

Bellevue City Council Meeting

Tuesday, May 7, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Associate Pastor Caleb Breece, Midlands Bible Baptist Church, 2407 Chandler Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the back wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda (**Items marked with an (*) are approved where this item is, unless otherwise removed**)
 1. (*) Approval of the April 16, 2024 City Council Minutes.
 2. (*) Acknowledge receipt of April 25, 2024 Planning Commission Minutes.
 3. (*) Acknowledge Receipt of the 2024 1st Quarter Progress Report & Economic Indicators Report from Grow Sarpy.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Proclamation declaring May 15 -19, 2024 as "Bike Week" & May 15, 2024 as "The International Ride of Silence Day" in Bellevue. (Mayor Hike)
 - b. Proclamation declaring May as "Building Safety Month". (Mayor Hike)
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend approval of the appointments of Chief Perry Guido, Jim Ristow, and Harrison Johnson to a Joint Committee of the Eastern Sarpy County Fire District, per the Interlocal Agreement requirement, approved on February 6, 2024.
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4153: Request to rezone Lot 2, Menke's Second Addition, from BG to MU for the purpose of a mixed-use development, with site plan approval. Applicant: Housing Foundation for Sarpy County. General Location 2202 Pleasantview Lane. (Planning Director)
 - b. Ordinance No. 4154: Request to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking. Applicant: City of Bellevue. (Planning Director)
 - c. Ordinance No. 4155: Request to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs. Applicant: City of Bellevue. (Planning Director)
 - d. Ordinance No. 4156: Amend Chapter 18 of the Bellevue Municipal Code by amending Section 18-76 pertaining to parking of recreational vehicles, trailers and boats. (Code Enforcement)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4157 - Compensation Ordinance Update (HR Director) (**Requesting to waive the rule requiring reading on three different days be suspended, hold a public hearing tonight and vote after the public hearing at tonight's meeting**)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Recommendation to approve Event Application for Kevin Power's Private Event (11th Annual Pak-the-Pantry Neighborhood Collection Party), 108 Fox Meadow Court, from 6:00

p.m. to 12:00 a.m. (Music from 8:00 p.m. to 11:00 p.m.) on Saturday, July 27, 2024 and to waive the \$50 Event Fee. (City Clerk)

b. Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, June 1, 2024 to October 5, 2024 (except for the weekend of Arrows to Aerospace 2024, if held) from 6:00 a.m. to 1:00 p.m. and to waive the event fees. (City Clerk)

c. Recommendation to approve event application for Omaha Masonic Lodge #288 for the Cars For A Cause Event to benefit the Nebraska Humane Society on Saturday, June 29, 2024 at 2206 Longo Drive.

15. RESOLUTIONS:

a. Resolution No. 2024-07: Requesting approval to operate a satellite keno location at the business operated by Switchgear Entertainment, LLC dba "The Alley" at 601 Chateau Drive, Bellevue, NE and authorize the Mayor to sign. (City Clerk)

b. Resolution No. 2024-08: Approval of the Bellevue Bicycle Club to hold the annual "Ride of Silence" Special Event on May 15, 2024, from approximately 6:30 p.m. until 9:00 p.m. and to authorize the Mayor to sign. (City Clerk) **(Public Hearing Required)**

c. Resolution No. 2024-09: Approve and authorize the Mayor to sign a resolution approving Sarpy County and Cities Wasterwater Agency Resolution 2024-012 which is adopting a revised sewer user rates and connection fees schedule for the Unified SSWS. (Public Works Director)

16. CURRENT BUSINESS:

a. Recommendation to approve and authorize the Mayor to sign the Affiliation Agreement with Metro Community College to allow EMS students to do ride alongs for field internships. (Fire Chief Perry)

b. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Civilian Employee Association of Bellevue (CEAB) to reflect new compensation, effective the remaining term of the current Bargaining Agreement, ending September 30, 2025. (HR Director)

c. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) to reflect new compensation, effective the remaining term of the current Bargaining Agreement, ending September 30, 2025. (HR Director)

d. Approve and authorize the Mayor to sign an agreement with Midwest DCM for Washington Park Restroom Project, in an amount not to exceed \$329,890.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the agreement with Midwest DCM for the Stonecroft Park Restroom Project, in an amount not to exceed \$439,340.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the Agreement with Earnest Construction for the 2024 Concrete Projects (Package #2), in an amount not to exceed \$473,249.26. (Public Works Director)

g. Approve and authorize the Mayor to sign the Agreement with Lamp Rynearson for Wolf Creek 21st to South Cornhusker Design Project, in an amount not to exceed \$161,718.00. (Public Works Director)

h. Approve and authorize the Mayor to sign the Interlocal Agreement with Southern Sarpy Watershed- Papio Missouri River Natural Resource District (PMRNRD). (Public Work Director)

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
5/7/2024

Bellevue City Council Meeting, April 16, 2024, 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 April 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Michael Lusk, First Baptist Church, 112 E. 23rd Avenue, provided the invocation.

Bellevue Mayor Rusty Hike recognized Coach Steve Klein and the members of the Bellevue West Boys Basketball Team for winning the 2024 Nebraska State Basketball Championship last month at the Pinnacle Bank Arena in Lincoln.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

Motion was made by Burns, seconded by Preister, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Cook, seconded by Preister, to approve the consent agenda.

Consent agenda included the following items: Acknowledge receipt of the March 28, 2024 Planning Commission Minutes, Approval of the April 2, 2024, City Council Minutes; Acknowledge receipt of the March 12, 2024 Tree Board Meeting, Approval of Claims; recommend the following appointment of Kathy Radosta to the Tree Board Committee for four-year term ending April 2028; Approve and authorize Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Home Repair Program in an amount not to exceed \$50,000.00; Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with Bellevue Junior Sports Association (BJSA) for the Sports Participation Assistance Program in an amount not to exceed \$6,000.00; Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with Lift Up Sarpy County for the Bellevue Community Assistance Program in an amount not to exceed \$47,643.00; Approve and authorize Chief Clary to sign the Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) pertaining to Omaha Child Exploitation and Human Trafficking Task Force; and Approve and authorize Chief Clary to sign the Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) pertaining to Omaha Child Exploitation and Human Trafficking Task Force.

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

SPECIAL PRESENTATIONS:

Proclamation declaring April 16, 2024 as "Bellevue Woman's Club Day. (Mayor Hike)

Mayor Hike read the proclamation declaring April 16, 2024 Bellevue Woman's Club Day in Bellevue.

Ms. Jamesena Moore, 1703 Brenda Drive, President of the Bellevue Woman's Club, thanked the City Council and the community for their continued support.

Presentation from Fortis on the Audit & Financial Statement for the Fiscal Year Ending September 30, 2023. (Finance Director/Amy Shrek)

Mr. Rich Severson, Finance Director, stated the city is in good shape. There is enough cash to serve as a safety net without violating any state statutes. He mentioned the audit is available on the website for the public to view.

Ms. Amy Shrek, Forvis, 1120 S. 101st Street, Suite 410, Omaha, was present as the representative for the audit team. She explained the audit was performed in accordance with all the required standards. There are several reports issued following those standards. She explained what each report entails.

MINUTE RECORD

Bellevue City Council Meeting, April 16, 2024, Page 2

Councilwoman Welch questioned how healthy the city looks. Ms. Shrek stated there are several factors to be considered. Ms. Shrek stated it is a hard question to answer. There are several metrics to consider. The numbers in the financial report present a strong position.

Councilman Preister mentioned the reduction in bond indebtedness. He stated he assumes this makes the city look better. Ms. Shrek commented yes. As the liabilities move down it makes the net position a higher number, as long as the assets are staying consistent. Discussion followed on the hours the audit committee put into the audit. Ms. Shrek mentioned it was over 600 hours.

Councilman Cook thanked the Forvis, the Finance Department, and other departments in their assistance to the audit.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4152: To amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-95 regarding parking of trucks and to provide an effective date. (Code Enforcement)

Ordinance No. 4152: To amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-95 regarding parking of trucks and to provide an effective date was read for the third and final time.

Motion was made by Casey, seconded by Welch, to approve Ordinance No. 4152: To amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-95 regarding parking of trucks and to provide an effective date .

Councilman Preister requested the email received at the last meeting, from Brian Hanson, be addressed.

Mrs. Tammi Palm, Planning Director, explained the Zoning Ordinance has a section in the parking requirements which prohibits the parking of larger vehicles, trailers, semi-trailers, semi-tractors, etc. in residential neighborhoods. They cannot be parked outside of agricultural or industrial zones.

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

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4153: Request to rezone Lot 2, Menke's Second Addition, from BG to MU for the purpose of a mixed-use development, with site plan approval. Applicant: Housing Foundation for Sarpy County. General Location 2202 Pleasantview Lane. (Planning Director)

An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 2202 Pleasantview Lane, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be held May 7, 2024.

