at the corridor and create an implementable “blueprint” for the study area so that the City can gain a greater understanding of its potential and proactively guide its redevelopment utilizing a phased approach.

Phase One – Virtual Kick-Off Meeting, Data Collection and Analysis, Base Mapping, and Stakeholder Engagement Campaign

Working in collaboration with the Client (the City of Bellevue and the Greater Bellevue Area Chamber of Commerce) and Key Stakeholders, the HDR Team will collect, organize, and analyze the relevant background data and support materials necessary to underpin the vision plan process. This phase will include the following elements:

Task 1.1 Project Management and Initiation

This task includes the steps necessary for the management of a successful project, including client communications, administrative procedures, QA/QC process, and other project management elements.

Task 1.2 Data Collection and Review

Working with the Client and Key Stakeholders, the HDR Team will identify key information to be collected and transmitted to the HDR Team. This information will be collected and reviewed in advance of creating the study area base and analysis maps. This will include, but is not limited to, GIS data, aerial photos, previous planning studies, development proposals, environmental studies, infrastructure studies, NDOT requirements, and topographic surveys.

Task 1.3 GIS Data and Base Mapping

Based on the data collection and analysis from the previous task, the HDR Team will create analysis diagrams and base maps necessary for the ensuing master planning effort.

Phase Two – Market Understanding

The HDR Team will examine market assessments conducted for other projects within the metro area in order to help ascertain the future development potential of the project

area. The results of this assessment will be used to inform the ensuing master planning efforts.

Task 2.1 Market Assessment Review – The HDR Team will review a number of market assessments conducted for other projects within the metro area in order to provide an understanding of the development potential, market conditions, and future trends that will influence development within the study area. This understanding will be a key basis for the ensuing master planning efforts.

Phase Three – Master Planning

Based on the results of the project area analysis, market assessment review, and visioning process, the HDR Team will prepare a conceptual master plan for the study area.

Task 3.1 Development Strategy and Program
Based on the results of the market assessment and visioning process, the HDR Team will establish a development strategy and program to guide the master planning process for the study area. The development strategy will address the overall approach to redeveloping the corridor, while the development program will identify key programmatic elements (i.e. use types, densities, etc.) to be included in the master plan. These two elements will provide the basis for the ensuing master planning workshop.

Task 3.2 Master Plan Design Workshop (3-day)
The HDR team will produce an updated Master Plan for the Study Area. This plan will be based on input from the previous tasks, including the development strategy and program. It will consist of recommendations relating to mobility options, land use, building typologies and placement, streets and street sections, open space, public facilities, etc. It will be developed with the Client, Key Stakeholders, and General Public during a 3-day interactive workshop. Participants will review the draft concepts and provide feedback and guidance during evening pin-up sessions, which will be incorporated into revisions made each ensuing day. The Master Plan will be prepared in color pencil, pen, and marker, and will include a concept plan, development framework elements, a yield matrix, two photo-realistic renderings, and associated diagrams, vignettes, and renderings. The 3-day workshop will consist of the following:

Travel Day / Project Area Tour:

8:00 – 12:00 Travel
12:00 – 1:00 Studio Set-Up / Lunch
1:00 – 5:00 Project Area Tour

Day One:

8:00 – 12:00 Alternative Concept Development
12:00 – 1:00 Working Lunch / Alternative Concept Development
1:00 – 5:00 Alternative Concept Development
5:30 – 7:00 **Pin-Up Session #1**

Day Two:

8:00 – 9:00 Team Meeting (discuss direction from previous evening)
9:00 – 12:00 Preferred Concept Development
12:00 – 1:00 Working Lunch / Preferred Concept Development
1:00 – 5:00 Preferred Concept Development
5:30 – 7:00 **Pin-Up Session #2**

Day Three:

8:00 – 9:00 Team Meeting (discuss direction from previous evening)
9:00 – 12:00 Preferred Concept Refinement
12:00 – 1:00 Working Lunch
1:00 – 5:00 Final Production
5:30 – 7:00 **Pin-Up Session #3 / Final Presentation**
7:00 – 7:30 Studio Take-Down

Travel Day:

8:00 – 12:00 Travel

Task 3.3

Workshop Refinement

Following the Design Workshop, the plan will be digitally refined (AutoCAD, Sketch-Up, and Illustrator) and revisions to the draft master plan framework elements will be made by the HDR Team. Plan revisions will be coordinated with the Client as necessary. Plan diagrams, street sections, yield analysis, and 2 photo-realistic renderings of proposed conditions will be developed.

Task 3.4

Review Meeting/Refinement

The refined Master Plan will be reviewed with the Client and Key Stakeholders during a virtual meeting/call. Minor revisions, based on input and feedback received during the review process, will be made.

Task 3.5

Draft Master Plan Summary Document

Based on findings and results of the previous tasks, the HDR Team will create a Draft Master Plan Summary Document for the Study Area. This document will include the conceptual master plan and associated elements identified in Task 4.2. The summary document will be a graphics heavy document with text supporting key elements.

Task 3.6 Draft Master Plan Summary Document - Review and Revisions
The Draft Master Plan Summary Document will be provided to the Client and Key Stakeholders for review. Based on comments received during a virtual meeting/call, revisions will be made and included in the Final Master Plan Summary Document.

Task 3.7 Final Master Plan Summary Document
The HDR Team will prepare and print the final Master Plan summary document and distribute to the Client. This will include 10 hard copies and a digital copy of the final summary document.

Project Assumptions

- **Key Stakeholders** – Key Stakeholders will be identified by the Client. HDR will manage all communications, RSVPs, comments/responses from stakeholders. HDR will also provide all information needed to stakeholders in order to promote participation in the electronic survey, SWOT analysis workshop and design workshop
- **Project Area Tour** – Pending the easing of covid restrictions, the Client will provide transportation and lead the tour of the study area. If covid restrictions remain in place, the tour will take place by utilizing multiple vehicles.
- **Meeting Space** - The City will provide/locate suitable space for any in-person workshops and/or meetings. The design workshop should be held in a studio setting where the design team and participants can be socially distanced. In addition, the location will need to be able to be secured for four consecutive days/nights.
- **Public Information** – The City will be responsible for and be the primary contact related to any press releases and/or public project announcements. HDR will provide public-friendly project information to the City for placement online, as desired.

Project Fee

The above tasks could be completed by the HDR Team for a lump sum of **\$154,950**.

\$154,950 Lump Sum (Tasks 1.1 – 3.7)

Labor:	\$ 152,241
<u>Expenses:</u>	<u>\$ 2,709</u>
Total:	\$ 154,950

Project Schedule

The preliminary schedule for the project should not exceed 8 – 10 months from notice to proceed.

EXHIBIT B

TERMS AND CONDITIONS

HDR Architecture, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

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

2. INSURANCE/INDEMNITY

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

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ARCHITECT are made on the basis of information available to ARCHITECT and on the basis of ARCHITECT's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ARCHITECT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ARCHITECT prepares.

4. CONSTRUCTION PROCEDURES

ARCHITECT's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ARCHITECT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ARCHITECT shall not be responsible for the acts or omissions of the contractor or other parties on the project. ARCHITECT shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ARCHITECT beyond those set forth in this Agreement. CLIENT agrees to include ARCHITECT as an indemnified party in CLIENT's construction contracts for the work, which shall protect ARCHITECT to the same degree as CLIENT. Further, CLIENT agrees that ARCHITECT shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

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

6. SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints,

Terms & Conditions for Professional Services

space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any standard details, standard specifications, or standard bidding documents which are to be incorporated into the project.

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

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

7. SUCCESSORS AND ASSIGNS

CLIENT and ARCHITECT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ARCHITECT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

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

9. TERMINATION OF AGREEMENT

CLIENT or ARCHITECT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ARCHITECT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

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

11. INVOICES

ARCHITECT will submit monthly invoices for services rendered and CLIENT will make prompt payments in response to ARCHITECT's invoices.

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

CLIENT shall not withhold amounts from ARCHITECT'S compensation to impose a penalty or liquidated damages on ARCHITECT, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless ARCHITECT agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

CLIENT recognizes that late payment of invoices results in extra expenses for ARCHITECT. ARCHITECT retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of ARCHITECT's invoices are not paid when due, ARCHITECT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

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

13. CONTROLLING AGREEMENT

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

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ARCHITECT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

CLIENT represents to ARCHITECT that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ARCHITECT the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged

by both parties that ARCHITECT's scope of services do not include services related in any way to hazardous materials. In the event ARCHITECT or any other party encounters undisclosed hazardous materials, ARCHITECT shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ARCHITECT may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws
Terms & Conditions for Professional Services

and regulations. CLIENT acknowledges that ARCHITECT is performing professional services for CLIENT and that ARCHITECT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ARCHITECT's services under this Agreement. If ARCHITECT's services hereunder cannot be performed because of the existence of hazardous materials, ARCHITECT shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ARCHITECT, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ARCHITECT and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

CLIENT and ARCHITECT have evaluated the risks and rewards associated with this project, including ARCHITECT's fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of ARCHITECT (and its related corporations, subconsultants and employees) to CLIENT is limited to the greater of \$50,000.00 or ARCHITECT's fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ARCHITECT's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. Neither party to this Agreement shall be liable to the other party for any special, incidental, indirect, or consequential damages.

18. LITIGATION SUPPORT

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

19. OPERATIONAL TECHNOLOGY SYSTEMS

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

(11/2019)

that CLIENT's OT Systems are or will be impenetrable and CLIENT agrees to waive any claims against ARCHITECT resulting from any such incidents that relate to or affect CLIENT's OT Systems.

20. **FORCE MAJEURE**

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
04/06/2021

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: Chief Perry Guido		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LICQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approve and authorize Mayor to sign a consent form for Crown Castle to sublease space on the tower at 2102 Betz road.

SYNOPSIS/BACKGROUND:

This is the only tower the City of Bellevue does not own. We lease the ground the tower sits on. They pay a monthly lease for the land that was updated on 9/25/2017 and they are requesting to sublease a portion of the space for new equipment within the lease area.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: <input type="text" value="NO"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRUBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve sublease with Crown Castle

ATTACHMENTS:

1. <input type="text" value="Agreement"/>	2. <input type="text" value="Supporting Docs."/>	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: _____

A. Bree Robin
[Signature]
[Signature]



2000 Corporate Dr,
Canonsburg, PA 15317

Phone: (724) 416-2903
Email:
Wendy.Burkholder@crowncastle.com
www.crowncastle.com

March 24, 2021

VIA email

CITY OF BELLEVUE
210 WEST MISSION AVENUE
BELLEVUE, NE 68005

Re: BU 879179 / "BELLEVUE FLEET MAINTENANCE" / 2012 Betz Road, Bellevue, NE 68005 ("Site")
PCS Site Agreement, dated July 30, 2000, as it may have been amended and assigned ("Lease")
Consent for sublease – *DISH Network*

Dear CITY OF BELLEVUE,

In order to better serve the public and minimize the amount of towers in an area where this property is located, DISH Network intends to sublease a portion of the Site. The sublease will include installation of new equipment within the lease area; however, it will not alter the character or use of the site nor will it change the nature of the occupancy of the Site. As used in this letter, the term "sublease" may include any arrangement by which a third party can install and operate its equipment at the Site as permitted under the Lease.

Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Please provide your consent **on or before April 24, 2021** by signing below and returning to Wendy.Burkholder@crowncastle.com so that we may install DISH Network's equipment as permitted under the Lease.

If you have any questions concerning this request, please contact Wendy Burkholder at (724) 416-2903 or Wendy.Burkholder@crowncastle.com

Sincerely,

Agreed and accepted _____

(Date)

Wendy Burkholder
Real Estate Specialist

(Lessor's signature)

(Lessor's name and title)

The Foundation for a Wireless World.

CrownCastle.com

CITY OF BELLEVUE

March 24, 2021

Page 2

[Enclosures]

P.S. Please indicate below if you are interested in learning more about removing the obligation for you to sign these consent letters and receive a notice letter instead.

(check here) Yes, I'm interested in learning more.



Crown Castle
301 North Cattlemen Road, Ste 200
Sarasota, FL 34232

Tel: 941.309.1414
Patricia.Dunning@CrownCastle.com
www.crowncastle.com

July 5, 2017

Sent via e-mail to: Rich.Severson@bellevue.net
Steve.Betts@bellevue.net

Phone: 402.293.3088
402.293.3153

City of Bellevue
c/o Rich Severson & Steve Betts
210 W. Mission Avenue
Bellevue NE 68005

RE: Business Unit # 79179
Site Name: Bellevue Fleet Maintenance

Current Lease: By and between STC Five LLC, a Delaware limited liability company by; Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney-in-Fact, ("Lessee") and the City of Bellevue, Nebraska ("Lessor"), for a 2,500 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

1. The Lease currently provides for one (1) remaining five (5) year renewal terms. That Lease section will be amended to provide that the remaining term of the Lease will be extended, in addition to the above described renewal terms, by an additional six (6), five (5) year automatic renewal terms. The new final Lease expiration date will be July 25, 2055.
2. As further consideration for Lessee entering into the Lease Amendment, during the term of the Lease, Lessee shall have an irrevocable option ("Option") to lease up to a maximum of 1,000 additional square feet of real property adjacent to the existing lease area at a location to be mutually determined by Lessor & Lessee. ("Additional Lease Area") on the same terms and conditions set forth in the Lease. If Lessee elects to exercise the Option, Lessee shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Lessee for the existing lease area at the time Lessee exercises the Option. Lessee may exercise the Option by providing written notice to Lessor at any time. Within 30 days after Lessee's exercise of the Option, Lessor shall execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Lessee's interest in the Additional Lease Area. In addition, within 30 days after Lessee's exercise of the Option, Lessor shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances.

(continued)

3. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property.
4. Lessee will pay to Lessor a one-time amount of Five Thousand Dollars (\$5,000.00) for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.
5. All other Lease terms will remain the unchanged.

Upon receipt of this document evidencing Lessor's acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay. Neither party will be bound by the terms set forth herein until the Lease Amendment is fully executed.

If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to Lessee via e-mail to Patricia.Dinning@CrownCastle.com.

Lessor:
City of Bellevue
Bellevue, Nebraska



Rita Sanders, Mayor
Print Name

Dated 9-25-17

Lessee:
STC Five LLC,
a Delaware limited liability company
By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney-in-Fact

Rhonda Lullo, Land Acquisition Manager

Dated: _____

FREDERICK S. CASSMAN
HOWARD J. KASLOW
FRANK F. POSPISIL
RONALD K. PARSONAGE
WILLIAM H. COATES
JOHN W. HERDZINA
HARVEY B. COOPER
RANDALL C. HANSON
R. CRAIG FRY
TIMOTHY M. KENNY
TERESA A. BEAUFALT
TERRENCE P. MAHER
ERIC H. LINDQUIST

LAW OFFICE *Bev -*
ABRAHAMS KASLOW *For your files.*

8712 WEST DODGE ROAD,
OMAHA, NEBRASKA 68111 *Sent copies to*
TELEPHONE 402-392-1111 *Herdzina - E*
FACSIMILE 402-392-0816

SANDRA L. MAASS
THOMAS J. MALICKI
AARON D. WEINER
MARLON M. LOFGREN
JAMES M. PFEFFER
JEFFREY J. BLUMEL
KIM M. ARGO
MARK A. WILLIAMS
SEAN M. GILLEN
QUINN M. OSBORNE
MILTON R. ABRAHAMS
1905-2000
BEN E. KASLOW
1907-1993

May 16, 2000

Ms. Beverly Hrdy
City Clerk
City of Bellevue
210 West Mission Avenue
Bellevue, Nebraska 68005

*Received both
Agreement*

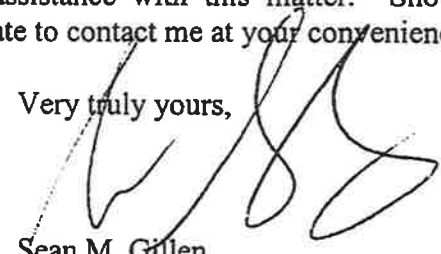
RE: Sprint PCS Fleet Maintenance Agreement

Dear Beverly:

Enclosed are three (3) copies of the Sprint PCS Site ~~Agreement~~ for the Fleet Maintenance Facility. I believe this matter is on the agenda for the next Council meeting. After the Agreements have been signed, please return them to me at my office so that I may forward them to Sprint.

Thank you very much for your assistance with this matter. Should you have any comments or questions, please do not hesitate to contact me at your convenience.