Ordinance No. 4154: Request to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking. Applicant: City of Bellevue. (Planning Director)

An ordinance to amend Section 8.03.06 of the City of Bellevue, Nebraska Zoning Ordinance regarding hard surface parking in residential areas for the City of Bellevue, Nebraska: to provide for the repeal of ordinances inconsistent herewith; and to provide when this ordinance shall be in full force and effect was read for the first time.

Mayor Hike stated the second reading and public hearing will be held May 7, 2024.

Ordinance No. 4155: Request to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs. Applicant: City of Bellevue. (Planning Director)

An ordinance to amend Section 7.04.03 of the City of Bellevue, Nebraska Zoning Ordinance regarding billboard signs for the City of Bellevue, Nebraska: to provide for the repeal of ordinances inconsistent herewith; and to provide when this ordinance shall be in full force and effect was read for the first time.

Mayor Hike stated the second reading and public hearing will be held May 7, 2024.

MINUTE RECORD

Bellevue City Council Meeting, April 16, 2024, Page 3

Ordinance No. 4156: Amend Chapter 18 of the Bellevue Municipal Code by amending Section 18-76 pertaining to parking of recreational vehicles, trailers and boats. (Code Enforcement)

Ordinance No. 4156: An ordinance to amend Chapter 18 of the Bellevue Municipal Code by amending Section 18-76 regarding parking of recreational vehicles, trailers and boats and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be held May 7, 2024.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approve and authorize the Mayor to sign the Real Estate Purchase Agreement for the purchase of land located on the southeast corner of Highways 75 and 34, in an amount of \$5,950,000. (Economic and Community Development Director)

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

Mr. Larry Iske, 2305 Greensboro Ave, requested clarification if the property is in the Southeast corner. Mayor Hike verified it is in the Northwest of Hwy 75 and Hidden Valley Drive. Mr. Iske pointed out it states Southeast corner. Mayor Hike noted the cover sheet and agenda are incorrect.

Mr. Jim Ristow, City Administrator, referred to Exhibit A in the packet. He explained the legal description Tax Lots 20, 21, 22, and 19A1A1A, located in the Northeast Quarter of Section 22, Township 13 North, Range 13 East of the 6th P.M. in the Sarpy County, Nebraska. Mayor Hike stated the legal description is correct and the property is in the Northeast Quarter. He explained the cover sheet to the item is not accurate.

Mr. Iske questioned if the water park is going to be located on the proposed 70 acres. Mayor Hike replied yes. Mr. Ristow explained the process the city follows when looking at purchasing property. Conversation ensued.

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 McCaw, to approve and authorize the Mayor to sign the Real Estate Purchase Agreement for the purchase of land located the legal description Tax Lots 20, 21, 22, and 19A1A1A, located in the Northeast Quarter of Section 22, Township 13 North, Range 13 East of the 6th P.M. in the Sarpy County, Nebraska as outline on Exhibit A.

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

RESOLUTIONS:

Resolution No. 2024-04: Request to approve the Redevelopment Plan for Lots 2, 4, & 5 and Outlots A, D, E & F, Cardinal Commons (Phase II) and authorize the Mayor to sign. Applicant: Excel Development Group. General Location: 13th Street and Kasper Street. (Public Hearing Required)

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

Mr. Andrew Willis, with Cline Williams, 233 S 13th Street, Lincoln, was present on behalf of the applicant. Mr. Willis advised this is Phase II of the Cardinal Commons affordable housing development. There will be 13 duplexes, 26 units of affordable housing for 55 and older seniors. He advised the TIF request is for \$250,000.00 to fill the financing gap and is very important for this project.

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by McCaw, to approve Resolution No. 2024-04: Request to approve the Redevelopment Plan for Lots 2, 4, & 5 and Outlots A, D, E & F, Cardinal Commons (Phase II) and authorize the Mayor to sign. Applicant: Excel Development Group. General Location: 13th Street and Kasper Street.

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

Resolution No. 2024-05: Approve and authorize the Mayor to sign Resolution No. 2024-05 and Construction Engineering Supplemental Agreement No. 1, 36th Street, N-370-Sheridan (MAPA-5061(5), CN 22276) with Olsson Agreement in the amount of \$4,840.00. (Public Works Director)

MINUTE RECORD

Bellevue City Council Meeting, April 16, 2024, Page 4

Motion was made by Casey, seconded by McCaw, to approve Resolution No. 2024-05: Approve and authorize the Mayor to sign the Resolution No. 2024-05 and Construction Engineering Supplemental Agreement No. 1, 36th Street, N-370-Sheridan (MAPA-5061(5), CN 22276) with Olsson Agreement in the amount of \$4,840.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution No. 2024-06: Approve and authorize the Mayor to sign a resolution to adopt policies for applying Design Build and Construction Manager at Risk Contract Delivery System on City Projects as allowed by ACT. (Public Works Director)

Motion was made by Welch, seconded by Cook, to approve Resolution No. 2024-06: Approve and authorize the Mayor to sign a resolution to adopt policies for applying Design Build and Construction Manager at Risk Contract Delivery System on City Projects as allowed by ACT. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Western Engineering Company, Inc. in the amount of \$1,282,403.20, plus a 10% contingency of \$128,240.32, for a total project cost of \$1,410,643.52 for the 2024 Overlay Projects. (Public Works Director)

Motion was made by Casey, seconded by Preister, to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Western Engineering Company, Inc. in the amount of \$1,282,403.20, plus a 10% contingency of \$128,240.32, for a total project cost of \$1,410,643.52 for the 2024 Overlay Projects. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the proposal for the purchase of twelve heat pump controllers from Control Masters for 1510 Wall Street building in the amount of \$22,296.00. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to purchase twelve heat pump controllers from Control Masters for 1510 Wall Street building in the amount of \$22,296.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the purchase and installation of two exterior signs from Metal Logos, for the new library, in the amount of \$10,584.75. (Public Works Director)

Motion was made by Welch, seconded by Preister, to approve and authorize the Mayor to sign the purchase and installation of two exterior signs from Metal Logos, for the new library, in the amount of \$10,584.75. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch and Co. in the amount of \$199,171.00 for professional services for the 2024 Overlay Projects. (Public Works Director)

Motion was made by Preister, seconded by Cook, to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch and Co. in the amount of \$199,171.00 for professional services for the 2024 Overlay Projects. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the final payment application in the amount of \$44,134.00 and approve Change Order No. 1 in the amount of \$18,641.75 for the closing of project: Schilling Drive Bridge Removal (BPW #210719) with JMN Construction LLC. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the final payment application in the amount of \$44,134.00 and approve Change Order No. 1 in the amount of \$18,641.75 for the closing of project: Schilling Drive Bridge Removal (BPW #210719) with JMN Construction LLC. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

16k. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Cardinal Development Group in order to facilitate the construction of Phase I Cardinal Commons. (Chief Building Official)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Cardinal Development Group in order to facilitate the construction of Phase I Cardinal Commons. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, April 16, 2024, Page 5

Approve the purchase of shelving, counter-tops, and signage along with drop cart for the new library, from Midwest Storage Solutions, Inc. in an amount not to exceed \$316,615.00 (with 25% down payment of \$79,153.75, upon ordering). (Public Works Director)

Motion was made by Preister, seconded by Welch, to approve the purchase of shelving, counter-tops, and signage along with drop cart for the new library, from Midwest Storage Solutions, Inc. in an amount not to exceed \$316,615.00 (with 25% down payment of \$79,153.75, upon ordering. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve the purchase of furniture and cabinets for the new library from AOI Corporation, in an amount not to exceed \$347,099.07. (with 50% down payment of \$173,549.54 upon ordering.)

Motion was made by Welch, seconded by Cook, to approve the purchase of furniture and cabinets for the new library from AOI Corporation, in an amount not to exceed \$347,099.07. (with 50% down payment of \$173,549.54. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. (April Report will be attached to the May 7th Council packet)

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting adjourned at 6:56 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on April 16, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

Bellevue Planning Commission Meeting, April 25, 2024, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, April 25, 2024, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Sims, Taylor-Jones, Jacobson, Lasenburg, and Bennett. Absent were Commissioners Ackley, Aerni, and Perrin. Also present was Tammi Palm, Planning Director.

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

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

Motion was made by Sims, seconded by Hankins, to approve the minutes of the March 28, 2024, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

Jacobson explained the public hearing procedures.

PUBLIC HEARING was held on a request to approve the Redevelopment Plan for Lot 2, Bellevue Replat Three. Applicant: Franklin Flats, LLC. General location: 2009 Franklin St. Case #: ECD-64.

Jacobson asked staff for updates. Palm stated there were no updates and gave a brief summary of the request.

Palm stated the project is a vacant building located at 2009 Franklin Street. She stated the applicant is proposing to renovate the existing building which will include adding a second story. Palm stated with this renovation 6,000 square feet of the existing space will be allocated for a daycare and the remaining space will consist of nine two-bedroom apartments. She said seven of those apartments would be located above the daycare and two ADA (Americans with Disability Act) accessible apartments on the ground floor. Palm stated the applicant is estimating the valuation to be over \$2,500,000 dollars upon completion with the current assessed base value of \$197,000. She said the Redevelopment Plan indicates there is approximately \$2,700,000 dollars of TIF (Tax Increment Financing) eligible redevelopment costs. Palm said the applicant is proposing the use of TIF to fund \$491,000 of these expenses. She said staff is recommending approval of the Redevelopment Plan based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development. Palm stated this developer also redeveloped the now completed multi-family housing adjacent to this property.

Nick McCright, 8617 Douglas St., Omaha, NE, stated he was the owner of the property. McCright said with the added second story there will be 18,000 square feet of space with seven apartments on the second floor and two ADA apartment on the main level with the daycare. He stated there are two parties interested in running the daycare center and each apartment will be two-bedrooms, two baths.

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

Hankin asked staff if the TIF amount at 17.7% was typical. Palm stated this is typical for some of the recent requests. She stated the City Attorney reviewed the plan for legal content and the Finance Director reviewed it for the proposed interest rate and both found the plan acceptable.

Lasenburg questioned whether the new development would be sharing parking with the existing multi-family development. McCright stated the project site currently has a 19-stall parking lot as well as off-street parking. He stated the site plan provides for the addition of 7 parking stalls on the south and southeast sides of the building. He said the townhouses have one car garages with a stall in front of the garages.

MINUTE RECORD

Bellevue Planning Commission Meeting, April 25, 2024, Page 2

MOTION was made by Taylor-Jones, seconded by Sims, to recommend APPROVAL of a request to approve the Redevelopment Plan for Lot 2, Bellevue Replat Three. Applicant: Franklin Flats, LLC. General location: 2009 Franklin St. Case #: ECD-64. APPROVAL based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on May 21, 2024.

Meeting adjourned at 6:11 p.m.

Dianna Van Horn

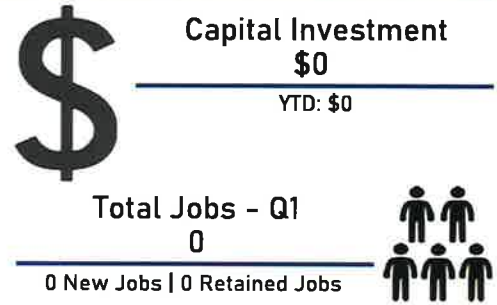
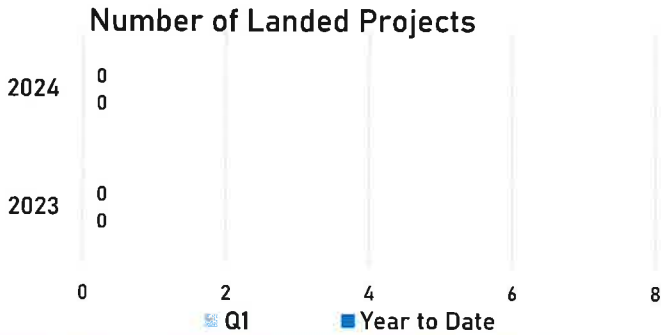
Dianna Van Horn
Planning Secretary

1st Quarter 2024 Progress Report

GOAL

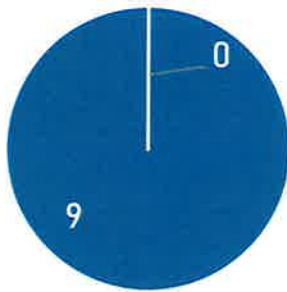
Create, grow and recruit businesses, jobs and investment in Sarpy County

Landed Projects



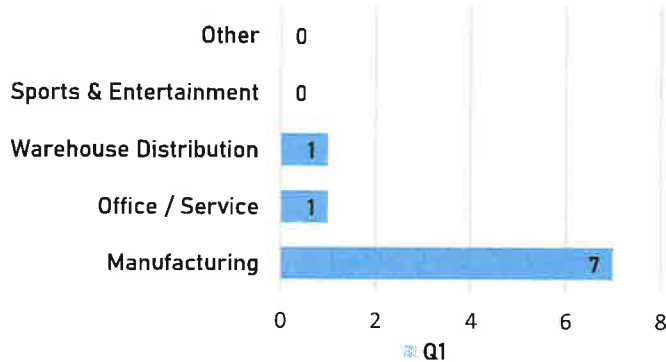
Project Pipeline

9 Opportunities - Q1
9 New to Market | 0 Existing Business



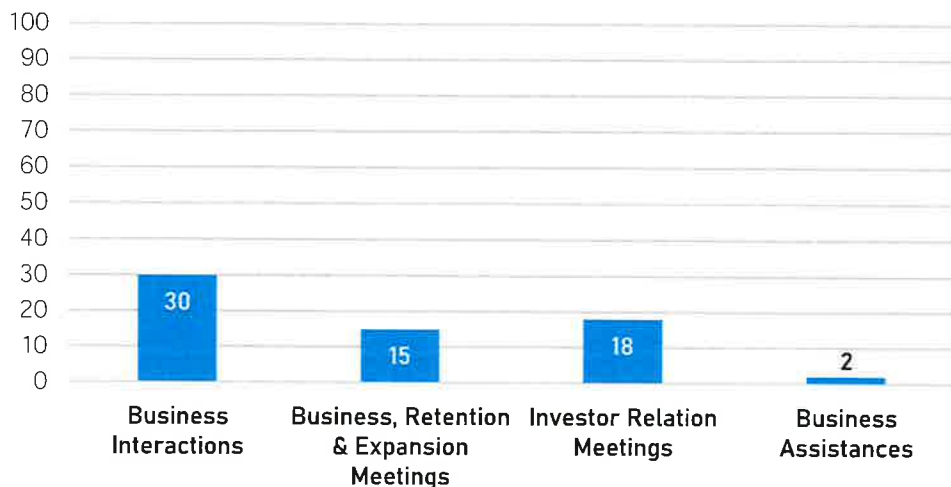
■ New to Market / Start Up
■ Retention / Expansion

New to Market Project Type



0 Prospect Visits - Q1

Business Interactions



GOAL

Deliver relevant and high quality member programs, events, services and information

Investor Base

New Investors		Dropped Investors	
Q1	YTD	Q1	YTD
6	6	2	2
\$22,575	\$22,575	\$6,000	\$6,000

Includes increased investments

Net New Investment: \$16,575

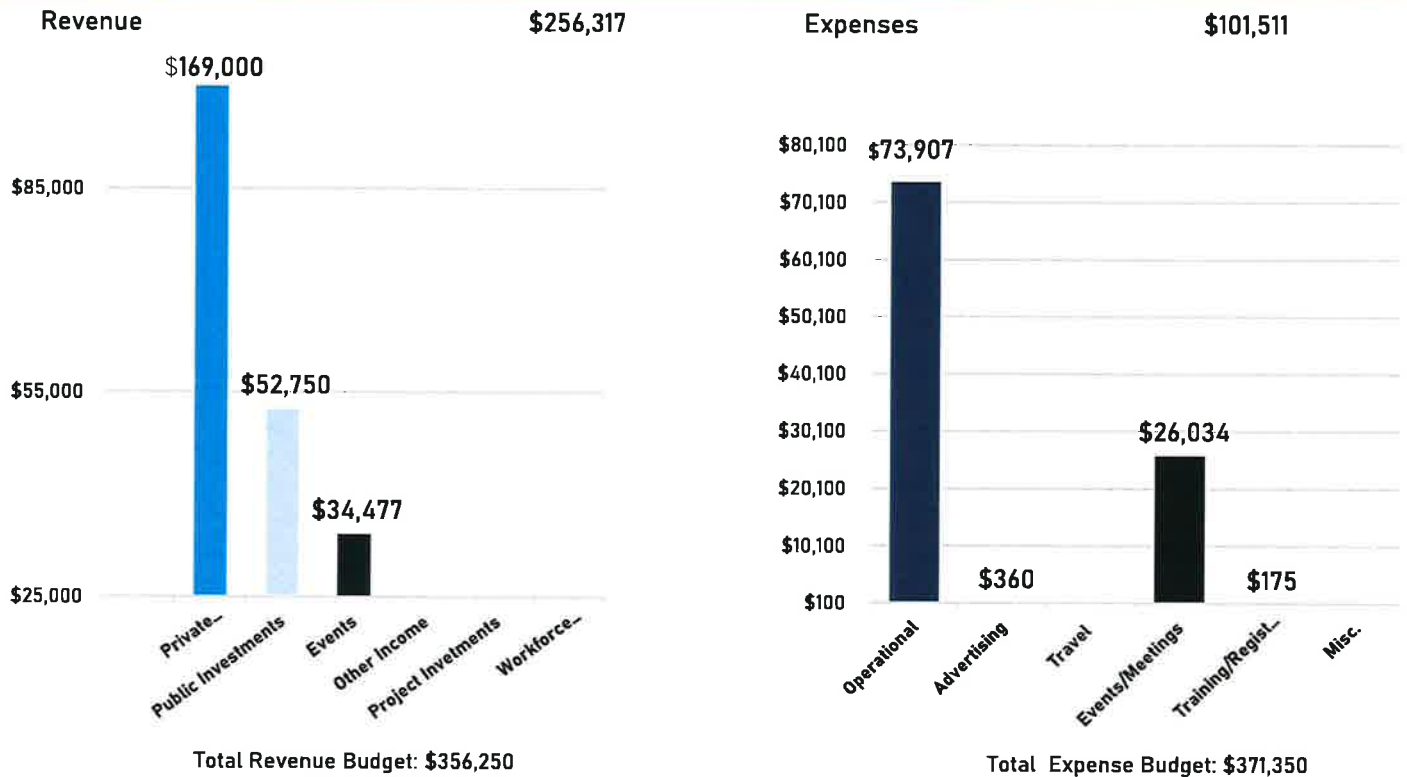
Event Engagement

Investor Engagement
(286) Annual Meeting



Board Member Engagement
(42) Board Meeting (March)