Very truly yours,


Sean M. Gillen
For the Firm

SMG:clm
Enclosure

SMG/197003.1

Site No. me Bellevue Fleet Maintenance Facility

Site I. D. OM13XC421-A

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the site described below:

(Check appropriate box(es))

- Land consisting of approximately 2500 square feet upon which SSLP will construct its equipment base station and antenna structure;
- Building interior space consisting of approximately _____ square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space between the _____ foot and _____ foot level on the Tower;
- Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP but subject to the consent of Owner, which consent shall not be unreasonably withheld, source of electric and telephone facilities. SSLP shall procure and deliver to Owner a survey of the Site prior to the commencement of any construction of the Site. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the Owner's use and enjoyment of the Site and the property surrounding the Site or the occupancy of Owner's other tenants. SSLP will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SSLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the date which is 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of Six Hundred and Twenty Five Dollars (\$625.00) (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by fifteen percent (15%).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. SSLP will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SSLP shall have the right to sublease or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring substantially all of the assets of SSLP. For the purposes of this Paragraph 5: an "affiliate" shall be defined as a person or entity who directly or indirectly controls, is controlled by, or is under common control with another person; "control", "controlled by", and "common control" shall be defined as the possession, directly or indirectly, or the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise; and a person or entity who is the owner of ten percent or more of an entity's voting interests shall be presumed to have control of the entity in absence of proof by a preponderance of the evidence to the contrary.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SSLP are to be sent to: Sprint PCS, Attn: James G. Meyers, 9801 W. Higgins Road, 2nd Flr., Rosemont, Illinois 60018, with a copy to Sprint Spectrum L.P., 4900 Main, Kansas City, MO 64112. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS

system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP shall remove, unless Owner otherwise agrees in writing, its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that the Site is in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Owner shall have the right to attach equipment necessary for Owner's emergency broadcast system (the "EBS Equipment"), provided that (a) the Site has the structural integrity to accommodate the EBS Equipment, (b) such EBS Equipment will not cause excessive and unresolvable technical interference with SSLP's equipment, and (c) SSLP approves the plans for installation of the EBS Equipment in advance, which approval shall not be unreasonably withheld. Except as otherwise provided in this paragraph 9, Owner will not install any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP at no fault of its own does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default. Provided, however, that Owner may terminate this Agreement without notice to SSLP for failure to pay rent.

13. Indemnity. SSLP shall defend, indemnify and hold Owner, 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) SSLP's performance under this Agreement; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement in this Agreement to be kept, observed, satisfied or performed by SSLP; (iii) any alleged act, error, omission or negligence of SSLP, its employees, subcontractors, agents, or any other person acting on behalf of SSLP; (iv) any material misrepresentation by SSLP; or (v) SSLP's operations in or about the Site while SSLP is performing work on the Site except to the extent such claims result or arise from or out of, solely and proximately, from Owner's negligence, unlawful conduct, or material breach of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

16. Taxes. SSLP will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SSLP will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SSLP within 60 days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SSLP will procure and maintain insurance in the following amounts:

- a) Worker's Compensation: Statutory
- b) Employer's Liability: \$1,000,000 per person
- c) Comprehensive General Liability: (must be occurrence basis)
 - i. Bodily Injury: (including completed acts and products liability) \$2,000,000 per occurrence
\$2,000,000 annual aggregate
 - ii. Property Damage (including explosion, collapse, and underground, coverage if applicable) \$2,000,000 per occurrence
\$2,000,000 annual aggregate
- d) Comprehensive Automotive Liability:
 - i. Bodily Injury: \$2,000,000 per person
\$2,000,000 per occurrence
 - ii. Property Damage: \$2,000,000 per occurrence
- e) Contractual Liability:
 - i. Bodily Injury: \$2,000,000 per occurrence
 - ii. Property Damage: \$2,000,000 per occurrence
\$2,000,000 annual aggregate

Owner will be listed as an additional insured on all such insurance obtained pursuant to this Agreement, and SSLP will furnish a certificate of insurance to Owner within 30 days of obtaining such insurance. Such policy or policies of insurance will provide that cancellation will not occur without at least 30 days prior written notice to Owner. The policy or policies of insurance will contain a "severability of interest" or "cross-liability" endorsement which shall preclude the insurer from denying any claim of Owner due to the negligent acts or errors or omissions of SSLP. Such insurance will cover all acts, errors or omissions of all of SSLP's employees and SSLP's agents, contractors, subcontractors, and their respective employees. SSLP shall procure and maintain such insurance prior to the commencement of any work on the Site pursuant to this Agreement, and SSLP shall keep such insurance in full force and effect throughout the term of this Agreement.

18. Maintenance. SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in a proper operating and reasonably safe condition; provided, however if any such

repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Acknowledgement. By executing this Agreement, SSLP acknowledges that the Site is near Owner's Fleet Maintenance Building and that the provisions of this Agreement are necessary to protect Owner's interest in the Fleet Maintenance Building.

21. Costs. SSLP shall be responsible for the payment of any and all costs associated with the execution and performance of this Agreement, including but not limited to a surveys, title searches, and the obtaining of any property or easements from third parties necessary to perform the terms of this Agreement. However, SSLP shall in no event be liable for Owner's attorneys' fees incurred for the preparation and performance of this Agreement.

22. Satisfaction of the Federal Aviation Administration. SSLP shall take all steps necessary to satisfy the Federal Aviation Administration ("FAA") requirements outlined in the report from Airspace safety Analysis Corporation dated March 23, 2000. Specifically, SSLP shall file a Notice of Proposed Construction or Alteration (the "Notice") with the FAA and shall comply with any additional FAA requirements, such as obstruction marking and lighting, solely at the cost of SSLP. SSLP shall file the Notice prior to the commencement of construction pursuant to this Agreement, and in no event shall SSLP file the Notice later than _____ and shall obtain FAA approval no later than _____. Should SSLP fail to meet the requirements of this Paragraph 22, Owner may terminate this Agreement.

23. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

OWNER: The City of Bellevue
By: Jerry Ryan
Its: Mayor
S.S./Tax No.: 47-6006099
Address: 210 West Mission Avenue
Bellevue, NE 68005

Date: June 15, 2000

Sprint Spectrum L.P.
a Delaware limited partnership
By: [Signature]
Its: DIRECTOR OF SITE DEVELOPMENT
Date: 7/30/00

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

2001-03682 D

EXHIBIT B

April 99

Site Name Bellevue Fleet Maintenance Facility PCS Site Agreement

Site I. D. OM13XC421-A

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated June 12, 2000, between The City of Bellevue ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP").

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at 2012 Betz Road, City of Bellevue, County of Sarpy, State of Nebraska, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on June 12, 2000, which term is subject to four (4) additional five (5) year extension periods by SSLP.

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

"OWNER"

"SSLP"

The City of Bellevue

Sprint Spectrum L.P.

By: [Signature]

By: [Signature]

Name: Jerry Ryan

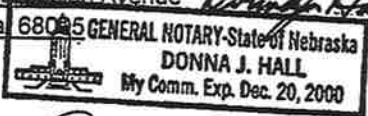
Name: James G. Moyers

Title: Mayor

Title: DIRECTOR OF SITE DEVELOPMENT

Address: 210 West Mission Avenue
Bellevue, Nebraska

Address: 9801 W. HIGGINS RD.
ROSEMONT, IL 60018



Owner Initials [Signature]

SSLP Initials [Signature]

Attach Exhibit A - Site Description

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-03682

2001 FE 20 AM 11:52

Lloyd J. Dowding
REGISTER OF DEEDS

Counter *[Signature]*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 40.50
Gk Cash Chg
COB



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

RJR 1st 2

Office of the City Clerk
City of Bellevue

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/06/2021		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Recommendation to approve Special Fireworks Display

SYNOPSIS/BACKGROUND:
 Application was received for a Special Fireworks Application for Midwest Fireworks Wholesalers to provide a special fireworks display for Bellevue East Prom on 5/15/2021 at approximately 10:00 p.m.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="N/A"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text" value="N/A"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="N/A"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: <input type="text" value="YES"/>
CIP PROJECT NAME: <input type="text" value="N/A"/>	CIP PROJECT NUMBER: <input type="text" value="N/A"/>	
STREET DISTRICT NAME (S): <input type="text" value="N/A"/>	STREET DISTRICT NUMBER (S): <input type="text" value="N/A"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="N/A"/>	ACCOUNT NUMBER: <input type="text" value="N/A"/>	

RECOMMENDATION:
Recommendation to approve a Special Fireworks Application for Midwest Fireworks Wholesalers to provide a special fireworks display for Bellevue East Prom on 5/15/2021 at approximately 10:00 p.m. (Rain date 05/16/2021)

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



City of Bellevue
Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

SPECIAL FIREWORKS EVENT
APPLICATION

Application must be filled out completely and returned to the City Clerk, a minimum of 7 day, prior to the City Council Meeting so item can be added to the City Council Agenda.

(Please Print Legibly)

Special Fireworks Event: Bellevue East Prom

Date of Event: 5/15/2021

Time and Duration of Fireworks Display: 10:00 PM for 7-9 minutes

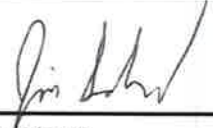
Name of Contact Person: Jim Sandvold Midwest Fireworks

Contact Person E-mail: fireworks@mwfireworks.com
jimsandvold@gmail.com

Contact Person Phone #: 402-510-7936

Distributor License: Yes No

If so, Name of Distributor: Midwest Fireworks Wholesalers

 Midwest Fireworks
Signature

3/31/2021
Date

NEBRASKA STATE FIRE MARSHAL
Public Firework Display

Permit # 2021-DP-61493296-7

Receipt # 61493296

Date Received March 25, 2021 01:48 PM

Sponsoring Organization/Individual

Name 1 Bellevue East High School

Name 2 Jim Sandvold

Address 351 Grant

City Blair

Daytime Phone 402-510-7936

State NE

Zip Code 68008

Email fireworks@mwfireworks.com

Public Display Operator

License # 21-02/010

Name NIELSEN, CHARLES DEAN

Address 1 1750 PARK ST

Address 2

City BLAIR

Daytime Phone

State NE

Zip Code 68008

Email

Location/Dates

Display Location 1401 High School Dr

Display City Bellevue

Display County Sarpy

Display Date May 15, 2021

Rain Date May 16, 2021

Display Time 10:01 PM

Rain Time 10:01 PM

Public Display Yes

Storage Information

How Stored Approved ATF/NSP Bunker

Distributor(s)

Midwest Fireworks Wholesalers LLC (2021-RP-59419018-1)

Mortar/Distances (in feet)/Ground Display

Largest Mortar (Inches) 4.0

Residential 450

Health Care Facilities N/A

Penal Facilities N/A

Power Lines N/A

Phone Lines N/A

Ground Display No **Parking** --

Electronically Fired? Yes

Spectators 280

Parking 280

Hwys/Streets/Alleys 280

Hazardous Materials 2000

Trees 150

Spectators --

Approval

Approved By Jim Heine, SFM

Date Approved/Issued March 29, 2021

Fire Chief Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2021

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Compa
509 W Koenig St
Grand Island NE 68802

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 **FAX (A/C, No):** 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURED
Midwest Fireworks Wholesalers, LLC
351 Grant St.
Blair NE 68008

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER: 2074950997****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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPS3385342	3/19/2021	3/19/2022	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

Additional Insured: Bellevue Community Schools; Bellevue East
Location: 1401 High School Dr., Bellevue, NE
Date: 5/15/21 Rain Date: 5/16/21

CERTIFICATE HOLDER**CANCELLATION**

Bellevue Community Schools
Bellevue East
1401 High School Dr.
Bellevue NE 68005

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

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE _____ DATE _____

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CITY OF BELLEVUE
ADMINISTRATION REPORT

March 31st , 2021

Administration

- Weekly legislative meeting with Lobbyist and UCSC to review bills that impact Bellevue/Sarpy.
- Sidewalk Committee meeting to coordinate and plan for a specific segment in Bellevue.
- Meeting with John Hassett, Keno, regarding operations.
- Weekly meetings with Sarpy County and Sarpy Cities for Wastewater Agency issues.
- Meeting with vendors for BCF event planning for city issues.
- Ft Crook Rd Redevelopment planning session with staff and HDR.
- Bi-monthly Agenda meeting
- Meeting to review and update Firework ordinance.
- Met with Chamber Chairperson to discuss Economic Development.
- Review session with engineering team regarding 36th Street Big Papio Bridge.
- Meeting with Councilwoman Welch for Ward issues.
- Branding Campaign review
- Audit Committee update meeting
- Meeting with City real estate representative regarding BAE lease and project development.
- Meeting with PW Director - BEE City and its administration.
- Met with Boys & Girls Club.
- Legal department meeting regarding ordinances.
- Met with Councilman McCaw regarding Ward issues.
- Private developer meeting for potential project on Hwy 34.
- Met with Midlands Community Foundation. City participation with BCF on community event.
- Branding review with Council members.
- Met with Planning and private developer for 54th Street area.
- Met with Police Chief Clary to discuss vehicle replacements from citizen collision's.
- Met with Councilwoman Welch and Veterans organization regarding city assistance.
- Follow up phone call with City Auditor.
- Meet with Councilman Stinson regarding Ward issues.

Community Development

Covid 19 Update

EOC team meeting now once a month and not twice a month
Buildings and rooms continue to be “Fogged” as requested by staff
The tracking and reporting of expenses continues as related to COVID
April 20th City Council meeting will be in person. Chambers to be deep cleaned prior.

Planning

Attended meeting regarding Fort Crook Rd update
Conducted a pre-application meeting on a single family and multi family project
Conducted a pre-application on a light industrial project
Facilitated Planning Commission meeting

Permits and Inspections

Performed 573 Inspections
Issued 24 new permits for single family dwellings

Code Enforcement

Notices Issued -221
Red Tags – 37
Clean ups – 6
Calls – 1,265
Towed Vehicles – 8
Tree Removals – 2

Communications

Meeting bi-weekly with the other Sarpy PIOs on COVID 19
Submitted the Annual Review with Heartland Marketing for print
Working with AVI on upgrades and trouble shooting Chambers
Working with the Foundation on the summer festival

Finance

(See Attached)

City Clerk

- Citizen Communication – Topic for Consideration Forms received by Clerk’s Office (Month of March - No Forms for Consideration were received).
- Working on the reorganization on Clerk’s tab on City Website.
- Worked to modify and simplify Fireworks License process.
- Codification Project Update – Ordinances have been sent to American Publishing for updating of Code Book. As soon as update is online, I will inform you. As soon as updated pages are received, we will update hard copies of the City Code.
- Non-Class “C” liquor licenses expire April 30 – Applicants have all received renewal forms and continue to come in to pay and/or pick up licenses.
- We have received and sent out Fireworks License to four (4) Fireworks Distributors. March 31st is the deadline for Distributor Applications.
- Board of Equalization meeting will be April 20th at 5:30 p.m.
- Shirley completed her first year at the 2021 Nebraska Clerks Institute and Academy on March 14th – 19th.

Public Works

Engineering

Reviewing Priority Project for the City of Bellevue

- a. Reviewed Bellevue Waste Water System Development inside Agency Boundaries
- b. Completing Storm Water Reports for NRD/NDEE for 2020 and 2021
- c. Fire Training Center Concrete Replacement Under Construction
- d. Looking Glass Splash Pad & Stonecroft Playground Under Construction

Facilities

- a. Replace Fence at Log Cabin
- b. Plan for Window Washing for 1500 and 1510 Wall Street
- c. Schedule Cleaning of City Council Chambers

CITY OF BELLEVUE
ADMINISTRATION REPORT

Fleet Services

- a. Replacing Crane Truck for City of Bellevue
- b. Reviewing GPS System for All Public Works Vehicles

Parks

- a. Removed Bushes for Fox Ridge Estates
- b. Completing Repairs on American Heroes Park Fountain Streets
- a. City Wide Street Repair
- b. Reviewed 21st and Bluff Street Road Repairs
- c. Receiving estimates for South Roads Culvert Lining Project

Waste Water

- a. Reviewing Interlocal Agreement with Sarpy County Waste Water Agency
- b. Reviewing Waste Water System within Boundaries of Sarpy County Waste Water Agency
- c. Working with HDR regarding Bellevue Waste Water Capabilities South of the Ridgeline

Police

- 02/25 – Hosted FBI School Shooting Response Training
- 03/02 – Meeting with Ron Hernandez – Moving Veteran’s Forward
 - City Council Meeting
- 03/03 – Lunch with Douglas County S.O. – Capt. Martin
- 03/04 – Testified at Nebraska Legislature – Judiciary Committee – LB 331
- 03/05 – Meeting with Chaplain Coordinator
- 03/10 – NSP Capt. Sutter lunch / ISP Capt. Miller
- 03/16 – Meeting with Lt. Colonel Cheatham
 - City Council Meeting
 - Medal of Valor to Sgt. Stuck at CID Mtg.
- 03/17 – Douglas Co. Forensic Lab tour
- 03/23 – Meeting with 72nd Civil Support team
 - Civil Service Commission meeting
- 03/24 – VIPER meeting – Mark Buritzki
- 03/25 – 30x30 Initiative kick-off
- 03/26 – Jason Workman – First Responders Foundation meeting

CITY OF BELLEVUE
ADMINISTRATION REPORT

- Greg Allen – Bellevue University meeting
- 03/29 – 03/30 – Sergeant Testing
- 03/30 – Maya Saenz interview
- 03/31 – Board of Health Meeting

Library

- The Bellevue Public Library Advisory Board met in person for their monthly meeting on March 17. The Board heard a preview of the 2021 Adult Library Program. The Board also heard a COVID-19 update and an update on the building renovation/addition project. Board president Deb Stortvedt recognized Linda Hanson, library secretary, for her 34 years of service to the library and to the Board, and the Board presented her with flowers. Linda will be retiring from the library effective April 2.
- The 2021 Adult Library Program (ALP) will be held from April 4-May 16. Last year the program had to be moved back to the fall due to COVID-19, but this year it returns to its usual spring placement. This year's theme is "Tails & Tales." The ALP includes an online reading challenge through the Beanstack app, as well as a number of events including a book scavenger hunt in the library, pub trivia at DJ's Dugout, online literary-themed games, Humanities Nebraska guest speakers and musicians via Zoom, and 18 activity and craft take-home kits. Prizes include two Kindle Fires, as well as pet and coffee related gift baskets.
- Bellevue Public Library staff have met at the library with a team from Leo A Daly to talk about the renovation/addition project at the library on March 8, 15, and 22. The Leo A Daly team is working on the "programming" portion of their design phase, visiting with staff about workflow, space requirements, collection numbers and space needs, prioritized items for possible re-allocation of spaces, electrical demands, etc. Joining the discussion on March 22 was Kathleen Crawford-Rose, vice president of the Bellevue Public Library Advisory Board.
- The library began circulating its new, themed movie Binge Box collection the week of March 8th. One binge box per card is allowed and does not count against a cardholder's regular DVD checkouts. Boxes will fit in the outside bookdrop. Boxes check out for a week and can be renewed for a second week. The ratings for all movies are indicated on the cover of the box.
- The installation of the Innovation Studio through the Nebraska Library Commission is scheduled for the week of April 12, with training on the various maker machines to be held virtually and in person with NLC staff that week. The library will host the Studio for about 20 weeks.
- The first-ever virtual Seussathon on March 2 was a success. All 15-minute time slots for guest readers were filled, running from 9 a.m. to 6 p.m. that day. Michelle Bullock, Children's Librarian, estimates that between 500 and 600 people participated virtually during some portion of the day.

Fire (See Attached)

1. Month-end/Year-end financials

March 2021 YTD numbers reflecting favorable results. Full year is expected to track budget.

City of Bellevue

City-Wide Financials - Year-To-Date March 2021 (Estimated)

	YTD March 2021 (Estimated)				Full Year 2021 Forecast		
	Actual + Mar 2021 Est	Budget	Variance	Prior Year Actual	Actual	Budget	Variance
Revenues							
Property Taxes	10,548,436	10,548,436	-	7,763,777	28,715,639	28,715,639	-
Sales Taxes	1,107,160	1,062,608	44,552	919,158	12,751,300	12,751,300	-
Occupation/Business Taxes	48,884	153,435	(104,551)	82,399	2,221,283	2,221,283	-
Other Revenues	2,283,816	4,432,144	(2,148,328)	11,586,075	55,624,196	55,624,196	-
Total Revenues	13,988,296	16,196,623	(2,208,327)	20,351,409	99,312,418	99,312,418	-
Expenditures							
Personnel	2,605,101	2,506,775	(98,326)	2,286,284	32,805,878	32,805,878	-
Department Expenditures	1,484,283	1,787,257	302,974	1,516,383	22,820,155	22,820,155	-
Capital Expenditures	218,852	44,806	(174,046)	212,058	25,998,506	25,998,506	-
Other Expenditures	45,073	2,655,358	2,610,285	8,701,897	15,687,879	15,687,879	-
Total Expenditures	4,353,309	6,994,196	2,640,887	12,716,622	97,312,418	97,312,418	-
Net Revenues	9,634,987	9,202,427	432,560	7,634,787	2,000,000	2,000,000	-
Cash Balance	29,138,763			24,946,035			

2. Debt (No Change To Budget)

Debt increased with annexations, as planned. Manageable.

City of Bellevue
2020-21 Annual Budget
Bonded Indebtedness

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-19	\$ 53,370,000	1.57%	\$ 7,505,000	\$ 2,415,000	\$43,450,000	1.28%
Principal Payments During Year	(4,955,000)		\$ (410,000)	\$ (240,000)	\$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		\$ -	\$ -	\$30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$69,635,000	1.59%
Principal Payments During Year	(5,390,000)		\$ (435,000)	\$ (250,000)	\$ (4,705,000)	
New Debt To Be Issued	13,640,000		\$ 5,340,000	\$ 1,700,000	\$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	\$ 87,155,000	1.99%	\$ 12,000,000	\$ 3,625,000	\$71,530,000	1.63%

Valuation: \$4,379,801,232 (Valuation "re-certified" by Assessor to \$4,375,426,659 on 9/18/2020)

3. Budget Summary (No Change)

**City of Bellevue
Cash Roll-Forward
2020-21 Annual Budget**

	<u>Total</u>
Forecasted Fund Balance (Cash) at 09-30-20	\$ 21,230,661.63
Budgeted Revenues	\$ 99,312,417.54
Budgeted Expenditures	\$ 97,312,417.54
Budgeted Net Increase	\$ 2,000,000.00
Budgeted Fund Balance (Cash) at 09-30-21	\$ 23,230,661.63

4. Finance Activities (other than regular A/R, A/P and accounting)

- a. Completed FYE2020 audit and submitted to Nebraska Auditor of Public Accounts. Also distributed to other interested parties. Attached to this Agenda.
- b. Started crafting the 2021-2022 budget.

City of Bellevue, Nebraska

Independent Auditor's Report and Financial Statements

September 30, 2020

City of Bellevue, Nebraska

September 30, 2020

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Independent Auditor's Report

The Honorable Mayor and Members of the City Council
City of Bellevue, Nebraska

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Bellevue, Nebraska (the "City"), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bellevue, Nebraska as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison information for the General Fund and the Community Betterment Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension and other postemployment benefit information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

BKD, LLP

Omaha, Nebraska
March 29, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the City of Bellevue, Nebraska (the City) offers the readers of the City's financial statements this narrative overview and a brief analysis of the financial activities of the City for the fiscal year ended September 30, 2020. The City's financial performance is discussed and analyzed within the context of the accompanying financial statements and notes to the financial statements.

This was a remarkable year. Bellevue continued with growth and development of our community by effectuating one of its largest growth periods in its history and, then, successfully dealing with a world-wide pandemic during the second half of the year.

FINANCIAL HIGHLIGHTS

- During the first part of the year, the City annexed 14 Sanitary and Improvement Districts (SIDs) and numerous unincorporated areas, increasing the City's population to 60,527 (13%) and its valuation to \$4,375,426,659 (29%). This action helps create a contiguous area that enhances many demographic factors and helps Bellevue to continue to build its unique brand. It also cushioned the effect of the devastating pandemic known as COVID-19 that hit the world and our city in the second half of the fiscal year.
- In addition to growth, and amidst the pandemic, the City managed to complete its decade-long transition to a full-time fire department and maintain and enhance its parks and improve its streets. Specifically, the City:
 - Improved 8.67 lane-miles of streets
 - Replaced Whitted Creek bridge at 25th Street
 - Repaired, maintained and upgraded the sanitary sewer system
- The City's total net position, as reported on the full accrual basis of accounting and presented on page 11, of \$67,111,559 at September 30, 2020, increased by \$2,228,002 from the prior year. The net position is the net assets plus deferred outflows of the City less its liabilities plus deferred inflows. Within the City's total net position, business-type (Waste water utility) activities increased and governmental activities decreased.
- The City's total long-term debt increased \$25,962,998 (47%) to \$80,631,871 during the current fiscal year primarily due to annexation that was offset by aggressive refinancing of the debt. The City refinanced \$42,195,000 (refunding bonds) in the current year that improved cash flow over the life of the bonds by \$5,132,000.
- The City's total governmental fund balance, as reported on the modified accrual basis of accounting and presented on page 13, increased \$604,165 to \$21,502,385 as of September 30, 2020. Of that amount, \$8,616,868 (40%), is unassigned and available to fund City operations in the General Fund.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements include: (1) government-wide financial statements presented on a full accrual basis, (2) fund financial statements presented on a modified accrual basis, and (3) notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The City's government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to private-sector business. Information for fiscal years 2016 and prior has not been restated for adoption of GASB 75 (*Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*).

The *Statement of Net Position* presents information on all of the City's assets, deferred outflows of resources, and liabilities with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

City of Bellevue Government-Wide Net Position Trend September 30, 2016-2020

	2016	2017	2018	2019	2020
Total net position	\$55,647,612	\$59,304,429	\$59,318,120	\$64,883,557	\$67,111,559

The *Statement of Activities* presents information showing how the City's net position changed during the year ended September 30, 2020. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned, but unused vacation leave).

Government-wide financial statements distinguish governmental activities of the City that are principally supported by taxes and intergovernmental revenues from business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges. Governmental activities include general government, public safety, streets and highways, planning and zoning, economic and community development, parks and recreation, the library, the cemetery, permits and inspections, transportation services, engineering, and fleet management. Business-type activities include the City's waste water utility.

The government-wide financial statements can be found on pages 11-12 of this report.

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements. For September 30, 2020, governmental fund assets were \$21.5 million more than liabilities and deferred inflows of resources (fund balance), including \$8,616,868 of unassigned fund balance, indicating the ability to adequately fund the current operating cycle.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. To that end, both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliations to governmental funds and governmental activities on pages 14 and 16, respectively, of this report.

The City maintained seven individual governmental funds during the fiscal year. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General fund, the Community Betterment fund, and the Debt Service fund, which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. The non-major funds are Community Development, Economic Development, Law Enforcement Trust and Federal Forfeitures.

The basic governmental fund financial statements can be found on pages 13-16 of this report.

The City adopted an appropriated budget for 2019-2020. A budgetary comparison statement has been provided for the General and Community Betterment major funds on pages 17 and 18 to demonstrate compliance with the portion of the budget related to FY 2020.

Proprietary funds are reported in the fund financial statements and generally report services for which the City charges customers a fee. There are two kinds of proprietary funds. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide statements. The city uses an enterprise fund to account for its waste water utility.

The basic proprietary fund financial statements can be found on pages 19-21 of this report.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements can be found on pages 22-53 of this report.

OTHER INFORMATION

In addition to the basic financial statements and accompanying notes, this report also presents (1) certain required supplementary information concerning the City's progress in funding its obligation to provide pension benefits to its police employees, and to provide other postemployment benefits to all full-time employees (found on pages 54-56 of this report), (2) supplementary information reporting the schedule of expenditures of federal awards (found on pages 57-58 of this report).

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by \$67,111,559 at September 30, 2020.

The City's investment in capital assets (e.g., land, buildings, improvements, infrastructure, and machinery and equipment), less any related debt used to acquire those assets that is still outstanding, was \$51,910,268 at September 30, 2020 (77% of City's net position). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Bellevue Condensed Statement of Net Position Condensed Statement of Net Position September 30, 2020 and 2019

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and other assets	\$ 27,984,712	\$ 25,285,451	\$ 3,694,228	\$ 3,400,269	\$ 31,678,940	\$ 28,685,720
Capital assets	114,585,858	96,907,070	17,966,711	10,553,443	132,552,569	107,460,513
Total assets	142,570,570	122,192,521	21,660,939	13,953,712	164,231,509	136,146,233
Deferred outflows of resources	4,535,655	2,929,954	25,411	19,339	4,561,066	2,949,293
Current liabilities	13,525,818	11,094,886	1,598,437	1,952,112	15,124,255	13,046,998
Long-term liabilities outstanding	83,243,366	57,905,349	2,180,460	2,509,143	85,423,826	60,414,492
Total liabilities	96,769,184	69,000,235	3,778,897	4,461,255	100,548,081	73,461,490
Deferred inflows of resources	1,110,276	735,469	22,659	15,010	1,132,935	750,479
Net position:						
Net investment in capital assets	36,360,059	44,950,976	15,550,209	7,802,819	51,910,268	52,753,795
Restricted	14,304,667	10,059,071	-	-	14,304,667	10,059,071
Unrestricted	(1,437,961)	376,724	2,334,585	1,693,967	896,624	2,070,591
Total net position	\$ 49,226,765	\$ 55,386,771	\$ 17,884,794	\$ 9,496,786	\$ 67,111,559	\$ 64,883,557

At September 30, 2020, \$14,304,667 (21% of City net position) represents resources that are subject to external restrictions on their use. The City's governmental activities' unrestricted net position of (\$1,437,961) is a short-term timing issue. The City will have sufficient cash-on-hand to fund the liabilities as they come due. The City also has an inter-fund borrowing resolution that allows short-term funding solutions to seasonal cash flow issues.

City of Bellevue Condensed Statement of Activities
Condensed Statement of Activities
September 30, 2020 and 2019

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Program revenues						
Charges for services	\$ 10,351,765	\$ 11,205,043	\$ 9,659,275	\$ 9,166,815	\$ 20,011,040	\$ 20,371,858
Operating grants and contributions	7,445,867	6,174,365	-	-	7,445,867	6,174,365
Capital grants and contributions	2,057,065	2,489,108	-	-	2,057,065	2,489,108
General revenues						
Property taxes	26,339,692	20,662,489	-	-	26,339,692	20,662,489
In-lieu of taxes	1,562,400	2,038,185	-	-	1,562,400	2,038,185
Sales and use taxes	12,808,474	12,013,965	-	-	12,808,474	12,013,965
Occupation taxes	1,173,418	1,498,769	-	-	1,173,418	1,498,769
State aid	2,239,903	1,298,874	-	-	2,239,903	1,298,874
Unrestricted investment earnings	164,680	38,417	4,325	-	169,005	38,417
Miscellaneous and general revenues	624,632	1,016,362	(263,000)	(72,581)	361,632	943,781
Net position assumed from annexations	(12,349,977)	-	7,664,684	-	(4,685,293)	-
Total revenues	52,417,919	58,435,577	17,065,284	9,094,234	69,483,203	67,529,811
Program expenses						
General government	8,748,704	7,515,045	-	-	8,748,704	7,515,045
Public safety	23,991,318	22,832,004	-	-	23,991,318	22,832,004
Community development	3,480,142	2,602,176	-	-	3,480,142	2,602,176
Public works	20,194,022	19,409,295	-	-	20,194,022	19,409,295
Interest of long-term debt	2,163,739	1,769,154	-	-	2,163,739	1,769,154
Waste water			8,677,276	7,836,700	8,677,276	7,836,700
Total expenses	58,577,925	54,127,674	8,677,276	7,836,700	67,255,201	61,964,374
Changes in net position	(6,160,006)	4,307,903	8,388,008	1,257,534	2,228,002	5,565,437
Net position - beginning of year	55,386,771	51,078,868	9,496,786	8,239,252	64,883,557	59,318,120
Net position - end of year	\$ 49,226,765	\$ 55,386,771	\$ 17,884,794	\$ 9,496,786	\$ 67,111,559	\$ 64,883,557

GOVERNMENTAL ACTIVITIES

As previously stated, the *Statement of Activities* presents information showing how the City's net position changed during the year. Activities as described in this section are reported on the full accrual basis, such that all changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned, but unused vacation leave).

Governmental activities' net position decreased by \$6,160,006 for fiscal year 2020.

Revenues, without the effect of assumed annexation net position, increased by \$6,332,319 (11%) mostly due to annexed areas property taxes. Associated expenses increased by \$4,450,251 (8%).

BUSINESS-TYPE ACTIVITIES

Business-type activities, related to the City-owned waste water utility, increased the City's net position by \$8,388,008. Of that amount, \$7,664,684 was due to annexation assumed net position. Contractual service fees, primarily paid to the City of Omaha for waste water utility services and Metropolitan Utilities District for billing and collection services, totaled \$6,571,316 (76%) of the total program expenses.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GOVERNMENTAL FUNDS

Governmental fund financial statements are reported on the modified accrual basis, with the focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary spending at the end of the fiscal year.

City of Bellevue					
Unassigned Governmental Fund Balance Trend					
Trend - September 30, 2016-2020					
	2016	2017	2018	2019	2020
Unassigned fund balance	\$8,850,289	\$6,849,094	\$6,667,311	\$11,118,426	\$8,616,868

At the end of the current fiscal year, the City's governmental funds reported combined ending total fund balances of \$21,502,385, an increase of \$604,165 in comparison with the prior year. Of this total amount, \$8,616,868 (40%) constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance is not available for new spending because it is (1) restricted for debt service \$7,098,189, (2) restricted for community betterment \$3,500,586, (3) restricted for community development \$187,798, (4) restricted for economic development \$1,581,966 (5) restricted for public safety \$53,425, (6) non-spendable inventory \$415,309 or (7) non-spendable prepaid expenses \$48,244.

The General Fund is the primary operating fund of the City. At September 30, 2020, the unassigned fund balance of the General Fund was \$8,616,868 or 40% of the total governmental fund balance. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 15% of total general fund expenditures.