Organizational Resources



Strategic Meetings

Q1

Community Interactions	24
Speaking Engagements	1
Site Investigation & Project Meetings	2



2024 1st Quarter Economic Indicators Report

Building Permit Valuations					
Community	Jan-24	Feb-24	Mar-24	1st Qtr. 2024	1st Qtr. 2023
Sarpy County	\$ 4,151,735	\$ 4,185,176	\$ 4,992,331	\$ 13,329,242	\$ 2,768,473
Bellevue	\$ 25,549,630	\$ 17,732,479	\$ 11,102,512	\$ 54,384,621	\$ 19,426,394
Papillion*	\$ 9,290,511	\$ 17,525,149	\$ 18,144,896	\$ 44,960,556	\$ 56,850,236
La Vista	\$ 1,704,000	\$ 113,000	\$ 5,068,700	\$ 6,885,700	\$ 2,671,460
Gretna*	\$ 6,751,370	\$ 12,215,541	\$ 8,039,771	\$ 27,006,682	\$ 51,638,351
Springfield	\$ 347,619	\$ 1,076,770	\$ 5,418	\$ 1,429,807	\$ 3,903,861
TOTAL	\$ 47,794,865	\$ 52,848,115	\$ 47,353,628	\$ 147,996,608	\$ 137,258,775

Approved New Business / Industrial / Office Park Platted Lots			
Subdivision Name	Address	Location	Lots
Giles Pointe (replat)	South 180th & Giles Road	Gretna	1
		TOTAL	1

Approved Multi-Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
		TOTAL	0

Approved Single Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
Capehart Ridge	South 224th & Capehart Road	Gretna	10
Kulm Acres	Southwest of 132nd Street & Buffalo Road	Sarpy	3
		TOTAL	13

Single Family Housing Permits Issued					
Community	Jan-24	Feb-24	Mar-24	1st Qtr. 2024	1st Qtr. 2023
Sarpy County	10	11	6	27	1
Bellevue	4	13	19	36	29
Papillion*	16	26	39	81	68
La Vista	0	0	0	0	0
Gretna *	21	46	27	94	69
Springfield	1	1	0	2	0
TOTAL	52	97	91	240	167

Multi-Family Housing # of Units Permits Issued					
Community	Jan-24	Feb-24	Mar-24	1st Qtr. 2024	1st Qtr. 2023
Sarpy County	0	0	0	0	0
Bellevue	0	36	0	36	0
Papillion*	0	0	0	0	0
La Vista	0	0	0	0	0
Gretna *	0	8	0	8	210
Springfield	0	0	0	0	0
TOTAL	0	44	0	44	210

Sarpy County Labor Force Statistics					
Month	Labor Force	Employment	Unemployment	Rate	
Jan-24	98,763	96,179	2,584	2.6%	
Feb-24	99,961	97,023	2,938	2.9%	
Mar-24	100,593	98,006	2,587	2.6%	
Jan-23	98,903	96,818	2,085	2.1%	
Feb-23	99,418	97,347	2,071	2.1%	
Mar-23	101,096	99,170	1,926	1.9%	



2024 1st Quarter Economic Indicators Report

Building Permit Valuations Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	\$ 13,329,242				\$ 13,329,242
	2023	\$ 2,768,473				\$ 2,768,473
Bellevue	2024	\$ 54,384,621				\$ 54,384,621
	2023	\$ 19,426,394				\$ 19,426,394
Papillion*	2024	\$ 44,960,556				\$ 44,960,556
	2023	\$ 56,850,236				\$ 56,850,236
La Vista	2024	\$ 6,885,700				\$ 6,885,700
	2023	\$ 2,671,460				\$ 2,671,460
Gretna *	2024	\$ 27,006,682				\$ 27,006,682
	2023	\$ 51,638,351				\$ 51,638,351
Springfield	2024	\$ 1,429,807				\$ 1,429,807
	2023	\$ 3,903,861				\$ 3,903,861
TOTALS	2024	\$ 147,996,608				\$ 147,996,608
	2023	\$ 137,258,775				\$ 137,258,775

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	27				27
	2023	1				1
Bellevue	2024	36				36
	2023	29				29
Papillion*	2024	81				81
	2023	68				68
La Vista	2024	0				0
	2023	0				0
Gretna *	2024	94				94
	2023	69				69
Springfield	2024	2				2
	2023	0				0
TOTALS	2024	240				240
	2023	167				167



2024 1st Quarter Economic Indicators Report

Multi-Family Housing # of Units Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	0				0
	2023	0				0
Bellevue	2024	36				36
	2023	0				0
Papillion*	2024	0				0
	2023	0				0
La Vista	2024	0				0
	2023	0				0
Gretna *	2024	8				8
	2023	210				210
Springfield	2024	0				0
	2023	0				0
TOTALS	2024	44				44
	2023	210				210

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	3				3
	2023	0				0
Bellevue	2024	0				0
	2023	0				0
Papillion	2024	0				0
	2023	70				70
La Vista	2024	0				0
	2023	0				0
Gretna *	2024	10				10
	2023	147				147
Springfield	2024	0				0
	2023	0				0
TOTALS	2024	13				13
	2023	217				217



2024 1st Quarter Economic Indicators Report

Commercial Projects Permitted Over \$250,000				
Project	Address/Location	Community	Valuation	Sq. Ft.
Hickory Hill Elementary School addition/renovation	1307 Rogers Drive	Papillion	\$7,800,000	48,845
Furnkey	9009 South 135th Street	Papillion	\$5,113,366	165,052
Parkview Heights School addition/remodel	7609 South 89th Street	La Vista	\$4,968,000	6,100
MUD addition & new building	4001 LaPlatte Road	Bellevue	\$3,700,000	3,120
Bellevue Public Schools - addition	2812 Arboretum Drive	Bellevue	\$2,400,000	469
Chandler Storage	1524 Chandler Road	Bellevue	\$1,500,000	24,610
Space Tech Park remodel	1408 Fort Crook Road, Suite 300	Bellevue	\$1,000,000	12,138
Rocket Car Wash	19111 Oakmont Drive	Gretna	\$910,661	6,672
Nebraska Warehouse	14850 Rodina Street	Springfield	\$818,352	69,120
Panda Express	12448 Southport Parkway	La Vista	\$750,000	2,621
Dasis Cigar Lounge	8216 City Centre Drive, Suite A	La Vista	\$700,000	4,158
Woodhouse - remodel	7713 South 19th Circle	Bellevue	\$553,181	12,407
Cardinal Commons	9225 South 9th Court	Bellevue	\$527,132	2,224
Fareway Meat & Grocery	17070 Audrey Street	Sarpy	\$475,000	24,351
Fareway remodel	1325 Jersey Street	Papillion	\$475,000	24,584
Starbucks Coffee	9550 South 71st Plaza	Papillion	\$450,000	2,302
Winwater/Winsupply	9110 South 145th Street	Gretna	\$408,613	3,118
Walnut Creek Eyecare	2063 Creek Side Drive	Papillion	\$369,000	2,063
Midlands MOB remodel	401 East Gold Coast Road	Papillion	\$325,000	33,425
Wise Heavy Equipment Facility remodel	10810 South 144th Street	Papillion	\$275,000	25,225
Western Sand & Gravel	18805 West Highway 31	Sarpy	\$250,000	200