The Community Betterment Fund had a total fund balance of \$3,500,586, an increase of \$15,356 in comparison to the prior year. Total revenue from the City's lottery operations and associated investment income was \$991,636, an increase of 3%. Qualified community betterment spending was \$976,280 in the current year. This included funding of \$750,000 for Economic Development.

The Debt Service Fund had a total fund balance of \$7,098,189, an increase of \$1,991,199 in comparison to the prior year. Bond and loan proceeds of \$39,877,392 plus fund revenues of \$11,863,911, primarily due to property taxes, and totaling \$51,741,303 were offset by \$49,750,104 of expenditures primarily due to debt service payments and bond refunding activity.

PROPRIETARY FUND

The City's proprietary fund information can be found in the government-wide financial statements under Business-type Activities and is related to Waste water operations. Unrestricted net position of the Waste water enterprise fund increased \$640,618 to \$2,334,585 at September 30, 2020.

GENERAL FUND BUDGETARY HIGHLIGHTS

REVENUES

Total General Fund revenues were \$8,520,320 (14%) unfavorable to the amended, budgeted revenues of \$61,777,208 primarily due to the delay of FEMA receipts.

EXPENDITURES

Total General Fund expenditures were \$14,667,003 (21%) favorable to the amended, budgeted expenditures of \$70,584,458 primarily due to:

- Public Work's facilities were not initiated
- Delays in hiring, lower operating costs

OTHER FINANCING SOURCES

Other financing sources of the General Fund were \$6,215,520 (85%) unfavorable to the amended, budgeted amount of \$7,307,250 due to the decision not to issue new bonds for projects and, instead, use existing cash.

CAPITAL EXPENDITURES AND DEBT ADMINISTRATION

CAPITAL ASSETS

The City's capital assets for its governmental and business-type activities as of September 30, 2020, totaled \$132,552,569 (net of accumulated depreciation), an increase of \$25,092,056 (23%), primarily due to annexations. This investment in capital assets included streets and highways, bridges, buildings, machinery and equipment, parks, waste water facilities and lines, automobiles and recreation facilities.

Major capital asset events during the fiscal year included the acquisition of annexation assets, along with their accumulated depreciation, public safety vehicles and equipment, park and playground improvements, sewer system improvements and costs associated with 36th street widening and 25th street improvements.

Additional information on the City's capital assets can be found in Note 7 of the notes to the financial statements on pages 32-33 of this report.

The City's expenditures also included items that were significant but did not meet the criteria for capitalization and, therefore, are reflected in current year expenses such as overlays that were 2" or less and bridge repairs, amounting to \$2,720,125, communication and information systems equipment and software where individual items were less than \$10,000 each, amounting to \$304,827.

LONG-TERM DEBT

At the end of the current fiscal year, the City had total bonded debt outstanding of \$78,905,000 at par, unamortized bond premium of \$636,742 and capital lease obligations of \$1,090,129.

City of Bellevue Outstanding Long-Term Debt September 30, 2020 and 2019

	<u>Governmental Activities</u>		<u>Business-Type Activities</u>		<u>Total</u>	
	<u>2020</u>	<u>2019</u>	<u>2020</u>	<u>2019</u>	<u>2020</u>	<u>2019</u>
General obligation bonds	\$ 64,325,000	\$ 37,670,000	\$ -	\$ -	\$ 64,325,000	\$ 37,670,000
Public safety tax anticipation bonds	9,805,000	10,420,000	-	-	9,805,000	10,420,000
Redevelopment revenue bonds	2,600,000	2,865,000	-	-	2,600,000	2,865,000
Unamortized Bond Premium	636,742	238,385	-	-	636,742	238,385
Revenue refunding bonds	-	-	2,175,000	2,415,000	2,175,000	2,415,000
Capital lease obligations	848,627	735,428	241,502	325,060	1,090,129	1,060,488
Total	<u>\$ 78,215,369</u>	<u>\$ 51,928,813</u>	<u>\$ 2,416,502</u>	<u>\$ 2,740,060</u>	<u>\$ 80,631,871</u>	<u>\$ 54,668,873</u>

ECONOMIC FACTORS AND FUTURE BUDGETS AND RATES

The budget for 2020-2021 was approved in September 2020 by the City of Bellevue. The key economic factors expected to impact future budgets and rates are:

- The tax levy rate was set at .610610 per \$100 of valuation for taxes due December 31, 2020. The property valuation increased \$982,573,556 (29%) from \$3,392,853,103 to \$4,375,426,659 which includes the annexation of 14 SIDs and numerous other areas. This is estimated to result in added property tax revenue of \$6 million during the 2020-21 fiscal year.
- The City requested CARES ACT funding subsequent to its fiscal year-end. Almost \$4 million has been received and will assist the City in offsetting the costs of the pandemic.

These factors, except where noted, were considered in preparing the City's budget for the 2020-21 fiscal year.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Bellevue's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Bellevue, Finance Director, 1500 Wall Street, Bellevue, Nebraska 68005.

City of Bellevue, Nebraska
Statement of Net Position
September 30, 2020

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 19,268,894	\$ 2,513,899	\$ 21,782,793
Receivables, net	3,656,145	1,159,669	4,815,814
Due from other governments, net	4,596,120	-	4,596,120
Inventories	415,309	-	415,309
Prepaid expenses	48,244	20,660	68,904
Capital assets			
Non-depreciable	21,026,931	-	21,026,931
Depreciable, net	93,558,927	17,966,711	111,525,638
Total assets	<u>142,570,570</u>	<u>21,660,939</u>	<u>164,231,509</u>
Deferred Outflows of Resources			
Deferred loss on refunded debt	1,559,965	-	1,559,965
Deferred outflows on pension	1,730,574	-	1,730,574
Deferred outflows on OPEB	1,245,116	25,411	1,270,527
	<u>4,535,655</u>	<u>25,411</u>	<u>4,561,066</u>
Liabilities			
Accounts payable and accrued expenses	3,163,925	1,195,454	4,359,379
Interest payable	341,060	17,315	358,375
Compensated absences			
Payable within one year	2,300,000	40,000	2,340,000
Payable in more than one year	3,198,120	43,813	3,241,933
Claims and judgments	909,188	-	909,188
Unearned revenue	164,356	-	164,356
Other long-term liabilities			
Payable within one year	20,269	-	20,269
Payable in more than one year	2,518,506	-	2,518,506
Pension and other postemployment benefits			
Payable within one year	483,728	9,872	493,600
Payable in more than one year	5,454,663	55,941	5,510,604
Long-term debt, net			
Payable within one year	6,143,292	335,796	6,479,088
Payable in more than one year	72,072,077	2,080,706	74,152,783
Total liabilities	<u>96,769,184</u>	<u>3,778,897</u>	<u>100,548,081</u>
Deferred Inflows of Resources			
Deferred inflows on OPEB	1,110,276	22,659	1,132,935
Net Position			
Net investment in capital assets	36,360,059	15,550,209	51,910,268
Restricted			
Debt service	8,980,892	-	8,980,892
Community betterment	3,500,586	-	3,500,586
Community development	187,798	-	187,798
Economic development	1,581,966	-	1,581,966
Public safety	53,425	-	53,425
Unrestricted	(1,437,961)	2,334,585	896,624
Total net position	<u>\$ 49,226,765</u>	<u>\$ 17,884,794</u>	<u>\$ 67,111,559</u>

City of Bellevue, Nebraska

Statement of Activities

Year Ended September 30, 2020

	Program Revenues			Net Revenues (Expenses) and Changes in Net Position		
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Functions/Programs						
Governmental Activities						
General government	\$ 8,748,704	\$ 1,196,064	\$ 441,310	\$ (5,433,846)	\$ -	\$ (5,433,846)
Public safety	23,991,318	476,647	-	(20,618,647)	-	(20,618,647)
Community development	3,480,142	-	-	(2,490,693)	-	(2,490,693)
Public works	20,194,022	5,773,156	1,615,755	(8,016,303)	-	(8,016,303)
Interest on long-term debt	2,163,739	-	-	(2,163,739)	-	(2,163,739)
Total governmental activities	<u>58,577,925</u>	<u>7,445,867</u>	<u>2,057,065</u>	<u>(38,723,228)</u>	<u>-</u>	<u>(38,723,228)</u>
Business-Type Activities						
Waste water	8,677,276	9,659,275	-	-	981,999	981,999
Total business-type activities	<u>8,677,276</u>	<u>9,659,275</u>	<u>-</u>	<u>-</u>	<u>981,999</u>	<u>981,999</u>
Total primary government	<u>\$ 67,255,201</u>	<u>\$ 7,445,867</u>	<u>\$ 2,057,065</u>	<u>(38,723,228)</u>	<u>981,999</u>	<u>(37,741,229)</u>
General Revenues						
Property taxes				26,339,692	-	26,339,692
Payments in-lieu of taxes and franchise taxes				1,562,400	-	1,562,400
Sales and use taxes				12,808,474	-	12,808,474
Occupation taxes				1,173,418	-	1,173,418
State aid				2,239,903	-	2,239,903
Unrestricted investment earnings				164,680	4,325	169,005
Miscellaneous general revenues				361,632	-	361,632
Transfers				263,000	(263,000)	-
Net position received (assumed) from annexation				(12,349,977)	7,664,684	(4,685,293)
Total general revenues				<u>32,563,222</u>	<u>7,406,009</u>	<u>39,969,231</u>
Change in Net Position				<u>(6,160,006)</u>	<u>8,388,008</u>	<u>2,228,002</u>
Net Position - Beginning of Year				<u>55,386,771</u>	<u>9,496,786</u>	<u>64,883,557</u>
Net Position - End of Year				<u>\$ 49,226,765</u>	<u>\$ 17,884,794</u>	<u>\$ 67,111,559</u>

City of Bellevue, Nebraska
Balance Sheet
Governmental Funds
September 30, 2020

	General Fund	Community Betterment Fund	Debt Service Fund	Other Governmental Funds	Total
Assets					
Cash and cash equivalents	\$ 8,435,405	\$ 3,476,567	\$ 7,045,422	\$ 311,500	\$ 19,268,894
Receivables, net	1,613,056	89,169	1,935,470	18,450	3,656,145
Due from other governments	4,596,120	-	-	-	4,596,120
Inventories	415,309	-	-	-	415,309
Prepaid expenses	48,244	-	-	-	48,244
	<u>15,108,134</u>	<u>3,565,736</u>	<u>8,980,892</u>	<u>329,950</u>	<u>27,984,712</u>
Total assets	<u>\$ 15,108,134</u>	<u>\$ 3,565,736</u>	<u>\$ 8,980,892</u>	<u>\$ 329,950</u>	<u>\$ 27,984,712</u>
Liabilities					
Accounts payable and accrued expenses	\$ 3,067,103	\$ 65,150	\$ -	\$ 11,242	\$ 3,143,495
Claims payable	29,397	-	-	-	29,397
Unearned revenue	85,071	-	-	77,485	162,556
	<u>3,181,571</u>	<u>65,150</u>	<u>-</u>	<u>88,727</u>	<u>3,335,448</u>
Total liabilities	<u>3,181,571</u>	<u>65,150</u>	<u>-</u>	<u>88,727</u>	<u>3,335,448</u>
Deferred Inflows of Resources					
Unavailable revenues	1,264,176	-	1,882,703	-	3,146,879
	<u>1,264,176</u>	<u>-</u>	<u>1,882,703</u>	<u>-</u>	<u>3,146,879</u>
Fund Balances					
Nonspendable					
Inventory	415,309	-	-	-	415,309
Prepaid expenses	48,244	-	-	-	48,244
Restricted for					
Debt service	-	-	7,098,189	-	7,098,189
Community betterment	-	3,500,586	-	-	3,500,586
Community development	-	-	-	187,798	187,798
Economic development	1,581,966	-	-	-	1,581,966
Public safety	-	-	-	53,425	53,425
Unassigned	8,616,868	-	-	-	8,616,868
	<u>10,662,387</u>	<u>3,500,586</u>	<u>7,098,189</u>	<u>241,223</u>	<u>21,502,385</u>
Total fund balances	<u>10,662,387</u>	<u>3,500,586</u>	<u>7,098,189</u>	<u>241,223</u>	<u>21,502,385</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 15,108,134</u>	<u>\$ 3,565,736</u>	<u>\$ 8,980,892</u>	<u>\$ 329,950</u>	<u>\$ 27,984,712</u>

City of Bellevue, Nebraska
Reconciliation of the Balance Sheet
of Governmental Funds to the
Statement of Net Position
September 30, 2020

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances of governmental funds.	\$ 21,502,385
Capital assets used in governmental activities are not financial resources and, therefore, not reported in the funds.	114,585,858
Deferred inflows of resources related to OPEB do not represent an obligation of current financial resources, and, therefore, are not reported in the funds.	(1,110,276)
Deferred inflows of resources for unavailable revenues are not available to pay current period expenditures and, therefore, not recognized in the funds.	3,146,879
A portion of the accrued claims and judgments liability requires the use of unavailable financial resources and, therefore, is not reported in the funds.	(879,791)
Deferred outflows of resources related to OPEB and pension are not current financial resources, and, therefore, are not reported in the funds.	2,975,690
Deferred outflows of resources related to the loss on refunded debt are not current financial resources, and, therefore, are not reported in the funds.	1,559,965
Long-term liabilities, including bonds and leases payable, and related interest, are not due and payable in the current period and, therefore, not reported in the funds.	(78,556,429)
Other long-term liabilities are not due and payable in the current period and, therefore, not reported in the funds. Amount includes pension and OPEB liabilities.	<u>(13,997,516)</u>
Net position of governmental activities	<u>\$ 49,226,765</u>

City of Bellevue, Nebraska
Statement of Revenues, Expenditures and
Changes in Fund Balances – Governmental Funds
Year Ended September 30, 2020

	General Fund	Community Betterment Fund	Debt Service Fund	Other Governmental Funds	Total
Revenues					
Property tax	\$ 18,032,095	\$ -	\$ 7,927,162	\$ -	\$ 25,959,257
Payments in-lieu of taxes and franchise taxes	1,745,408	-	169,261	-	1,914,669
Sales and use tax	12,808,474	-	-	-	12,808,474
Occupation tax	1,140,018	-	-	-	1,140,018
Permits and licenses	1,284,757	-	-	-	1,284,757
Fees	1,524,597	-	-	-	1,524,597
Charges for services	4,407,533	-	-	-	4,407,533
Intergovernmental	11,982,619	-	11,051	446,949	12,440,619
Investment income	11,862	2,186	10,049	573	24,670
Lottery	-	989,450	-	-	989,450
Reimbursements	393,696	-	-	-	393,696
Annexation revenues	324,579	-	3,746,249	-	4,070,828
Miscellaneous	361,220	-	139	99	361,458
Total revenues	54,016,858	991,636	11,863,911	447,621	67,320,026
Expenditures					
Current					
General government	5,513,905	-	94,170	-	5,608,075
Public safety	22,559,022	-	-	16,214	22,575,236
Community development	2,792,980	226,280	-	435,990	3,455,250
Public works	13,981,965	-	-	-	13,981,965
Capital outlay	10,578,222	-	-	-	10,578,222
Debt service					
Principal	804,566	-	20,095,000	-	20,899,566
Bond issue costs	-	-	600,913	-	600,913
Interest and fiscal charges	275,005	-	2,599,740	-	2,874,745
Total expenditures	56,505,665	226,280	23,389,823	452,204	80,573,972
Excess (Deficiency) Of Revenues Over (Under) Expenditures	(2,488,807)	765,356	(11,525,912)	(4,583)	(13,253,946)
Other Financing Sources (Uses)					
Refunding bonds issued	-	-	39,445,000	-	39,445,000
Premium on debt issued	-	-	432,392	-	432,392
Payment to refunded bond escrow agent	-	-	(26,282,281)	-	(26,282,281)
Transfers in (out), net	1,091,000	(750,000)	(78,000)	-	263,000
Total other financing sources (uses)	1,091,000	(750,000)	13,517,111	-	13,858,111
Change in Fund Balances	(1,397,807)	15,356	1,991,199	(4,583)	604,165
Fund Balances - Beginning of Year	12,060,194	3,485,230	5,106,990	245,806	20,898,220
Fund Balances - End of Year	\$ 10,662,387	\$ 3,500,586	\$ 7,098,189	\$ 241,223	\$ 21,502,385

City of Bellevue, Nebraska
Reconciliation of the Statement of Revenues, Expenditures and Changes
in Fund Balances of Governmental Funds to the Statement of Activities
Year Ended September 30, 2020

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$ 604,165
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation expense in the current period, including the effects of assets assumed in annexation.	17,599,607
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items, including the effects of long-term debt assumed in annexation.	(24,500,909)
Certain expenses (e.g. compensated absences and claims and judgments) reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(1,006,299)
Changes in net pension and total OPEB liability, deferred outflows and deferred inflows related to total pension and total OPEB liability do not represent financial activity in the governmental funds.	12,987
Amortization of deferred amounts on refunding does not represent financial activity in the governmental funds.	(63,196)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds and change in revenues in fund statements previously recognized in the statement of activities.	<u>1,193,639</u>
Change in net position of governmental activities	<u><u>\$ (6,160,006)</u></u>