MINUTE RECORD

CLAIMS FOR MAY 7, 2024

CITY ADMINISTRATOR		
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	140.77
IDEAL PURE WATER COMPANY	BOTTLED WATER	102.35
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	26.08
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	298.97
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	205.47
		\$ 773.64
CITY COUNCIL		
DON PREISTER	2024/02/04-03/03 REIMB FOR INTERNET	59.99
DON PREISTER	2024/03/04-04/03 REIMB FOR INTERNET	106.06
		\$ 166.05
Legal		
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	24.84
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	4.60
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	52.76
		\$ 82.20
Cable Advisory		
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	124.21
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	23.02
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	263.80
		\$ 411.03
CITY CLERK		
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	215.30
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	2024/06/30-2025/06/30 MEMBERSHIP DUES- KLUTHE, HARBIN	350.00
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	39.90
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	457.24
SHIRLEY HARBIN	REIMB MILEAGE FOR TRAINING	25.33
		\$ 1,087.77
FINANCE/RISK MANAGEMENT		
BELLEVUE PRINTING COMPANY	COB ENVELOPES	806.65
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	182.18
CAPITAL BUSINESS SYSTEMS, INC	2024/03/09-04/08 COPIER EXPENSE	6.26
HANEY SHOE STORE	SAFETY SHOES-GRIEB, S HOUGHTALING	241.98
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	33.76
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	386.90
QUADIENT FINANCE USA, INC	2024/03/20 REFILL ACCT 9893	492.55
		\$ 2,150.28
LIBRARY		
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	308.45
CAPITAL BUSINESS SYSTEMS, INC	2024/06/02-09/01 COPIER EXPENSE	408.91
CENGAGE LEARNING, INC	CREDIT-BOOKS	(27.99)
CENTER POINT LARGE PRINT	BOOKS	89.88
COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	107.39
INDOFF, INC	OFFICE SUPPLIES	284.95
INGRAM LIBRARY SERVICES	BOOKS	2,926.01
LIBRARICA, LLC	2024/05/19-2025/05/19 RENEW SUBSCRIPTION	387.60

MINUTE RECORD

CLAIMS FOR MAY 7, 2024

PAGE 2

LIBRARY (cont'd)

LIBRARY IDEAS	BOOKS	47.20
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	114.01
QUADIENT FINANCE USA, INC	2024/03/01-26 LIBRARY POSTAGE	738.94
RUFF WATERS	AQUARIUM MANAGEMENT	75.00
TRISTAR	2024/01/31M CLAIMS PAID AND ALAE	8.75
		<u>5,469.10</u>
		\$

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	140.77
IDEAL PURE WATER COMPANY	BOTTLED WATER	53.75
INDUSTRIAL ORGANIZATIONAL	NAT'L FF SELECTION INVENTORY	3,042.00
INTEGRATED CARE, LLC	PHYSICAL TESTS	375.00
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	26.08
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	298.97
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	2,591.31
		<u>6,527.88</u>
		\$

CODE ENFORCEMENT

BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	20.62
CAPITAL BUSINESS SYSTEMS, INC	2024/03/10-04/09 COPIER EXPENSE	85.08
GALLO PROFESSIONAL POLYGRAPH	POYGRAPH SERVICE	400.00
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	5.93
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	127.13
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	670.09
		<u>1,308.85</u>
		\$

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240119 2024/03/11-2024/04/07 MS4 PERMITTING	6,556.46
ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER NSTALLATION 2024/03/11-2024/04/07	7,524.71
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	34.63
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	9.96
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	213.49
TRISTAR	2024/01/31M CLAIMS PAID AND ALAE	4,966.59
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	89.85
		<u>19,395.69</u>
		\$

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	2024/04/22 MOWING	1,093.35
A-RELIEF SERVICES	2024/04/02-04/29 PORTABLE RESTROOMS	947.00
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	480.05
CAPITAL BUSINESS SYSTEMS, INC	2024/03/18-04/17 COPIER EXPENSE	13.49
COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	2024/02/02 CODE CLEANUP	1,200.00
HUGHES MULCH PRODUCTS	MULCH	2,200.00
HUGHES TREE SERVICE	TREE REMOVAL-20TH & FRANKLIN	2,000.00
MARKING REFRIGERATION, INC	REPAIR ICE MACHINE-PARKS	400.00
METROPOLITAN UTILITIES DIST	2024/03/13-04/10 MONTHLY SERVICE	534.32
THIELE GEOTECH	BPW-240106 TRAIL RENOVATIONS	642.00
TY'S OUTDOOR POWER & SERVICE	4520 VENTRAC S/N 4520N-AR07832	51,185.80
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	1,295.79
		<u>62,206.58</u>
		\$

MINUTE RECORD

CLAIMS FOR MAY 7, 2024

PAGE 3

RECREATION

BELLEVUE EAST HIGH SCHOOL	FLAG FOOTBALL/SOCCER LEAGUES REIMB	3,200.00
CAPITAL BUSINESS SYSTEMS, INC	2024/03/11-2024/04/10 COPIER EXPENSE	76.38
COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	88.39
DELL MARKETING L.P.	COMPUTER	1,345.00
DENNIS MITCHELL	REFUND RADIO CLUB DEPOSIT-PD 8/24/2023	425.00
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	118.58
MIDWEST IMPRESSIONS	BASEBALL AND SOFTBALL UNIFORMS	17,767.20
ODEYS FIELD EXPERTS	LINESTRIPT WHITE PAINT	500.00
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	126.89
		\$ 23,647.44

FACILITY MAINTENANCE

BEST CUT LAWN CARE	RETAINING WALL-DIST 2	15,750.00
BIG RED LOCKSMITHS	CHANGE COMBINATION, DUP KEYS	102.50
BLACK BELT MOVERS	MOVER FOR LEGAL OFFICE	1,290.00
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	1,580.41
CARPENTER PAPER CO	JANITORIAL SUPPLIES	896.35
CONTROL MASTERS, INC	SET BOILER INTERFACE	6,982.89
DAY ELECTRIC SERVICE, INC	NEW QUAINTERS BOXES	1,482.82
ENGINEERED CONTROLS	TRAINING SITE NEW CONTROLLERS	9,350.00
FIRE PROTECTION SERVICES, LLC	REPLACE DUCT DETECTORS	1,435.00
HOTSY EQUIPMENT CO	SERVICE MAINTENANCE, PARTS	217.00
JACKSON SERVICES, INC	DOOR MATS-CITY BUILDINGS	140.53
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE	363.31
MMC MECHANICAL CONTRACTORS, INC	K9 UNIT REPAIR, HP NOT RUNNING, NEW FAN	9,369.00
OMAHA DOOR & WINDOW COMPANY, INC	INSTALL STEEL DOOR-FLEET	2,960.43
PRECISE MRM LLC	FLAT DATA PLAN	115.00
ROCHESTER MIDLAND CORPORATION	2024/04/30M WATER ENERGY TEAM BILLING	165.00
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	1,033.60
TRICO MECHANICAL SERVICES	A/C MAINTENANCE-LIBRARY	553.14
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	765.53
		\$ 54,552.51

CEMETERY

BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	153.60
COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	83.39
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE	205.44
TRED-MARK COMMUNICATIONS	2023/11/30 INSTALL CABLES IN CEMETERY KIOSK	1,435.00
		\$ 1,877.43

STREETS

ACS INDUSTRIES INC	FORKS FOR SO SHOP LOADER	6,253.13
ALFRED BENESCH & COMPANY	BPW-230104 2023 OVERLAY PROJECTS	8,560.00
	2024/03/11-2024/04/07	
ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2024/03/07-	7,725.08
	2024/04/07	
ANDERSON FORD OF LINCOLN	5-2024 FORD 550	311,570.00
AVERY RENTS	PROPANE	90.28
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	1,080.88
CAPITAL BUSINESS SYSTEMS, INC	2024/03/12-04/11 COPIER EXPENSE	54.16
CARROLL CONSTRUCTION SUPPLY	CAUTION TAPE, NAIL STAKES	284.12
CONCRETE SUPPLY, INC	CONCRETE	3,158.76
COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	274.17

MINUTE RECORD

CLAIMS FOR MAY 7, 2024

PAGE 4

STREETS (cont'd)

FELSBURG HOLT & ULLEVIG, INC	BPW-240126 36TH MAPA 2025 2024/02/06-02/29	7,738.75
FELSBURG HOLT & ULLEVIG, INC	BPW-240123 SIGNAL IMPROVEMENT 2024/03/01-03/31	16,527.00
INDEPENDENT SALT CO	SALT/ICE CONTROL	11,242.22
JACOBS ENGINEERING GROUP, INC	BPW -240124 WHITTED CREEK 2024/03/05-03/29	3,574.87
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE IMP 2024/02/24-2024/03/29	24,300.13
JACOBS ENGINEERING GROUP, INC	BPW-240121 COLLEGE HTGS 2024/02/06-2024/03/29	9,199.36
JEO CONSULTING GROUP, INC	BPW-240102 CONCRETE PROJECTS THRU 2024/03/29	68,000.50
JMN CONSTRUCTION, LLC	BPW-210719 SCHILLING BRIDGE REMOVAL-FINAL	44,134.00
LOGAN CONTRACTORS SUPPLY	CLEAR POLY	380.00
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	12,757.23
MARTIN ASPHALT	BULK OIL	1,428.00
METROPOLITAN COMMUNITY COLLEGE	CDL CLASS B TUITION-WARING, DOWELL	3,360.00
METROPOLITAN UTILITIES DIST	2023/01/01-2024/04/04 MONTHLY SERVICE	985.19
MIDWEST FENCE	GUARDRAIL AND END TREATMENT	12,750.00
OMAHA PUBLIC POWER DISTRICT	2024/03/01-04/11 MONTHLY SERVICE	1,388.55
OMNI ENGINEERING	ASPHALT	2,195.73
OMNI ENGINEERING	BPW-230104 OVERLAY PROJECTS THRU 2024/04/13	94,958.01
PRECISE MRM LLC	FLAT DATA PLAN	1,219.00
READY MIXED CONCRETE COMPANY	CONCRETE	42,544.72
STREET SMART RENTALS, LLC	CRASH TRAILER 4T9TA1714H1M71632	33,325.00
TY'S OUTDOOR POWER & SERVICE	2 SPREADERS AND 4 SNOW PLOW BLADES	58,347.24
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2017 HAFP	48,835.00
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2019 HAFP	200,000.00
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2019 HAFP	29,383.75
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	6,172.79
WESCO DISTRIBUTION	STABILIZER	612.15
WILBUR ELLIS	HERBICIDE	6,215.00
		\$ 1,080,624.77

FLEET MAINTENANCE

911 CUSTOM, LLC	DUO LINEAR ION LIGHTS	513.23
ALLIED OIL & SUPPLY COMPANY	OIL	460.80
AUTO VALUE PARTS - SOUTH OMAHA	DISC BRAKE PADS, BRAKE ROTOR, SPARK PLUGS, O-RINGS	136.91
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, SILICONE ADHESIVE, PRIMELINE	429.89
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	817.20
COLLECTIVE DATA, INC	2024/04/18-2025/04/17 RENEWAL SUPPORT & MAINTENANCE	9,693.72
COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	107.39
FACTORY MOTOR PARTS CO	BLOWER MOTOR WHEEL, COOLING MOTOR	190.67
GRAINGER	PAINT THINNER, BIN DIVIDERS	498.06
INTERSTATE POWER SYSTEMS, INC	REBUILD TRANSMISSION	11,445.28
JONES AUTOMOTIVE	ARROW STICKS FOR TRUCKS	2,474.00
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	128.80
MIDWEST LIFT WORKS LLC	SET OF 4 LIFTS	57,551.28
NAPA AUTO PARTS	PRIMARY WIRE, OIL, FILTERS, FUSES, GLOVES, TRAILER WIRE	1,345.27
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, BUTTONS, WASHERS, DRILL BITS, PINS, GROMMETS	340.67
THERMO KING CHRISTENSEN	RECEIVER, BLOCK TYPE	58.23
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	486.65
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	453.00
WOODHOUSE PLATTSMOUTH	AWD MODULE NOT WORKING	475.39
		\$ 87,606.44

MINUTE RECORD

CLAIMS FOR MAY 7, 2024

PAGE 5

SOLID WASTE

PAPILLION SANITATION	2024/03/19-03/26 GLASS RECYCLING	365.77
		\$ 365.77

PLANNING

BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	31.33
CAPITAL BUSINESS SYSTEMS, INC	2024/03/18-04/17 COPIER EXPENSE	134.39
COLUMN SOFTWARE, PBC	LEGAL AD	11.41
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	9.01
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	193.10
		\$ 379.24

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	41.86
CAPITAL BUSINESS SYSTEMS, INC	2024/03/18-04/17 COPIER EXPENSE	108.40
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	12.03
MOSHER CONSTRUCTION	BOARD UP PROPERTY-38TH & HARRISON	175.00
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	258.01
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	1,213.32
		\$ 1,808.62

POLICE

ABM SUPPLY	GAS MASK VOICE PROJECTION MICROPHONE	269.00
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	2,117.23
AXON ENTERPRISE, INC	TASER CERTIFICATION BUNDLE	2,843.35
BELLEVUE PRINTING COMPANY	FIELD INTERVIEW CARDS	765.00
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	741.78
BULLSEYE PDR, INC	PAINTLESS DENT REPAIR-UNIT 626	150.00
CANTH AWARDS	SHADOW BOX	60.00
CAPITAL BUSINESS SYSTEMS, INC	2024/03/17-04/16 COPIER EXPENSE	312.25
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	1,069.00
CONNER PSYCHOLOGICAL SERVICES PC	TESTING EVAL, WELLNESS CHECKS	3,190.00
COVERTRACK GROUP, INC	2024/06/01-2025/05/31 TRACKING SERVICE, SUPPORT	720.00
COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	276.99
COX BUSINESS SERVICES	2024/04/02-05/01 MONTHLY SERVICE	285.00
DILLON BROTHERS H-D BUELL	LUBRICANT	69.96
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	20.03
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	800.00
GALL'S, LLC	DUTY BELT KITS	325.68
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHIC KIT-UNIT 626	478.82
GREAT PLAINS UNIFORMS	BALLISTIC VEST, UNIFORMS	1,296.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	247.81
JAMF SOFTWARE LLC	MOBILE MANAGER DEVICE MANAGER	990.00
JO DONS	PLAQUE FOR PACIFICA POLICE DEPT	60.00
JOSEPH GRAY	REIMB FOR CHECQUE MEDICINE	97.42
JR BADGES	JUNIOR POLICE OFFICER BADGES	1,414.00
KAREN WRIGLEY	REIMB TESTING SUPPLEMENT, PER DIEM	511.55
KELLI BROWN	REIMB PER DIEM FOR TRAINING	383.50
KIESLER POLICE SUPPLY & AMMO	HELMETS, FACE SHIELDS, BAGS	916.65
MATTHEW VANN	REIMB PER DIEM FOR TRAINING	206.50
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	213.27
NATHAN MOORE	REIMB PER DIEM FOR TRAINING	206.50
NEBRASKA LAW ENFORCEMENT	LODGING, KENNEL-GRAY, TABE TEST FEE-WINGDAD	114.00

MINUTE RECORD

CLAIMS FOR MAY 7, 2024

PAGE 6

POLICE (cont'd)

OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	4,572.22
PROJECT LIFESAVER INTERNATIONAL	PROJECT LIFESAVER SUPPLIES	1,474.80
ROBERT PAGE	REIMB PER DIEM FOR TRAINING	566.84
SAFE TECH, INC	EJECTABLE CHAMBER FLAGS	298.00
SARPY COUNTY TREASURER	YEAR 1 2024-MOTOROLA LRMS/RMS SOFTWARE	95,488.82
SMITH DAVIS INSURANCE INC	2024/05/19-2028/05/19 RENEW SURETY BOND-MELROSE, VEST	80.00
TARGETS ONLINE	TARGETS FOR RANGE	250.00
THOMSON REUTERS - WEST	2024/03/31M SUBSCRIPTION	220.00
TRISTAR	2024/03/31M CLAIMS PAID AND ALAE	69,161.85
TRI-TECH FORENSICS, INC	LATENT POWDER	113.09
U.S. CELLULAR	2024/03/09-04/08 MONTHLY SERVICE	266.08
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	14,560.49
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTS	3,464.00
VERIZON WIRELESS	2024/03/24-04/23 MONTHLY SERVICE	662.29
		<hr/>
		\$ 212,330.72

FIRE & RESCUE

COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	214.78
BLACK HILLS ENERGY	2024/03/01-04/02 MONTHLY SERVICE	877.79
COX BUSINESS SERVICES	2024/04/01-30 MONTHLY SERVICE	115.00
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	3,288.03
AIRGAS USA, LLC	OXYGEN, CYLINDER RENTAL	449.96
BELLEVUE PRINTING COMPANY	OPEN BURNING PERMITS	275.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	14,251.23
ED M FELD EQUIPMENT CO	SCBA MASKS	8,915.00
GEARGRID, LLC	STATION LOCKERS AND INSTALLATION	55,306.93
GREAT PLAINS UNIFORMS	NAME PLATE-SCHENCK	24.50
HEALTHY BLUE	SERVICE REFUND-CLEVELAND	228.03
HORWATH LAUNDRY EQUIPMENT	WASHER, DRYER REPAIR-DIST 4	1,175.97
JENNIFER PIOTROWSKI	REFUND FOR SERVICE	134.69
KFT FIRE TRAINER, LLC	2024/04/01-2025/03/31 YEARLY PREVENTIVE MAINTENANCE	15,360.00
MACQUEEN EQUIPMENT LLC	BOOTS-DAY, SEMPECK	431.00
MARCO TECHNOLOGIES, LLC	2024/03/27-04/26 COPIER EXPENSE	233.81
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR AND MAINTENANCE-DIST 2	2,246.00
MIDWEST MISFITS TRAINING, LLC	SURVIVAL CLASS TRAINING	1,000.00
OPERATIVE IQ	OPERATIVE FOIL	108.00
PAMELA ROBERTS	REFUND FOR SERVICE	925.67
RODNEY KRUGER	REFUND FOR SERVICE	244.00
SAPP BROS PETROLEUM	PROPANE FOR TRAINING	784.32
SCOTT ACHIN	REFUND FOR SERVICE	61.24
STERICYCLE, INC	2024/03/19 ON-SITE SHREDDING SERVICE	144.00
STEVEN GADBOIS	REFUND FOR SERVICE	200.00
THE NEBRASKA MEDICAL CENTER	2024/03-2024/04 MEDICAL DIRECTOR	11,925.35
TRISTAR	2024/01/31M CLAIMS PAID AND ALAE	6,820.29
UNITED HEALTH INSURANCECOMPANY	REFUND FOR SERVICE-SIMMONDS	229.46
UNIVERSITY OF NEBRASKA MEDICAL	SIM TRAINING	4,942.00
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	9,386.33
ZOLL DATA SYSTEMS INC	2024/04/30-05/01 ZOLL BILLING	3,309.60
ZOLL MEDICAL CORPORATION	RESQPOD IDT10	1,934.52
		<hr/>
		\$ 145,542.50