City of Bellevue, Nebraska
Statement of Revenues, Expenditures and Changes in Fund Balance –
Budget and Actual (Budget Basis)
General Fund
Year Ended September 30, 2020

	Budgeted Amount		Actual	Variance With Final Positive (Negative)
	Original	Final		
Revenues				
Property tax	\$ 16,260,285	\$ 18,177,959	\$ 17,697,724	\$ (480,235)
In-lieu of tax	904,000	983,126	944,784	(38,342)
Sales tax	11,327,700	10,877,643	12,542,026	1,664,383
Franchise tax	842,500	835,224	820,327	(14,897)
Occupation taxes	1,509,807	1,214,240	1,070,110	(144,130)
Permits, fees and licenses	6,321,835	6,709,946	7,318,005	608,059
Intergovernmental	18,748,702	21,492,023	11,281,390	(10,210,633)
Miscellaneous and reimbursements	273,635	1,487,047	1,582,522	95,475
Total revenues	56,188,464	61,777,208	53,256,888	(8,520,320)
Expenditures				
Current				
General services	6,328,527	6,913,888	5,430,447	1,483,441
Public safety	25,042,716	25,506,042	23,337,042	2,169,000
Community development	6,329,689	7,812,707	6,199,508	1,613,199
Public works	25,287,532	30,351,821	20,950,458	9,401,363
Total expenditures	62,988,464	70,584,458	55,917,455	14,667,003
Deficiency of Revenues Under Expenditures	(6,800,000)	(8,807,250)	(2,660,567)	6,146,683
Other Financing Sources				
Proceeds from issuance of bonds and notes	5,709,000	6,216,250	730	(6,215,520)
Transfers in (out), net	1,091,000	1,091,000	1,091,000	-
Total other financing sources	6,800,000	7,307,250	1,091,730	(6,215,520)
Change in Fund Balance	\$ -	\$ (1,500,000)	\$ (1,568,837)	\$ (68,837)

City of Bellevue, Nebraska
Statement of Revenues, Expenditures and Changes in Fund Balance –
Budget and Actual (Budget Basis)
Community Betterment Fund
Year Ended September 30, 2020

	Budgeted Amount		Actual	Variance With Final Positive (Negative)
	Original	Final		
Revenues				
Investment income	\$ 2,147	\$ 2,368	\$ 2,186	\$ (182)
Lottery	1,044,860	806,270	970,204	163,934
Total revenues	<u>1,047,007</u>	<u>808,638</u>	<u>972,390</u>	<u>163,752</u>
Expenditures				
Community development	<u>297,007</u>	<u>258,638</u>	<u>208,182</u>	<u>50,456</u>
Total expenditures	<u>297,007</u>	<u>258,638</u>	<u>208,182</u>	<u>50,456</u>
Excess of Revenues Over Expenditures	750,000	550,000	764,208	214,208
Other Financing Uses				
Transfers in (out), net	<u>(750,000)</u>	<u>(750,000)</u>	<u>(750,000)</u>	<u>-</u>
Total other financing uses	<u>(750,000)</u>	<u>(750,000)</u>	<u>(750,000)</u>	<u>-</u>
Change in Fund Balance	<u>\$ -</u>	<u>\$ (200,000)</u>	<u>\$ 14,208</u>	<u>\$ 214,208</u>

City of Bellevue, Nebraska
Balance Sheet
Proprietary Fund
September 30, 2020

	<u>Waste Water Fund</u>
Assets	
Current Assets	
Cash and cash equivalents	\$ 2,513,899
Receivables	1,159,669
Prepaid expenses	<u>20,660</u>
Total current assets	<u>3,694,228</u>
Capital Assets	
Plant and distribution lines	38,266,357
Building and equipment	2,007,281
Accumulated depreciation	<u>(22,306,927)</u>
Total capital assets, net	<u>17,966,711</u>
Total assets	<u>21,660,939</u>
Deferred Outflows of Resources	
Deferred outflows on OPEB	<u>25,411</u>
Total assets and deferred outflows of resources	<u><u>\$ 21,686,350</u></u>
Liabilities, Deferred Inflows of Resources and Net Position	
Current Liabilities	
Accounts payable and accrued expenses	\$ 1,195,454
Interest payable	17,315
Compensated absences	40,000
Current portion of OPEB liability	9,872
Current portion of long-term debt	<u>335,796</u>
Total current liabilities	<u>1,598,437</u>
Noncurrent Liabilities	
Compensated absences	43,813
Other postemployment benefits	55,941
Long-term debt	<u>2,080,706</u>
Total noncurrent liabilities	<u>2,180,460</u>
Total liabilities	<u>3,778,897</u>
Deferred Inflows of Resources - OPEB	
	<u>22,659</u>
Net Position	
Net investment in capital assets	15,550,209
Unrestricted	<u>2,334,585</u>
Total net position	<u>17,884,794</u>
Total liabilities, deferred inflows of resources and net position	<u><u>\$ 21,686,350</u></u>

City of Bellevue, Nebraska
Statement of Revenues, Expenses
and Changes in Fund Net Position
Proprietary Fund
Year Ended September 30, 2020

	Waste Water Fund
Operating Revenues	
Charges for services	\$ 9,659,275
Investment income	4,325
	9,663,600
Operating Expenses	
Personal services	735,817
Operation and maintenance	262,486
Contractual services	6,571,316
Supplies and materials	25,945
Depreciation and amortization	1,013,988
	8,609,552
Operating Income	1,054,048
Nonoperating Income (Expenses)	
Annexation revenue	7,664,684
Interest expense	(67,724)
	7,596,960
Change in net position before transfers	8,651,008
Transfers Out	(263,000)
Change In Net Position	8,388,008
Net Position - Beginning of Year	9,496,786
Net Position - End of Year	\$ 17,884,794

City of Bellevue, Nebraska
Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2020

	Waste Water Fund
Cash Flows from Operating Activities	
Receipts from customers	\$ 9,512,376
Payments to suppliers	(7,244,834)
Payments to employees	(726,735)
	<u>1,540,807</u>
Cash Flows from Noncapital Financing Activities	
Transfers to other funds	(263,000)
Net change in interfund borrowings	(31,318)
	<u>(294,318)</u>
Cash Flows from Capital and Related Financing Activities	
Purchase of capital assets	(762,572)
Principal paid on bonds, notes, and capital lease obligations	(323,558)
Interest paid on bonds, notes, and capital lease obligations	(69,602)
	<u>(1,155,732)</u>
Increase in Cash and Cash Equivalents	90,757
Cash and Cash Equivalents - Beginning of Year	<u>2,423,142</u>
Cash and Cash Equivalents - End of Year	<u>\$ 2,513,899</u>
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	\$ 1,054,048
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization	1,013,988
Changes in operating assets and liabilities	
Receivables	(151,224)
Prepaid expenses	(20,660)
Accounts payable and accrued expenses	(364,427)
Deferred outflows/inflows of resources	1,577
Compensated absences	7,505
	<u>7,505</u>
Net cash provided by operating activities	<u>\$ 1,540,807</u>
Supplemental Cash Flows Information	
Assumption of assets through annexation of SIDs	\$ 7,644,731

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 1: Summary of Significant Accounting Policies

Reporting Entity

The City of Bellevue, Nebraska (City) was incorporated as a first-class city on December 16, 1955, under the provisions of Nebraska Statute Section 16-102. The City operates under a Mayor-Council-City Administrator form of government and provides the following services as authorized by its charter: public safety (police and fire), highways and streets, health and social services, culture and recreation, public improvements, urban development, mass transportation, planning and zoning, sanitary sewer system, library, solid waste, and general administrative services.

The accompanying financial statements present the City as the primary government. In determining its financial reporting entity, the City has considered all potential component units for which it is financially accountable, including other organizations which are fiscally dependent on the City, or the significance of their relationship with the City are such that exclusion would be misleading or incomplete. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability, which was used in making this evaluation.

The City has determined the Bellevue Municipal Building Corporation and the Bellevue City Marina Corporation to be blended component units. The City Council appoints the majority of the governing board of these organizations and these organizations almost exclusively exist to benefit the City. Blended component units, although legally separate entities, are, in substance, part of the government's operations and thus are presented as such and included in the general fund.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the primary government. The material effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Functional expenses may also include an element of indirect cost, designed to recover administrative (overhead) costs. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 1: Summary of Significant Accounting Policies - Continued

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the total economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, including interest on long-term debt, as well as expenditures related to pension and other postemployment benefits, compensated absences and claims and judgments are recorded only when payment is due or expected to be liquidated with expendable available financial resources.

Property taxes, sales taxes, state highway allocation, interdepartmental charges, intergovernmental revenues, and interest associated with the current fiscal period are all considered to be susceptible to accrual. Special assessments are recorded as revenues in the year the assessments become current. Other revenue items are considered to be measurable and available only when cash is received by the City.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for goods and services. Operating expenses include the cost of sales and service, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

The City reports the following major governmental funds:

General Fund finances the day-to-day operation of the basic governmental activities, such as legislative, administration, police and fire protection, legal services, planning, and parks and recreation. Revenues are derived primarily from property and other local taxes, state and federal distributions, licenses, permits, charges for services and interest income.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 1: Summary of Significant Accounting Policies - Continued

Measurement Focus, Basis of Accounting and Financial Statement Presentation - Continued

Community Betterment Fund is used to account for the City's lottery revenues and expenditures. The monies are restricted for community betterment purposes.

Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

The City reports the following major enterprise fund:

Waste Water Fund is used to account for the revenues and expenses of the City-owned waste water utility.

The effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the business-type functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Cash Equivalents

The City considers all liquid investments with original maturities of three months or less to be cash equivalents. At September 30, 2020, cash equivalents consisted primarily of money market mutual funds and cash held at the Sarpy County Treasurer's office. These investments are not specifically identified with any one fund. Interest is allocated to the individual funds on the basis of average cash balance.

Inventories

Inventories consist of fuel and materials. Inventories are stated at the lower of cost or market. Cost is determined using the first-in, first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when used.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, (e.g., road, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$10,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 1: Summary of Significant Accounting Policies - Continued

Capital Assets - Continued

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	15 – 40
Machinery and equipment	4 – 39
Infrastructure	7 – 50
Automobiles	4 – 10

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has three items that qualify for reporting in this category, the deferred loss on refunding, deferred outflows on pensions and deferred outflows on OPEB, reported in the government-wide statement of net position. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The deferred outflows on pensions and OPEB result from changes in actuarial assumptions and differences between expected and actual experience. These amounts are amortized over the weighted average of the expected remaining service lives for all active and inactive pension or OPEB plan members.

In addition to liabilities, the statement of net position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items that qualify for reporting in this category. The unavailable revenues reported in the governmental funds balance sheet are from property taxes, special assessments and grants that are deferred and recognized as an inflow of resources in the period that the amounts become available. The deferred inflows on OPEB reported in the government-wide statement of net position are from changes in actuarial assumptions and differences between expected and actual experience. These amounts are amortized over the weighted average of the expected remaining service lives for all active and inactive OPEB plan members.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 1: Summary of Significant Accounting Policies - Continued

Compensated Absences

City employees earn sick leave at the rate of 8-12 hours per month, depending on hire date. Employees earn various hours of vacation per pay period based on years of service. Vacation and sick leave accumulate on a monthly basis and are fully vested when earned. Limitations on accumulated sick leave vary based on labor agreements, but in no case will accumulated sick leave payout exceed 50% of the accumulated balance, up to 960 hours. Accumulated vacation limitations vary from 120 to 360 hours depending on labor agreement. All accumulated vacation and sick leave, subject to the limitations noted, is paid at separation.

All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. In the governmental funds, only compensated absences that have matured as of year-end, for example, as a result of employee resignations and retirements, are recorded as a fund liability. Accruals are based on current salary rates plus an additional amount for compensation-related payments such as Social Security and Medicare taxes and pension amounts using rates in effect at that date.

Long-term Obligations

In the government-wide financial statements, and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as an other financing source. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Net Position

Net position is required to be classified into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvements of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction or improvement of those assets or related debt also should be included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 1: Summary of Significant Accounting Policies - Continued

Net Position - Continued

Restricted – This component of net position consists of restrictions placed on net position use through external constraints imposed by creditors (such as debt covenants), contributors, or law or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component consists of net position that does not meet the definition of “restricted” or “net investment in capital assets.”

Fund Balance Classification

The fund balances for the City’s governmental funds are displayed in five components:

Nonspendable – Nonspendable fund balances are not in a spendable form or are required to be maintained intact.

Restricted – Restricted fund balances may be spent only for the specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may be changed or lifted only with the consent of resource providers.

Committed – Committed fund balances may be used only for the specific purposes determined by ordinance or resolution of the City Council. Commitments may be changed or lifted only by passage of an ordinance or issuance of a resolution by the City Council.

Assigned – Assigned fund balances are intended to be used by the City for specific purposes as determined by management. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

Unassigned – Unassigned fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications.

Fund balances are classified as restricted, committed, assigned or unassigned. When expenditures are incurred that use funds from more than one classification, the City will generally determine the order which the funds are used on a case-by-case basis, taking into account any application requirements of grant agreements, contracts, business circumstances, or other constraints. If no other constraints exist, the order of spending of resources will be restricted, committed, assigned and, lastly, unassigned.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 1: Summary of Significant Accounting Policies - Continued

Annexation

During the year ended September 30, 2020, the City annexed the following fourteen Sarpy County Sanitary Improvement Districts (SID): SID No. 171, No. 177, No. 180, No. 182, No. 183, No. 186, No. 197, No. 208, No. 215, No. 265, No. 269, No. 279, No. 280 and No. 289. At the time of annexation, the City assumed all assets and liabilities of the annexed areas. Annexation resulted in revenue of \$4,070,828 included in annexation revenues in the governmental funds statement of revenues, expenditures, and changes in fund balances and \$7,664,684 in the proprietary fund statement of revenues, expenses and changes in fund net position. Net position received (assumed) from annexation of (\$4,685,293) is included the statement of activities.

Budgetary Information

An appropriate budget is adopted each fiscal year for the General, Special Revenue, Debt Service and Enterprise Funds on the cash basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America (GAAP).

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The City Administrator submits to the Mayor and City Council a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to September 20, the budget is legally enacted through passage of an ordinance and filed with the appropriate governmental entities and agencies.

Budget adjustments within a fund can be made with City Administrator approval. However, the City Council must approve any supplemental appropriations.

An encumbrance system is not used by the City and all appropriations lapse at year-end.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses/expenditures and other changes in net position during the reporting period. Actual results could differ materially from those estimates.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 1: Summary of Significant Accounting Policies - Continued

Pensions and Other Postemployment Benefits

For purposes of measuring the net pension liability and total other postemployment benefit (OPEB) liability, deferred inflows and outflows of resources related to pensions/OPEB and pension and OPEB expense, information about the fiduciary net position of the City Police Defined Benefit Pension Plan or OPEB plan and additions to/deductions from the Plan's net/total position have been determined on the same basis as they are reported by the Plans. For this purpose, benefit payments are recognized when due and payable in accordance with benefit terms.

Note 2: Reconciliation of Budget Basis to GAAP

Amounts presented on a non-GAAP budget basis of accounting differ from those presented in accordance with GAAP due to the treatment afforded accruals and funds for which legally adopted annual budgets are not established. A reconciliation for the year ended September 30, 2020, which discloses the nature and amount of the adjustments necessary to convert the actual GAAP data to the budgetary basis, is presented below:

	General Fund	Community Betterment Fund
Net Change in Fund Balances		
Balance on a GAAP basis	\$ (1,397,807)	\$ 15,356
Basis differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds.	(171,030)	(1,148)
Balance on a budget basis	\$ (1,568,837)	\$ 14,208

Note 3: Deposits

Deposits

Custodial credit risk is the risk that in the event of a bank failure, a government's deposits may not be returned to it. The City's deposit policy for custodial credit risk requires compliance with the provision of state law.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 3: Deposits - Continued

Deposits - Continued

Section 16-714 and 16-715 of the Revised Statutes of Nebraska 1943 require banks either to give bond or to pledge government securities (types of which are specifically identified in the Statutes) to the City Treasurer in the amount of the City's deposits. The Statutes allow pledged securities to be reduced by the amount of the deposit insured by the Federal Deposit Insurance Corporation (FDIC).

At September 30, 2020, the City's bank balances of approximately \$511,000 were uninsured and uncollateralized.

Cash at the County Treasurer of \$261,479 was covered by collateral held by the County.

Summary of Carrying Values

The carrying values of deposits are included in the government-wide statement of net position as follows:

Carrying values	
Deposits	\$ 21,521,314
Cash at county treasurer	<u>261,479</u>
Cash and cash equivalents	<u><u>\$ 21,782,793</u></u>

Note 4: Property Taxes

The tax levy for the City is certified by the Sarpy County Board of Commissioners on or before October 15. Real estate and personal property taxes are due and become an enforceable lien on property on December 31. The first half of these taxes become delinquent on April 1 and the second half become delinquent August 1 following the levy date. Delinquent taxes bear interest at a rate of 14% per annum.