MINUTE RECORD

CLAIMS FOR MAY 7, 2024

PAGE 7

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2024/03/31M CDBG CONSULTANT EXPENSES	1,262.50
CENTURY LINK	2024/03/04-04/03 MONTHLY SERVICE	405.46
CENTURY LINK	2024/04/01-04/30 MONTHLY SERVICE	520.00
COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	281.98
HEARTLAND MARKETING &	SOCIAL MEDIA CAMPAIGN	2,345.00
HEARTLAND MARKETING &	HMC PROJECT COORDINATION	5,111.38
NE-DEPARTMENT OF REVENUE	2024/03/31M SALES TAX	148.16
PM AM CORPORATION	2024/03/31M - ALARM FEES	1,983.00
UNITED STATES POSTAL SERVICE	POSTAGE ANNUAL REPORT	6,619.18
US BANK VOYAGER FLEET SYSTEMS	2024/03/31M FUEL PURCHASES	3,174.57
		\$ 21,851.23

INFORMATION TECHNOLOGY

CAPITAL TOWER & COMM, INC	WAYNE STREET TOWER RELAMP	1,200.00
DELL MARKETING L.P.	COMPUTERS	2,690.00
KASEYA US, LLC	2024/03/16-2025/03/15 OFFICE BACKUP	5,644.00
MOTOROLA SOLUTIONS, INC	BATTERIES, EXTENSION CABLE, POWER CABLE	1,396.54
ONE CALL CONCEPTS	2024/03/31 LOCATES	4.72
SHI INTERNATIONAL CORP	2024/04/12-2025/04/11 SUBSCRIPTION	1,159.50
TESSCO	COMMUNICATION PARTS	507.02
		\$ 12,601.78

2206 LONGO DR-NEW LIBRARY

AOI CORPORATION	DEPOSIT ON FURNITURE FOR THE NEW LIBRARY	162,195.83
LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2024/03/15	5,458.68
MIDWEST STORAGE SOLUTIONS	BPW-210311 DEPOSIT ON SHELVING FOR LIBRARY	79,153.75
		\$ 246,808.26

WASTEWATER

AMERICAN NATIONAL BANK	2024/03/31M ACCT 1034 ANALYSIS CHG	51.65
AT&T MOBILITY	2024/04/08-05/07 MONTHLY SERVICE	793.18
CAPITAL BUSINESS SYSTEMS, INC	2024/03/09-04/08 COPIER EXPENSE	81.61
CENTURY LINK	2024/04/04-05/03 MONTHLY SERVICE	63.54
CITY OF OMAHA	2024/02/29M SEWER FEES	588,973.92
COX BUSINESS SERVICES	2024/04/30M MONTHLY SERVICE	303.39
ELLIOTT EQUIPMENT CO	HYD FILTERS, LEVEL WIND	4,265.85
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION THRU 2024/03/31	11,073.50
GEARHART CONSTRUCTION & PLUMBING	REPLACE SANITARY SEWER-E 23RD AVE	75,294.00
GENERAL FIRE & SAFETY CO	GAS DETECTOR CALIBRATION, BATTERY KIT	661.50
HANEY SHOE STORE	SAFETY SHOES-BUZA, WOOLEY	371.99
METROPOLITAN UTILITIES DIST	2024/03/08-04/05 MONTHLY SERVICE	449.50
MICHAEL TODD INDUSTRIAL SUPPLY	LED BARRICADE LIGHTS, SHOVEL	1,014.08
SARPY COUNTY & CITIES WASTEWATER	SEWER EXP MAIN	144,478.19
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2018 WW REVENUE BONDS	135,000.00
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2018 WW REVENUE BONDS	18,742.50
USA BLUE BOOK	SEWAGE AIR RELEASE VALVE	1,656.01
UTILITY EQUIPMENT COMPANY	CONC REDUCER, COUPLINGS, GASKETS	5,864.80
		\$ 989,139.21

MINUTE RECORD

CLAIMS FOR MAY 7, 2024

PAGE 8

COMMUNITY BETTERMENT		
NEBRASKA DEPARTMENT OF REVENUE	NE DEPT OF REV - QUARTELY LOTTERY TAX PAID	58,720.00
		<u>\$ 58,720.00</u>
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	2024/03/31 CDBG EPXENSES	4,701.83
BELLEVUE JR SPORTS ASSOCIATION	2ND QTR BJSB SCHOLARSHIP PGM	1,180.00
		<u>\$ 5,881.83</u>
FEDERAL FORFEITURES		
VERIZON WIRELESS	2024/03/22-04/21 MONTHLY SERVICE	581.32
		<u>\$ 581.32</u>
BELLEVUE MUNICIPAL BUILDING		
BLACK HILLS ENERGY	2024/03/12-04/01 MONTHLY SERVICE	201.85
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	80.36
		<u>\$ 282.21</u>
G.O. BONDS		
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2019 PSTAB	70,425.00
UMB BANK - TRUST OPERATIONS	UMB 2024-06-15 2019 SID 269	3,873.75
		<u>\$ 74,298.75</u>
	TOTAL CLAIMS FOR MAY 7, 2024	<u>\$ 3,118,479.10</u>
	TOTAL PAYROLL FOR APRIL 24, 2024	<u>\$ 1,572,092.67</u>

City of Bellevue Nebraska

Office of the Mayor

Bike Week & Ride of Silence Proclamation

WHEREAS, the City of Bellevue, NE encourages the use of bicycles as a means of transportation; and

WHEREAS, the City of Bellevue, NE recognizes the bicycle as a legitimate roadway vehicle and therefore is entitled to legal and responsible use of all public roadway facilities in Nebraska except highways constructed to interstate standards; and

WHEREAS, the City of Bellevue, NE recognizing the use of bicycles as a viable mode of transportation, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering exercise; and endeavors to promote safe and responsible bicycling and

WHEREAS, the League of American Bicyclists has established May as National Bicycle Month, and the Mayor establishes May as Bicycle Safety Month which includes the Ride of Silence the 15 of May, 2024, and

WHEREAS, The Ride of Silence is endorsed locally by The Bellevue Bicycle Club.

NOW, THEREFORE, I, Rusty Hike, Mayor of Bellevue, NE do hereby proclaim May 13 to 19th, 2024, as: "**Bike Week**" in the City of Bellevue, NE. And, May 15, 2024, as: "**The Ride of Silence Day**" in the City of Bellevue, NE

To encourage all citizens to ride their bicycles to work, to the store, to the park, around their neighborhoods and with friends and family to promote the personal and societal benefits achieved from bicycling. As well participating in the Ride of Silence and National Bike to Work Day on May 17th. Whereupon I subscribe my name and the seal of the City of Bellevue, NE.



A handwritten signature in black ink, appearing to read "Rusty Hike".

Rusty Hike, Mayor

City of Bellevue Nebraska

Office of the Mayor

Whereas: Bellevue is committed to recognizing that our growth and strength depends on the safety of homes, buildings and infrastructure in everyday life and when disasters strike, and; Whereas our confidence in the resilience of these buildings is achieved through the devotion of vigilant guardians -- building safety and fire prevention officials, architects, engineers, builder, tradespeople, design professionals, laborers, plumbers and others -- who work year -round to ensure the safe construction of buildings, and; Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in buildings where we live, learn, work and play, and; Whereas modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildfires, floods and earthquakes, and;

Whereas: "Mission Possible," the theme for Building Safety Month 2024, encourages our citizens to consider the commitment to improve building safety, resilience and economic investment at home and in communities, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Mayor Rusty Hike, do hereby proclaim the month of May 2024 as **Building Safety Month**.



A handwritten signature in black ink, appearing to read "Rusty Hike". The signature is fluid and cursive, with a prominent initial "R" and a long, sweeping tail.

Mayor Rusty Hike

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/07/2024		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Consideration and Possible Approval of Appointment of Members to a joint committee of the Eastern Sarpy County Fire District

SYNOPSIS/BACKGROUND:

Per the interlocal agreement with Eastern Sarpy County Fire District from the Council Meeting on February 6th, 2024, Bellevue City must appoint three members to a joint oversight committee that meets annually. We would like to nominate Chief Perry Guido, Jim Ristow, and Harrison Johnson

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval of the nominations to the board.