Property taxes levied for 2019-2020 are recorded as revenue in the governmental funds when expected to be collected within 60 days after September 30, 2020. Prior-year levies were recorded using these same principles, and remaining receivables are re-evaluated annually. Property taxes expected to be collected after 60 days are recorded as deferred inflow of resources in the governmental funds.

In the government-wide financial statements, property taxes receivable and related revenue include all amounts due the City regardless of when cash is received. Historically, substantially all property taxes have been collected.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 5: Receivables

Receivables at September 30, 2020, consist of the following:

Fund	Property Taxes	Accounts and Notes Receivable	Special Assessments	Gross Receivables	Allowance for Uncollectibles	Net Receivables
General	\$ 530,768	\$ 1,082,288	\$ -	\$ 1,613,056	\$ -	\$ 1,613,056
Community Betterment	-	89,169	-	89,169	-	89,169
Debt Service	401,131	144,396	2,779,886	3,325,413	(1,389,943)	1,935,470
Wastewater	-	1,159,669	-	1,159,669	-	1,159,669
Nonmajor Special Revenue	-	36,450	-	36,450	(18,000)	18,450
Total	\$ 931,899	\$ 2,511,972	\$ 2,779,886	\$ 6,223,757	\$ (1,407,943)	\$ 4,815,814

Note 6: Due From Other Governments

Due from other governments includes the following items:

Nature	Amount
State of Nebraska, sales and use tax	\$ 2,422,797
State of Nebraska, motor vehicle taxes	1,189,447
State of Nebraska, highway user fees	131,103
Eastern Sarpy Suburban Fire District, fire protection services	434,138
Federal Emergency Management Agency	274,899
Black Hills, in-lieu of taxes	11,326
Omaha Public Power District, in-lieu of taxes	114,103
Other	18,307
	<u>\$ 4,596,120</u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 7: Capital Assets

The following is a summary of capital asset transactions for the year ended September 30, 2020.

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Capital assets, not being depreciated				
Land	\$ 13,854,971	\$ 946,631	\$ -	\$ 14,801,602
Construction in progress	3,501,815	2,723,514	-	6,225,329
Total capital assets, not being depreciated	<u>17,356,786</u>	<u>3,670,145</u>	<u>-</u>	<u>21,026,931</u>
Capital assets, being depreciated				
Buildings	48,201,021	529,586	(2,348,666)	46,381,941
Machinery and equipment	16,932,687	191,878	(50,845)	17,073,720
Infrastructure	179,497,326	35,913,396	(3,512,359)	211,898,363
Vehicles	13,687,294	3,273,092	(2,462,522)	14,497,864
Total capital assets, being depreciated	<u>258,318,328</u>	<u>39,907,952</u>	<u>(8,374,392)</u>	<u>289,851,888</u>
Less accumulated depreciation for				
Buildings	(20,381,581)	(1,289,794)	2,266,385	(19,404,990)
Machinery and equipment	(14,459,526)	(520,746)	50,845	(14,929,427)
Infrastructure	(134,056,139)	(22,951,505)	3,274,183	(153,733,461)
Vehicles	(9,870,798)	(794,299)	2,440,014	(8,225,083)
Total accumulated depreciation	<u>(178,768,044)</u>	<u>(25,556,344)</u>	<u>8,031,427</u>	<u>(196,292,961)</u>
Total capital assets, being depreciated, net	<u>79,550,284</u>	<u>14,351,608</u>	<u>(342,965)</u>	<u>93,558,927</u>
Governmental activities capital assets, net	<u>\$ 96,907,070</u>	<u>\$ 18,021,753</u>	<u>\$ (342,965)</u>	<u>\$ 114,585,858</u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 7: Capital Assets - Continued

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activities				
Capital assets, not being depreciated				
Construction in progress	\$ 1,365,326	\$ -	\$ (1,365,326)	\$ -
Capital assets, being depreciated				
Plant and distribution lines	19,883,268	18,383,089	-	38,266,357
Building and equipment	1,976,634	284,069	(253,422)	2,007,281
Total capital assets, being depreciated	<u>21,859,902</u>	<u>18,667,158</u>	<u>(253,422)</u>	<u>40,273,638</u>
Less accumulated depreciation for				
Plant and distribution lines	(11,380,784)	(9,811,864)	-	(21,192,648)
Building and equipment	(1,291,001)	(76,700)	253,422	(1,114,279)
Total accumulated depreciation	<u>(12,671,785)</u>	<u>(9,888,564)</u>	<u>253,422</u>	<u>(22,306,927)</u>
Total capital assets, being depreciated, net	<u>9,188,117</u>	<u>8,778,594</u>	<u>-</u>	<u>17,966,711</u>
Business-type activities capital assets, net	<u>\$ 10,553,443</u>	<u>\$ 8,778,594</u>	<u>\$ (1,365,326)</u>	<u>\$ 17,966,711</u>

Depreciation expense was charged to functions/programs as follows:

Governmental Activities

General government	\$ 262,543
Public safety	1,188,663
Community development	24,892
Public works	<u>3,768,147</u>
Total depreciation expense – governmental activities	5,244,245
Accumulated depreciation assumed in annexation	<u>20,312,099</u>
Total increases – governmental activities	<u>\$ 25,556,344</u>

Business-Type Activities

Waste water	\$ 1,013,988
Accumulated depreciation assumed in annexation	<u>8,874,576</u>
Total increases – Business-type activities	<u>\$ 9,888,564</u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 8: Long-term Liabilities

The City issues general obligation and revenue bonds to finance the acquisition and construction of major capital assets. General obligation bonds are direct obligations and are secured by a pledge of the full faith and credit of the government. For revenue bonds, the government pledges income derived from the acquired or constructed assets to pay for the debt service.

The City has entered into lease agreements for financing the acquisition of machinery and automobiles. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date. The leases are collateralized by the related financed equipment. Assets acquired through capital leases are as follows:

	Governmental Activities	Business-Type Activities
Machinery, equipment and automobiles	\$ 7,057,281	\$ 209,137
Less accumulated depreciation	<u>(6,428,359)</u>	<u>(209,137)</u>
Total	<u>\$ 628,922</u>	<u>\$ -</u>

The following is a summary of long-term liability activities of the City for the year ended September 30, 2020:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
Long-term debt					
General obligation bonds	\$ 37,670,000	\$ 71,630,000	\$ (44,975,000)	\$ 64,325,000	\$ 4,750,000
Public safety tax anticipation bonds	10,420,000	-	(615,000)	9,805,000	825,000
Redevelopment revenue bonds	2,865,000	-	(265,000)	2,600,000	250,000
Unamortized bond premiums	238,385	432,392	(34,035)	636,742	-
Capital lease obligations - direct borrowings	<u>735,428</u>	<u>507,250</u>	<u>(394,051)</u>	<u>848,627</u>	<u>318,292</u>
Total long-term debt	51,928,813	72,569,642	(46,283,086)	78,215,369	6,143,292
Other liabilities					
Compensated absences	5,149,181	3,013,649	(2,664,710)	5,498,120	2,300,000
Net pension liability	2,903,071	94,177	(283,712)	2,713,536	-
Assignment of rents	2,557,684	-	(18,909)	2,538,775	20,269
Other postemployment benefits	<u>3,096,432</u>	<u>128,423</u>	<u>-</u>	<u>3,224,855</u>	<u>483,728</u>
Governmental activities long-term liabilities	<u>\$ 65,635,181</u>	<u>\$ 75,805,891</u>	<u>\$ (49,250,417)</u>	<u>\$ 92,190,655</u>	<u>\$ 8,947,289</u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 8: Long-term Liabilities - Continued

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Business-Type Activities					
Long-term debt					
Revenue refunding bonds	\$ 2,415,000	\$ -	\$ (240,000)	\$ 2,175,000	\$ 250,000
Capital lease obligations - direct borrowings	325,060	-	(83,558)	241,502	85,796
Total long-term debt	<u>2,740,060</u>	<u>-</u>	<u>(323,558)</u>	<u>2,416,502</u>	<u>335,796</u>
Other liabilities					
Compensated absences	78,929	66,799	(61,915)	83,813	40,000
Other postemployment benefits	63,192	2,621	-	65,813	9,872
Business-type activities long-term liabilities	<u>\$ 2,882,181</u>	<u>\$ 69,420</u>	<u>\$ (385,473)</u>	<u>\$ 2,566,128</u>	<u>\$ 385,668</u>

The compensated absences reported as governmental activities will be paid from the General Fund. The compensated absences of the business-type activities will be paid from the Waste Water fund.

Long-term debt is comprised of the following issues:

	Date Issued	Date of Maturity	Date Callable	Interest Rates	Balance
General Obligation Various Purpose Bonds	03/15/12	12/15/21	03/15/17	0.30 - 2.00	\$ 800,000
Various Purpose Bonds	03/05/13	12/15/22	03/05/18	0.35 - 2.00	1,085,000
General Obligation Various Purpose Refunding Bonds	12/29/15	12/15/30	12/29/20	0.55 - 3.00	2,750,000
Refunding Bonds (Convention Center)	03/31/20	09/15/35	03/31/25	1.80 - 2.25	6,205,000
General Obligation Refunding Bonds	12/29/16	12/15/26	12/15/22	1.10 - 2.65	2,290,000
General Obligation Various Purpose Refunding Bonds	04/27/17	12/15/31	12/15/21	0.90 - 3.25	2,075,000
General Obligation Refunding Bonds	06/05/20	09/15/34	09/15/25	3.00	11,000,000
General Obligation Refunding Bonds	06/05/20	09/15/32	09/15/23	1.70 - 2.45	20,055,000
General Obligation Refunding Bonds	08/14/20	09/15/27	09/15/25	3.00	2,025,000
Certificates of Participation Series 2017	12/28/17	12/15/32	12/15/23	1.50 - 3.30	4,440,000
Highway Allocation Fund Pledge and Refunding Bonds	12/28/17	12/15/31	12/15/23	1.50 - 3.20	3,685,000
Highway Allocation Fund Pledge	03/01/19	06/15/29	12/15/23	1.80 - 3.00	3,410,000
Sanitary and Improvement District No. 147 General Obligation Refunding Bonds	05/15/18	08/15/30	05/15/23	2.45 - 3.60	810,000
Sanitary and Improvement District No. 171 General Obligation Refunding Bonds	09/01/14	09/01/34	09/01/19	1.05 - 4.20	400,000
Sanitary and Improvement District No. 171 General Obligation Refunding Bonds	12/15/16	12/15/35	12/15/21	1.65 - 3.40	155,000
Sanitary and Improvement District No. 180 General Obligation Refunding Bonds	10/15/17	10/15/34	10/15/22	1.70 - 3.60	740,000
Sanitary and Improvement District No. 180 General Obligation Refunding Bonds	12/28/18	12/15/37	12/28/23	3.20 - 4.25	5,000
Sanitary and Improvement District No. 186					

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 8: Long-term Liabilities - Continued

	Date Issued	Date of Maturity	Date Callable	Interest Rates	Balance
General Obligation Refunding Bonds Sanitary and Improvement District No. 197	07/15/17	08/15/27	07/15/22	1.80 - 2.80	\$ 250,000
General Obligation Refunding Bonds Sanitary and Improvement District No. 208	10/17/16	11/01/28	05/01/19	0.80 - 3.85	200,000
General Obligation Refunding Bonds Sanitary and Improvement District No. 265	10/15/15	08/15/26	10/15/21	1.40 - 2.50	160,000
General Obligation Refunding Bonds Sanitary and Improvement District No. 265	03/15/17	09/15/36	03/15/22	2.10 - 4.15	15,000
General Obligation Refunding Bonds Sanitary and Improvement District No. 269	06/15/19	08/15/39	06/15/24	2.50 - 3.60	1,335,000
General Obligation Refunding Bonds Sanitary and Improvement District No. 279	06/15/19	12/15/39	06/15/24	2.55 - 3.60	280,000
General Obligation Refunding Bonds Sanitary and Improvement District No. 280	07/15/16	07/15/36	07/15/21	1.80 - 3.30	10,000
General Obligation Refunding Bonds Sanitary and Improvement District No. 280	10/15/15	10/15/30	10/15/20	2.50 - 4.0	25,000
General Obligation Refunding Bonds Sanitary and Improvement District No. 289	04/17/17	04/15/37	04/15/22	2.75 - 4.40	5,000
General Obligation Refunding Bonds	10/22/18	10/15/38	10/15/23	2.65 - 4.10	<u>115,000</u>
Total general obligation bonds					<u>64,325,000</u>
Public Safety Department Tax Anticipation Bonds, Series 2012	06/15/12	06/15/32	07/09/17	0.50 - 3.65	250,000
Public Safety Department Tax Anticipation Bonds, Series 2013	06/03/13	06/01/33	05/29/18	0.45 - 3.50	2,450,000
Public Safety Department Tax Anticipation Bonds, Series 2014	02/27/14	12/01/29	02/27/19	0.35 - 3.85	200,000
Public Safety Department Tax Anticipation Bonds, Series 2016	11/29/16	12/15/25	12/15/21	1.05 - 2.00	1,445,000
Public Safety Department Tax Anticipation Refunding Bonds, Series 2019	04/30/19	12/15/32	12/15/24	1.60 - 4.00	<u>5,460,000</u>
Total public safety tax anticipation bonds					<u>9,805,000</u>
Taxable Redevelopment Refunding Bonds	05/06/19	12/15/21	05/06/20	2.65 - 2.95	<u>2,600,000</u>
Total redevelopment revenue bonds					<u>2,600,000</u>
Capital lease obligations	Various	Various	N/A	2.35 - 2.89	<u>848,627</u>
Total governmental activities					<u>\$ 77,578,627</u>
Revenue Refunding Bonds	06/28/18	06/15/28	06/28/23	1.85 - 3.20	\$ 2,175,000
Capital lease obligations	05/24/18	05/24/23	N/A	2.65	<u>241,502</u>
Total business-type activities					<u>\$ 2,416,502</u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 8: Long-term Liabilities - Continued

The Public Safety Department Tax Anticipation Bonds are limited general obligations to be paid from special tax assessments and are also considered general obligations of the City. The Redevelopment Revenue Bonds are payable solely from the limited tax revenues and reserve sub-accounts provided for under the terms of the bond resolutions and are not general obligations of the City.

The annual debt service requirements to maturity for debt as of September 30, 2020, are as follows:

Year Ending September 30,	Governmental Activities					
	General Obligation Bonds		Anticipation Bonds		Redevelopment Revenue Bonds	
	Principal	Interest	Principal	Interest	Principal	Interest
2021	\$ 4,750,000	\$ 1,534,522	\$ 825,000	\$ 256,580	\$ 250,000	\$ 72,764
2022	3,875,000	1,452,186	920,000	239,738	2,350,000	34,662
2023	4,005,000	1,378,874	940,000	218,250	-	-
2024	3,855,000	1,303,587	970,000	195,250	-	-
2025	3,845,000	1,229,719	980,000	171,216	-	-
2026-2030	21,195,000	4,806,256	4,245,000	442,925	-	-
2031-2035	22,275,000	1,640,505	925,000	37,300	-	-
2036-2040	525,000	55,980	-	-	-	-
Totals	<u>\$ 64,325,000</u>	<u>\$ 13,401,629</u>	<u>\$ 9,805,000</u>	<u>\$ 1,561,259</u>	<u>\$ 2,600,000</u>	<u>\$ 107,426</u>

Year Ending September 30,	Governmental Activities Capital Leases - Direct Borrowings	
	Principal	Interest
	2021	\$ 318,292
2022	216,082	10,864
2023	155,802	5,764
2024	105,013	2,803
2025	53,438	471
Totals	<u>\$ 848,627</u>	<u>\$ 37,552</u>

Year Ending September 30,	Business-Type Activities			
	Revenue Refunding Bonds		Capital Lease - Direct Borrowings	
	Principal	Interest	Principal	Interest
2021	\$ 250,000	\$ 56,840	\$ 85,796	\$ 5,552
2022	255,000	51,371	88,092	3,256
2023	260,000	45,448	67,614	898
2024	265,000	39,110	-	-
2025	275,000	32,085	-	-
2026-2030	870,000	47,521	-	-
Totals	<u>\$ 2,175,000</u>	<u>\$ 272,375</u>	<u>\$ 241,502</u>	<u>\$ 9,706</u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 8: Long-term Liabilities - Continued

Pledged Revenue

The Highway Allocation Fund Pledge Bonds are secured by a pledge of the revenues received from the City's annual allocation of State of Nebraska highway funds, through final maturity of the bonds in 2031. The total principal and interest remaining to be paid on the bonds is \$8,577,023 with annual payments expected to require approximately 10% of net revenues.

As a condition to issuing the Redevelopment Revenue Bonds, the City obtained an agreement from an operator to provide a substantial source of funds for repayment. In October 2017, the operator and the City terminated the agreement. In October 2020, the City entered into a lease purchase agreement that provided for payments to lease the premises through April 2022, at which time the lessee agrees to purchase the related property. The City remains liable for the bond payments from limited tax levying authority under the Community Development Act and other sources of revenues.

Refundings

In March 2020, the City issued \$6,365,000 of Refunding Bonds (Convention Center Project), Taxable Series 2020. The bonds and existing resources of the City were used to refund \$6,925,000 of Building Bonds (Convention Center Project), Taxable Series 2016. The bonds bear interest at rates ranging from 1.80% - 2.25% and have a final maturity of September 15, 2035. There was a cash flow savings of approximately \$1,524,000 from refunding the bonds, and an economic gain of approximately \$1,123,000.

In June 2020, the City issued \$11,000,000 of General Obligation Refunding Bonds (Tax-Exempt Interest), Series 2020A. The bonds were issued to refund various General Obligation Refunding Bonds for Sanitary Improvement Districts annexed during 2020. The bonds bear interest at 3.00% and have a final maturity of September 15, 2034. There was a cash flow loss of approximately \$1,138,000 from refunding the bonds, and an economic gain of approximately \$396,000.

In June 2020, the City issued \$20,055,000 of General Obligation Refunding Bonds (Taxable Interest), Series 2020B. The bonds were issued to refund various General Obligation Refunding Bonds for Sanitary Improvement Districts annexed during 2020. The bonds bear interest at rates ranging from 1.70% - 2.45% and have a final maturity of September 15, 2032. There was a cash flow savings of approximately \$2,313,000 from refunding the bonds, and an economic gain of approximately \$1,052,000.

In August 2020, the City issued \$2,025,000 of General Obligation Refunding Bonds, Series 2020C. The bonds were issued to refund \$2,625,000 of the General Obligation Refunding Bonds, Series 2015. The bonds bear interest at 3.00% and have a final maturity of September 15, 2027. There was a cash flow savings of approximately \$157,000 from refunding the bonds, and an economic gain of approximately \$115,000.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 9: Defined Contribution Retirement Plans

The City of Bellevue has multiple defined contribution plans. The authority to make changes to the plans is established by the Bellevue City Council or Nebraska State Statutes, as appropriate.

Civilian Retirement Plan

All regular full-time civilian employees of the City are covered by a voluntary defined contribution plan. Contributions made by the City equal 6% of the participants' compensation. Participants also contribute 6% of their earnings, but may elect to contribute up to 10%. Vesting of employer contributions occurs over three to seven years of employment. The amount of employer and employee contributions to this plan during the fiscal year was \$506,448 and \$510,467, respectively. There were no forfeitures used to offset employer contributions for the year ended September 30, 2020. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

Fire Retirement Plan

All regular full-time fire fighters of the City are covered by a defined contribution plan. Participants are required to contribute 6.50% of their earnings but may contribute up to the maximum amount allowed under the Internal Revenue Code. Contributions made by the City equal 13% of the participants' compensation. Vesting of employer contributions occurs between four and seven years of employment. Forfeitures shall be allocated to the Unallocated Employer Account and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. The plan members and the City contributed \$295,350 and \$590,700, respectively, to the plan in fiscal 2020. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

Police Retirement Plan

All regular full-time sworn officers of the City are covered by a defined contribution plan. Certain sworn officers are also covered by a single-employer defined benefit pension plan (see Note 10). Participants are required to contribute 7.0% of their earnings but may contribute up to the maximum amount allowed under the Internal Revenue Code. Contributions made by the City equal 7.0% of the participants' compensation. Vesting of employer contributions occurs between four and ten years of service. Forfeitures shall first be applied to administrative expense of the Plan and then may be used by the City to reduce City contributions. The plan members and the City contributed \$564,921 and \$564,921, respectively, to the plan in fiscal 2020. There were no forfeitures used to reduce the amount of funding required by the City for the year ended September 30, 2020. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 10: Police Defined Benefit Pension Plan

Plan Description

The City has a single-employer defined benefit pension plan negotiated with certain members of the Bellevue Police Department. The City and the Retirement Committee administer a hybrid defined benefit pension plan covering sworn police officers hired after December 31, 1983 and prior to May 1, 2011 or specifically identified in a settlement agreement or State Statute for those officers hired prior to January 1, 1984. The plan is closed to new employees. The terms of the plan, including contribution rates and minimum pension benefits are established through a settlement agreement between the City and the police officers' association. The City does not issue a separate report that includes financial statements and required supplementary information for the police pension plan.

Summary of Benefit Provisions

Both the employee and the City contribute 7.0% of the employee's earnings for periods on or after October 1, 2015. Employees covered by the plan may also make voluntary contributions. The accumulated value of the employee and employer account including contributions and investment earnings is the Retirement Account Value. In the event that a participant's retirement account value will not provide for the minimum pension benefits of the plan, the City will be required to contribute an additional amount to fund the minimum pension benefits specified in the collective bargaining agreement.

Regular Pay – Defined as the greatest average salary in any period of five consecutive years preceding retirement, death, disability or termination date.

Retirement Benefit –

State Statute for Pre-1984 Hires – Participants must be employed on January 1, 1984 and continuously employed by the City through retirement date after attaining age 55 and completing 25 years of service. Minimum pension benefit equals 40% of Regular Pay for commencement between ages 55 and 60; 50% of Regular Pay for commencement at age 60 or later offset by the State Statute Actuarial Equivalence of the Retirement Account Value.

Post 1983 Hires subject to settlement agreement – Employees hired after December 31, 1983 and after attaining age 55 and completing 25 years of service. Employee entitled to the total of their Retirement Account Value or the actuarial equivalent of 55% of Regular Pay, whichever is greater based upon the actuarial assumptions of 7% interest and the 1994 GAM Mortality Table (Static) weighted 90% male/10% female. Paid as a single lump sum.

Termination Benefit Prior to 25 Years of Service – No minimum pension benefits. Employee is entitled to the value of the Retirement Account Value.

Termination Benefit After 25 Years of Service – Deferred Retirement Option Plan (DROP) provision allows minimum pension benefit at retirement age if the employee keeps their Retirement Account Value in the plan until retirement age.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 10: Police Defined Benefit Pension Plan - Continued

Summary of Benefit Provisions - Continued

Death Benefit (Line of Duty) – Death prior to retirement from causes sustained in the line of duty and survived by a spouse or minor children. Benefit equals 50% of Regular Pay to spouse until remarriage or death; to minor children split equally after remarriage or death. Benefit is subject to deduction for any workers' compensation benefits and offset by the State Statute Actuarial Equivalence of the Retirement Account Value. Payment is on a straight life annuity basis and provided under a purchase annuity contract.

Death Benefit (Other) – Employee must be continuously employed from January 1, 1984 until death, survived by spouse and death after reaching age 55 and completing at least 21 years of service. Benefit of 25% of Regular Pay to spouse until remarriage or death; to minor children split equally after remarriage or death. Benefit is offset by the State Statute Actuarial Equivalence of the Retirement Account Value. Payment is on a straight life annuity basis and provided under a purchased annuity contract.

Disability Benefit (Line of Duty) – Employee is eligible if unable to perform duties of a police officer from causes sustained in the line of duty. Benefit equals 50% of Regular Pay for the period of disability. Amount is subject to deduction for workers' compensation benefits. Total payments, in excess of workers' compensation benefits, shall not be less than the Retirement Account Value on the date of disability. If the State Statute Actuarial Equivalent exceeds the Retirement Account Value, the City shall contribute such additional amounts as may be necessary from time to time. In the event of cessation disability, payments made shall reduce the Retirement Account Value.

Deferred Retirement Option Plan

The City has established DROP for covered employees. The DROP program allows a member who has reached the minimum number of service years for retirement, but has not achieved the minimum age requirement, to terminate their employment with the Police Department and defer their retirement until they have reached at least the minimum age. Once the employee terminates service with the Police Department, neither the City or employee has further responsibility for adding funds to the employee's account. The account will remain within the retirement plan and when the employee reaches the minimum age, they will be subject to normal benefit provisions.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 10: Police Defined Benefit Pension Plan - Continued

Plan Membership

As of September 30, 2020, plan membership consisted of the following:

Inactive members currently receiving benefits	5
Inactive members entitled to but not yet receiving benefits	1
Active members	<u>63</u>
Total	<u>69</u>

Contributions and Funding Policy

The City's contributions for the additional amount to fund minimum pension benefits are limited to amounts paid to retirees during the fiscal year. Contributions made by the City for the year ended September 30, 2020, were \$283,712.

Actuarial Methods and Assumptions

Actuarially determined contribution rates are calculated as the City's contributions paid to retirees during the fiscal year to fund the minimum pension benefits of the plan. Valuations were determined using the following actuarial assumptions:

Valuation Date	September 30, 2019 rolled forward to September 30, 2020
Measurement Date	September 30, 2020
Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market Value
Amortization Method	Level Dollar, Closed
Amortization Period	Immediate
Salary Increases	3.0%
Investment Rate of Return	Actual annuity purchase rates and 7.0%
Mortality Table	Actual annuity purchase rates and the 1994 GAM Table
State Statute Actuarial Equivalence for Minimum Benefits	3.0% interest and the IRS 2019 Mortality Table

Changes in Assumptions

The September 30, 2019 actuarial valuation included changes in assumptions for the discount rate decreasing it from 3.64% to 2.66%. In relation to State Statute Actuarial Equivalence amounts, the mortality table was changed from 2017 to 2019.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 10: Police Defined Benefit Pension Plan - Continued

Investment Policy

The City's obligation is unfunded at September 30, 2020.

Net Pension Liability

The components of the net pension liability of the City at September 30, 2020 were as follows:

Total Pension Liability	\$ 2,713,536
Plan Fiduciary Net Position	<u>-</u>
Net Pension Liability	<u>\$ 2,713,536</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	<u>0.00%</u>

Discount Rate

The discount rate used to measure the total pension liability as of September 30, 2020 was 2.66% (as determined by the Federal Reserve Bank of St. Louis' website). As an unfunded plan, the discount rate reflects the index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's net pension liability, calculated using the current discount rate of 2.66%, as well as the net pension liability calculated using a discount rate that is 1% lower (1.66%) or 1% higher (3.66%) than the current rate:

	1% Decrease 1.66%	Current Discount Rate 2.66%	1% Increase 3.66%
Total Pension Liability	\$ 3,029,374	\$ 2,713,536	\$ 2,451,067
Plan Fiduciary Net Position	<u>-</u>	<u>-</u>	<u>-</u>
Net Pension Liability	<u>\$ 3,029,374</u>	<u>\$ 2,713,536</u>	<u>\$ 2,451,067</u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 10: Police Defined Benefit Pension Plan - Continued

Changes in the Total Pension Liability, Plan Fiduciary Net Position and the Net Pension Liability are:

Total Pension Liability - September 30, 2019	\$ 2,903,071
Service Cost	20,191
Interest	73,986
Difference between Expected and Actual Experience	-
Changes of Assumptions	-
Benefit Payments, including refunds	<u>(283,712)</u>
Net Change in Total Pension Liability	(189,535)
Total Pension Liability - End of Year	2,713,536
Plan Fiduciary Net Position - Beginning of Year	-
Contributions - Employer	283,712
Benefit payments, including refunds	<u>(283,712)</u>
Net Change in Plan Fiduciary Net Position	<u>-</u>
Plan Fiduciary Net Position - End of Year	<u>-</u>
Net Pension Liability - September 30, 2020	<u>\$ 2,713,536</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	0.00%
Covered Payroll	\$ 6,072,528
Net Pension Liability as a Percentage of the Covered Payroll	44.69%

The calculation of pension expense for the year ended September 30, 2020 is shown below:

Service Cost	\$ 20,191
Interest on Total Pension Liability	<u>73,986</u>
Pension Expense	<u>\$ 94,177</u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 10: Police Defined Benefit Pension Plan - Continued

Deferred Outflows of Resources

Under GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27* (GASB 68), gains and losses which are amortized over future years are referred to as deferred inflows or gains, and deferred outflows or losses. Investment gains and losses are recognized over a closed five-year period. Economic and demographic gains and losses and changes in the total pension liability due to changes in assumptions are recognized over a closed period equal to the average expected remaining service lives of all covered active and inactive members, determined as of the beginning of the measurement period. As of September 30, 2020, the deferred outflows of resources related to pensions are as follows:

	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$ 1,166,886
Changes of assumptions	<u>563,688</u>
Total	<u><u>\$ 1,730,574</u></u>

Amounts currently reported as deferred outflows of resources related to pensions will be recognized in future years' pension expense as follows:

Year ending September 30	<u>Annual Recognition</u>
2021	\$ 203,932
2022	203,932
2023	203,932
2024	203,932
2025	203,932
Thereafter	<u>710,914</u>
Total	<u><u>\$ 1,730,574</u></u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 11: Other Postemployment Benefits

Plan Description

The City administers a single employer other postemployment benefits (OPEB) plan providing medical and prescription drug benefits (healthcare benefits) to retired employees and their dependents under certain conditions. The City does not issue a separate report that includes financial statements and required supplementary information for the OPEB plan.

Summary of Benefit Provisions

Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement if they are at least 55 years old and have been enrolled in the City’s healthcare coverage for a minimum of one year prior to retirement. Coverage during retirement ceases upon attaining age 65 or becoming eligible for Medicare. The City will pay 82% of the annual healthcare premium for the retiree for the first 24 months following retirement and 50% of the annual premium thereafter until the retiree is eligible for coverage under Medicare or Medicaid. The authority to amend the plan rests with the City Council.

Plan Membership

As of September 30, 2020, plan membership consisted of the following:

Inactive members currently receiving benefits	9
Inactive members entitled to but not yet receiving benefits	0
Active members	<u>306</u>
Total	<u><u>315</u></u>

Contributions and Funding Policy

The City’s contributions are made on a pay-as-you-go basis. There are no assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). Contributions made by the City for the year ended September 30, 2020, were \$186,187.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 11: Other Postemployment Benefits - Continued

Actuarial Methods and Assumptions

Actuarially determined contribution rates are calculated as the City's contributions paid for retiree premiums. Valuations were determined using the following actuarial assumptions:

Valuation Date	September 30, 2020
Measurement Date	September 30, 2020
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Dollar, Closed
Amortization Period	Immediate
Salary Increases	3.0%
General Inflation	3.0%
Mortality Table	RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2019 generational projection of future mortality improvement
Healthcare cost trend rates	6% decreasing to 5% over 7 years

Changes in Assumptions

The September 30, 2020 actuarial valuation included changes in assumptions for the discount rate, decreasing it to 2.21% from the discount rate of 4.18% used in the September 20, 2018 actuarial valuation. The medical trend rate changed to 6% grading to 5% over seven years. The mortality assumption changed to the RP-2014 annuitant distinct mortality table adjusted to 2006 with MP 2019 generational projection of future mortality improvement.

Investment Policy

The City's obligation is unfunded at September 30, 2020.

Discount Rate

The discount rate used to measure the total OPEB liability as of September 30, 2020 was 2.21% (as determined by the Federal Reserve Bank of St. Louis' website). As an unfunded plan, the discount rate reflects the index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 11: Other Postemployment Benefits - Continued

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the City's total OPEB liability, calculated using the current discount rate of 2.21%, as well as the total OPEB liability calculated using a discount rate that is 1% lower (1.21%) or 1% higher (3.21%) than the current rate:

	1% Decrease 1.21%	Current Discount Rate 2.21%	1% Increase 3.21%
Total OPEB Liability	\$ 3,486,675	\$ 3,290,668	\$ 3,097,448

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the City's total OPEB liability, calculated using the current healthcare cost trend rate of 6% decreasing to 5%, as well as the total OPEB liability calculated using a healthcare cost trend rate that is 1% lower (5% decreasing to 4%) or 1% higher (7% decreasing to 6%) than the current rate:

	1% Decrease 5.00% Decreasing to 4.0%	Current Healthcare Cost Trend Rate 6.00% Decreasing to 5%	1% Increase 7.00% Decreasing to 6.0%
Total OPEB Liability	\$ 2,917,376	\$ 3,290,668	\$ 3,743,002

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 11: Other Postemployment Benefits - Continued

Changes in the Total OPEB Liability are:

Total OPEB Liability - Beginning of year	\$ 3,159,624
Service Cost	229,023
Interest	137,754
Difference between Expected and Actual Experience	(466,661)
Changes of Assumptions	417,115
Benefit Payments	<u>(186,187)</u>
Net Change in Total OPEB Liability	131,044
Total OPEB Liability - End of Year	<u>\$ 3,290,668</u>

The calculation of OPEB expense for the year ended September 30, 2020 is shown below:

Service Cost	\$ 229,023
Interest on Total OPEB Liability	137,754
Recognition of Deferred (Inflows)/Outflows of Resources	
Economic/Demographic (Gains)/Losses	(23,046)
Assumption Changes	<u>52,381</u>
OPEB Expense	<u>\$ 396,112</u>

Under GASB 75, gains and losses which are amortized over future years are referred to as deferred inflows or gains, and deferred outflows or losses. Economic and demographic gains and losses and changes in the total OPEB liability due to changes in assumptions are recognized over a closed period equal to the average expected remaining service lives of all covered active and inactive members, determined as of the beginning of the measurement period. The amortization period is calculated as the weighted average of expected remaining service lives assuming zero years for all inactive members. As of September 30, 2020, the deferred inflows and outflows of resources related to OPEB are as follows:

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 11: Other Postemployment Benefits - Continued

Deferred Outflows of Resources and Deferred Inflows of Resources

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 441,043	\$ (928,651)
Changes of assumptions	829,484	(204,284)
Total	\$ 1,270,527	\$ (1,132,935)

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in future years' OPEB expense as follows:

Year ending September 30	Annual Recognition
2021	\$ 29,335
2022	29,335
2023	29,335
2024	29,335
2025	29,335
Thereafter	(9,083)
Total	\$ 137,592

Note 12: Interfund Balances and Activity

During the course of operations, numerous transactions occur between individual funds that may result in amounts owed between funds. Those that are related to goods and services type transactions are classified as "due to and from other funds."

There were no balances due to/from other funds at September 30, 2020.

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (b) move revenues from restricted funds to funds where the expenditures were incurred related to the restriction and to (c) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 12: Interfund Balances and Activity - Continued

Transfers to/from other funds for the year ended September 30, 2020, consisted of the following:

Transfer To	Transfer from			Total
	Community Betterment	Debt Service	Waste Water	
General	\$ 750,000	\$ 78,000	\$ 263,000	\$ 1,091,000

Note 13: Risk Management

The City is exposed to various risks of loss related to torts; theft, damages to, or destruction of assets; errors or omissions; injuries to employees; or acts of God for which the City carries commercial insurance. For the year ended September 30, 2020, the City has a self-insured retention for workers' compensation exposures up to \$500,000 per individual. The City has purchased commercial insurance for amounts in excess of the self-insurance. The City currently reports all of its risk management activities in the fund financial statements in its General Fund. Settled claims have not exceeded coverage in any of the past three fiscal years.

Claim liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated in the government-wide financial statements. In the governmental funds, only claims that are expected to be liquidated with expendable available financial resources are recorded as a fund liability. At September 30, 2020, the estimated amount of the City's claims liabilities was \$909,188, which is reported in the government-wide financial statements. This liability is the City's best estimate based on available information.

The following is a summary of the changes in the estimated workers' compensation claims liability for the years ended September 30, 2020 and 2019, which is included in total claims liabilities:

Balance, October 1, 2018	\$ 416,117
Current year claims and changes in estimates	153,462
Claims payments	<u>(238,197)</u>
Balance, September 30, 2019	\$ 331,382
Current year claims and changes in estimates	895,534
Claims payments	<u>(317,728)</u>
Balance, September 30, 2020	<u>\$ 909,188</u>

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 14: Commitments and Contingencies

Claims and Litigation

The City is involved in various litigation in the normal course of its operations and services. In the opinion of City management, although the outcome of any legal proceedings cannot be predicted with certainty, the ultimate liability of the City in connection with its legal proceedings will not have a material effect on the City's financial position but could be material to the results of operations in future accounting periods.

Government Grants

The City participates in a number of federally assisted grant programs, which are subject to financial and compliance audits. The amount of expenditures, if any, which may be disallowed by the granting agencies, is not determinable at this time; however, City officials do not believe that such amounts, if any, would be significant.

COVID-19

As a result of the COVID-19 outbreak in the United States, economic uncertainties have arisen that have had, and will continue to have, varying impacts on municipalities. Voluntary, and then subsequently mandatory, shelter-in-place orders necessitated temporary business closings. The extent of the financial impact and other possible impacting matters are not fully known at this time. Although some facilities were closed for certain periods, all City services remained operational during the past year. Some loss of sales tax and other revenues was recognized during the year as a result of measures enacted to prevent the spread of COVID-19. The City did not obtain any loans or defer the payment of federal employment taxes. In January 2021, the City was awarded Coronavirus Relief Fund monies, through a subaward from the State of Nebraska, for reimbursement from the presumptive payroll program and reimbursement of other expenses totaling approximately \$3,730,000.

Note 15: Interlocal Agreements

In 1970, the City entered into an interlocal agreement with Eastern Sarpy County Suburban Fire Protection District to provide fire protection and emergency rescue services throughout the District. As compensation for providing such services, the District agreed to pay a proportional share of the fire department operating expenses based on the valuation of the District compared to the combined valuation of the District and the City but limited to the annual levy limit allowed by state statute. The City billed approximately \$1,723,277 to the District for the year ended September 30, 2020, of which \$434,138 was due to the City at year-end.

City of Bellevue, Nebraska
Notes to Financial Statements
September 30, 2020

Note 16: Assignment of Future Cellphone Tower Lease Revenues

On December 10, 2013, the City entered into an agreement with a third party, under which the City relinquishes to the third party its future cellphone tower lease revenues for the next 40 years. The City received from the third party a lump-sum payment of \$2,650,000 in exchange for the rights to receive and retain 100 percent of the City's cellphone tower lease revenues through 2053 for those cell tower sites in existence at December 10, 2013. The proceeds were used to fund general operations of the City and are shown as other long-term liabilities on the statement of net position which are being amortized over the life of the agreement.

Note 17: Tax Abatements

The City of Bellevue provides tax abatements under the Tax Increment Financing Program (TIF) to encourage improvements to blighted property. The program is established under the auspices of a state statute (Article 21, Section 18-2101 – 2144) empowering cities and counties to establish such programs. The abatements equal 100 percent of the additional property tax resulting from the increase in assessed value as a result of the improvements, are administered as a rebate of the incremental taxes generated from the improvements to property, and last for up to 15 years. Eligibility for approval requires the property to have no loss of pre-existing tax revenues and the developer demonstrates the project is not feasible without TIF. Abatements are obtained through application by the property owner and are reviewed and approved by a TIF council prior to commencing the improvements. These abatements reduce the net property tax to the City of Bellevue and meet the definition of a tax abatement in GASB Statement No. 77, *Tax Abatement Disclosures*. Taxes abated under TIF for the year ended September 30, 2020 were approximately \$78,000.

Note 18: Subsequent Events

In October 2020, the City issued general obligation refunding bonds totaling \$2,250,000. The bonds were used to refund \$2,375,000 of General Obligation Various Purpose Bonds, Series 2015 and pay the costs of issuance. The bonds bear interest at 2% and have a final maturity of September 15, 2027.

Required Supplementary Information

City of Bellevue, Nebraska
Required Supplementary Information
September 30, 2020

Schedule of Changes in the City's Police Pension Plan Net Pension Liability and Related Ratios

	2020	2019	2018	2017	2016	2015
Total Pension Liability						
Service cost	\$ 20,191	\$ 20,569	\$ 19,970	\$ 51,455	\$ 49,956	\$ 21,294
Interest	73,986	77,735	75,995	75,969	100,818	95,327
Differences between expected and actual experience	-	457,186	-	57,115	-	1,316,179
Effect of assumption changes or inputs	-	276,307	-	10,597	-	575,754
Benefit payments	<u>(283,712)</u>	<u>(86,663)</u>	<u>(11,658)</u>	<u>(266,392)</u>	<u>(1,378,670)</u>	<u>(1,029,443)</u>
Net change in total pension liability	(189,535)	745,134	84,307	(71,256)	(1,227,896)	979,111
Total pension liability - beginning	<u>2,903,071</u>	<u>2,157,937</u>	<u>2,073,630</u>	<u>2,144,886</u>	<u>3,372,782</u>	<u>2,393,671</u>
Total pension liability - ending (a)	<u>\$ 2,713,536</u>	<u>\$ 2,903,071</u>	<u>\$ 2,157,937</u>	<u>\$ 2,073,630</u>	<u>\$ 2,144,886</u>	<u>\$ 3,372,782</u>
Plan Fiduciary Net Position						
Contributions - employer	\$ 283,712	\$ 86,663	\$ 11,658	\$ 266,392	\$ 1,378,670	\$ 1,029,443
Benefit payments	<u>(283,712)</u>	<u>(86,663)</u>	<u>(11,658)</u>	<u>(266,392)</u>	<u>(1,378,670)</u>	<u>(1,029,443)</u>
Net change in plan fiduciary net position	-	-	-	-	-	-
Plan fiduciary net position - beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Plan fiduciary net position - ending (b)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's Net Pension Liability - Ending (a) - (b)	<u>\$ 2,713,536</u>	<u>\$ 2,903,071</u>	<u>\$ 2,157,937</u>	<u>\$ 2,073,630</u>	<u>\$ 2,144,886</u>	<u>\$ 3,372,782</u>
Plan fiduciary net position as a percentage of the total pension liability	-	-	-	-	-	-
Covered payroll	\$ 6,072,528	\$ 5,895,658	\$ 6,282,727	\$ 6,099,735	\$ 6,537,271	\$ 6,858,238
City's net pension liability as a percentage of covered payroll	44.69%	49.24%	34.35%	34.00%	32.81%	49.18%

Note to Schedule:
Results for the other years within the last ten years are not available and will be developed prospectively from 2015.

Changes in assumptions since the last actuarial valuation:

2019

- decrease in discount rate from 3.64% to 2.66%
- State Statute Actuarial Equivalence for Minimum Benefits assumes updated mortality table (from IRS 2017 Mortality Table to IRS 2019 Mortality Table)

2017

- decrease in discount rate from 3.68% to 3.64%
- State Statute Actuarial Equivalence for Minimum Benefits assumes updated mortality table (from IRS 2015 Mortality Table to IRS 2017 Mortality Table)

2015

- decrease in discount rate from 5.00% to 3.68%
- expected rate of return decreased from 7.5% to 7.00%
- State Statute Actuarial Equivalence for Minimum Benefits assumes updated mortality table (from IRS 2012 Mortality Table to IRS 2015 Mortality Table)

City of Bellevue, Nebraska
Required Supplementary Information
September 30, 2020

Schedule of City Contributions for the Police Pension Plan

	2020	2019	2018	2017	2016	2015
Actuarially determined employer contribution	\$ 283,712	\$ 86,663	\$ 11,658	\$ 266,392	\$ 1,378,670	\$ 1,029,443
Actual employer contributions	283,712	86,663	11,658	266,392	1,378,670	1,029,443
Annual contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll - current	\$ 6,072,528	\$ 5,895,658	\$ 6,282,727	\$ 6,099,735	\$ 6,537,271	\$ 6,858,238
Actual contributions as a percentage of covered payroll	4.67%	1.47%	0.19%	4.37%	21.09%	15.01%

Note to Schedule: Results for the other years within the last ten years are not available and will be developed prospectively from 2015.

Valuation date: 9/30/2019, 9/30/2017

Actuarially determined contribution rates are calculated as the City's contributions paid to retirees during the fiscal year to fund the minimum pension benefits of the Plan.

Methods and assumptions used to determine contribution rates:

Actuarial cost method: Immediate

Amortization method: Level dollar, closed

Asset valuation method: Market Value

Salary increases: 3%

Investment rate of return: Actual annuity purchase rates and 7%

Mortality table: Actual annuity purchase rates and the 1994 GAM table

City of Bellevue, Nebraska
Required Supplementary Information
September 30, 2020

Schedule of Changes in the City's Other Postemployment Benefits
Plan Liability and Related Ratios

	2020	2019	2018	2017	2016
Total OPEB Liability					
Service cost	\$ 229,023	\$ 222,352	\$ 260,498	\$ 252,911	\$ 158,600
Interest	137,754	130,633	118,853	116,828	122,218
Differences between expected and actual experience	(466,661)	-	(609,224)	-	663,793
Effect of assumption changes or inputs	417,115	-	(254,111)	-	658,007
Benefit payments	(186,187)	(192,410)	(281,144)	(338,527)	(307,096)
Net change in total other postemployment benefits liability	131,044	160,575	(765,128)	31,212	1,295,522
Total other postemployment benefits liability - beginning	3,159,624	2,999,049	3,764,177	3,732,965	2,437,443
Total other postemployment benefits liability - ending	<u>\$ 3,290,668</u>	<u>\$ 3,159,624</u>	<u>\$ 2,999,049</u>	<u>\$ 3,764,177</u>	<u>\$ 3,732,965</u>

Notes to Schedule:

No assets are accumulated to pay the above benefits.

Changes in assumptions since last actuarial valuation:

2020

- decrease in discount rate from 4.18% to 2.21%
- medical trend rate changed to 6.0% grading to 5.0% over five years
- mortality table changed to RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2019 generational projection of future mortality improvement

2018

- increase in discount rate from 3.06% to 4.18%
- medical trend rate changed to 6.5% grading to 5.0% over seven years
- mortality table changed to RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2017 generational projection of future mortality improvement

2016

- decrease in discount rate from 5.00% to 3.06%
- medical trend rate changed to 7.0% grading to 5.0% over eight years
- mortality table changed to RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2015 generational projection of future mortality improvement

Results for the other years within the last ten years are not available and will be developed prospectively from 2016.



City of Bellevue

Fire Department

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Bellevue Fire Department Council Report

Report Date 3/30/2020

A. General Items:

- QA/QI
- Currently have one FT Paramedic on probation
- Last week, one FT Paramedic completed ALS Probation and is now able to function independently
- Working on a project with Dr. Ernest to put a new QA process in place on an ongoing basis to ensure certain criteria is met and documented based on patient complaint/medic impression
- Creighton Advisory Board meeting scheduled 4-16
- Captain Glover will be attending a tabletop exercise with other metro EMS agencies sponsored by Omaha Metro healthcare Coalition on 4-27
- I will be participating in a Chest Pain Center re-Accreditation site visit with BMC on 4-15
- Continuing to train and integrate Captain Zink into EMS Bureau after Captain Rogers departure
- We are preparing our senior captains to Act as Battalion chiefs when Battalion Chiefs on leave.
- We are working to update and strengthen our Performance Evaluation process and forms.

B. Training:

- Power load cot training.
- Psych / Behavioral emergencies
- BNSF rail car hazmat training
- High pressure air bag for lifting heavy objects training.
- Two recruit training classes will take place in early April & May.

C. Inspections:

- Health care facility inspection One World Health Center 4700 Giles Road.
- Liquor license inspection Buck's 3003 samson Way.
- Plan review Milt's Mini Storage 2715 Chandler Road.





City of Bellevue Fire Department

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- Liquor license inspection Cubby's 7613 S. 36th St.
- Final remodel inspection 1820 Hillcrest Dr.
- Site plan meeting 36th & Lexington.
- Plan review One World Health remodel and expansion 2207 Georgia Ave.
- Plan review Milt's Storage 2715 Chandler Rd.

D. Calls: March 16th through March 29th

Fire – 38
Rescue - 157

E. Ambulance Billing

\$204,621.50 has been billed out to insurance companies (270 insurance claims)
<\$92,079.68> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$204,621.50)

\$112,541.82 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 102,871.13 deposited into the bank February 1-28, 2021

8,426.76 additional revenue in Credit/Debit card payments were received February 1-28, 2021.

\$ 111,297.89 TOTAL February 1-28, 2021 rescue fee revenue

Statement Billing:

275 statements were mailed to patients for unpaid account balances – from old billing system
These statements totaled \$ 157,774.18

294 statements were mailed to patients for unpaid account balances-from NEW billing system\
These statements totaled \$ 156,045.74

This is money owed the City from patients who have balances on their accounts after their insurance has paid
OR patients who are self-pay.

We will continue to run statements from the original server-based system through the month of May,
2021



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 1/22/2021 through 2/28/2021

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E31	3 person
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	E1	3 Person
Friday	PM	Full	
Saturday	AM	Full	
Saturday	PM	Full	
Sunday	AM	E1, T21	3 person
Sunday	PM	Full	

Staffing Report from 3/1/2021 through 3/7/2021

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	Full	
Thursday	AM	E31, E41	3 person
Thursday	PM	E1	3 Person
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	T21, E31	3 person
Saturday	PM	T21, E31	3 person
Sunday	AM	E41	3 person
Sunday	PM	Full	



City of Bellevue

Fire Department

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Staffing Report from 3/8/2021 through 3/14/2021

Monday	AM	T21, E31	3 person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	E1	3-Person	
Thursday	AM	T21, E31	3-Person	
Thursday	PM	Full		
Friday	AM	E31	3 person	
Friday	PM	Full		
Saturday	AM	T21, E31, E41	3-Person	
Saturday	PM	T21	3-Person	
Sunday	AM	T21, E31, E41	3-Person	
Sunday	PM	Full		

Staffing Report from 3/15/2021 through 3/21/2021

Monday	AM	T21	3-Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	T21	3-Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	E1	3-Person	
Saturday	PM	E41	3-Person	
Sunday	AM	T21, E31	3-Person	
Sunday	PM	Full		

Staffing Report from 3/22/2021 through 3/28/2021





City of Bellevue Fire Department

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Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E31, E41	3-Person
Wednesday	PM	Full	
Thursday	AM	E41	3-Person
Thursday	PM	Full	
Friday	AM	E1	3-Person
Friday	PM	Full	
Saturday	AM	E1	3-Person
Saturday	PM	E1, T21 & E41	3-Person
Sunday	AM	E1	3-Person
Sunday	PM	Full	