ATTACHMENTS:

1. <input type="text" value="Interlocal 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:

Harrison Johnson
Jim Ristow
Perry Guido

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF BELLEVUE**

AND

EASTERN SARPY COUNTY SUBURBAN FIRE PROTECTION DISTRICT

This agreement is made and entered into upon execution hereof by and between the City of Bellevue, Nebraska (the "City"), and the Eastern Sarpy County Suburban Fire Protection District (the "District"), both political subdivisions of the State of Nebraska.

WHEREAS, the State of Nebraska legislature, under Section 13-801 et. Seq, the Interlocal Cooperation Act, allows interlocal agreements between governmental entities; and,

WHEREAS, the City is pursuing the construction and development of certain infrastructure, including recreational facilities, which is expected to have a substantial impact on development in the boundaries of the City and the District and is expected to result in additional fire protection and other emergency service needs;

NOW THEREFORE, in consideration of the mutual promises and benefits to accrue to both Parties hereto, the City and District agree as follows:

1. The City agrees that it shall construct infrastructure improvements, which may include recreational facilities, for use by the community of Bellevue, which are expected to include a swimming pool and water park facilities (the "Project"), to the extent sales tax revenues and other funds are available for such purposes as described in Section 4 below.

2. The City and the District agree to hold meetings each year, prior to the September 30th fiscal year end of the City. The City Council and the District shall appoint official representatives to attend such meetings to discuss the impact the Project and related development has had and is expected to have on fire protection and other emergency services within the City and the District, which will consist of no more than three representatives appointed by the City Council and two representatives appointed by the Board of the District. Such official representatives need not be elected members of either the City or District. Other individuals from the District and City and the community may also attend such meetings, but the official representatives will be the only participants with the authority described in Section 3 of this agreement.

3. The official representatives appointed by the City and the District to attend the annual meeting shall constitute the "The Bellevue Community Recreation Facilities Public Safety Committee". The Committee (a) shall evaluate and discuss the prior year's development results related to the Project and the expected fire protection and public safety services needed for the following year related to the Project and other development in the vicinity of the Project, (b) shall discuss the status and functionality of the emergency services infrastructure in the vicinity of the Project and any other recreation facilities of the City which may affect emergency services of the District and the City, (c) shall review and provide input and advice with respect to any additional infrastructure needs related to fire protection and other emergency services related to the Project and development in the vicinity of the Project, and (d) for purposes of Neb. Rev. Stat. Section 77-27,142(3), shall be a separate administrative entity relating to a public infrastructure project, as defined in Neb. Rev. Stat. Section 77-27,142(2) and including without limitation the unified governance of fire protection and emergency service infrastructure related to the Project and other recreation facilities of the City. Said Committee shall be created and come into existence effective March 1, 2024. Such committee shall be responsible for evaluating and making recommendations

for long term development of unified governance of said public infrastructure with respect to the City and District, and at least every five years after this Agreement is entered into such Committee shall review performance of said public infrastructure, including without limitation capital and operating costs, effectiveness and efficiencies, with comparable facilities of the City or District, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

4. The City agrees to call an election at the Statewide primary election to be held May 14, 2024, to increase the local sales and use tax rate of the City by one-half of one percent (0.50%) in order to provide partial funding for the Project. The term of this Agreement shall be ten (10) years from its effective date and thereafter from year-to year unless terminated on an anniversary date thereof by at least three (3) years prior written notice given by either Party to the other. Notice to terminate this Agreement can be given by either Party any time after the third (3) year of the original ten (10) year term.

5. Notwithstanding anything herein to the contrary, (a) as between the District and the City, the Project shall be owned and controlled by the City and the City shall bear all operational and maintenance responsibility with respect to the Project; (b) the separate administrative entity created hereunder shall have no authority to issue bonds, and any financing of the Project by the City shall in no way be attributable to the District; (c) the District and City shall agree separately with respect to liability of the District for any use of the Project by the District (if any) from time to time.

6. This agreement may be amended by a majority vote of the elected bodies of the City and the District after the completion of the first year of the agreement. It is expressly understood and agreed by and between the parties hereto that this agreement shall continue in full force and effect until it is amended, replaced, or terminated by a majority vote of the elected City Council of the City and Board of the District.

IN WITNESS WHEREOF, the parties did execute this Agreement as of the 6th day of February, 2024.

The City of Bellevue, Nebraska

By: [Signature]
Mayor

Attest:

[Signature]
City Clerk



Eastern Sarpy County Suburban Fire Protection District

By: [Signature]
Larry Chandler, Jr., President

Attest:

[Signature]
Secretary, Sarpy County Suburban Fire Protection District Board

See next page

for long term development of unified governance of said public infrastructure with respect to the City and District, and at least every five years after this Agreement is entered into such Committee shall review performance of said public infrastructure, including without limitation capital and operating costs, effectiveness and efficiencies, with comparable facilities of the City or District, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

4. The City agrees to call an election at the Statewide primary election to be held May 14, 2024, to increase the local sales and use tax rate of the City by one-half of one percent (0.50%) in order to provide partial funding for the Project. The term of this Agreement shall be ten (10) years from its effective date and thereafter from year-to year unless terminated on an anniversary date thereof by at least three (3) years prior written notice given by either Party to the other. Notice to terminate this Agreement can be given by either Party any time after the third (3) year of the original ten (10) year term.

5. Notwithstanding anything herein to the contrary, (a) as between the District and the City, the Project shall be owned and controlled by the City and the City shall bear all operational and maintenance responsibility with respect to the Project; (b) the separate administrative entity created hereunder shall have no authority to issue bonds, and any financing of the Project by the City shall in no way be attributable to the District; (c) the District and City shall agree separately with respect to liability of the District for any use of the Project by the District (if any) from time to time.

6. This agreement may be amended by a majority vote of the elected bodies of the City and the District after the completion of the first year of the agreement. It is expressly understood and agreed by and between the parties hereto that this agreement shall continue in full force and effect until it is amended, replaced, or terminated by a majority vote of the elected City Council of the City and Board of the District.

IN WITNESS WHEREOF, the parties did execute this Agreement as of the ___ day of _____, 2024.

The City of Bellevue, Nebraska

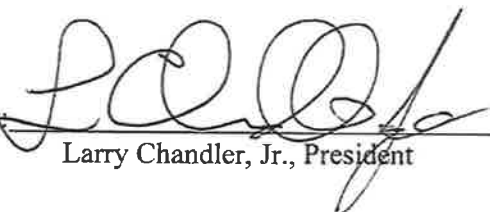
ON PRIOR PAGE

By: _____
Mayor

Attest:

City Clerk

Eastern Sarpy County Suburban Fire Protection District

By: 
Larry Chandler, Jr., President

Attest:

Secretary, Sarpy County Suburban Fire Protection District Board

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
5/7/2024

COUNCIL MEETING DATE: April 16, 2024		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 2, Menke's Second Addition, from BG to MU for the purpose of a mixed-use development, with site plan approval. Applicant: Housing Foundation for Sarpy County. General Location: 2202 Pleasantview Lane.

SYNOPSIS/BACKGROUND:

Carolyn Pospisil, on behalf of the Housing Foundation for Sarpy County, has submitted a request for a change of zone for Lot 2, Menke's Second Addition, for the purpose of mixed-use development, with site plan approval. The applicant is requesting a change of zone from BG (General Business) to MU (Mixed Use). The proposed development will consist of a 22,484 square foot 4-story building containing 5,352 square feet of commercial space. The residential space will have 24 units consisting of twelve studio, six one-bedroom, and six two-bedroom apartments. The property is located within the Fort Crook Road Corridor. The proposed development aligns with the goals and vision of the Fort Crook Road 2040 Plan and will help to create a unique, mixed-use corridor. Additionally, the mixed-use zoning will create a buffer between the commercially zoned properties along Fort Crook and the residential neighborhood to the east.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ord. No. 4153
4. Mixed-Use Agreement	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Housing Foundation for Sarpy County

CASE #: Z-2402-01

CITY COUNCIL HEARING DATE: May 7, 2024

REQUEST: to rezone Lot 2, Menke's Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to MU for the purpose of mixed-use development, and site plan approval.

On March 28, 2024, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Fort Crook Road 2040, as well as lack of perceived negative impact upon the surrounding area, and contingent upon relocation of the trash receptacle on the northeast side to another location.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: March 28, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2402-01

FOR HEARING OF:

REPORT #1: March 28, 2024

REPORT #2: April 16, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Housing Foundation for Sarpy County
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

B. PROPERTY OWNERS:

Housing Foundation for Sarpy County
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

C. GENERAL LOCATION:

2202 Pleasantview Lane

D. LEGAL DESCRIPTION:

Lot 2, Menke's Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 2, Menke's Second Addition from BG to MU.
2. Site Plan approval for Lot 2, Menke's Second Addition

F. EXISTING ZONING AND LAND USE:

BG/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone with site plan approval for the purpose of a mixed-use development.

H. SIZE OF SITE:

The site is approximately 1.22 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant. The west portion of the property has a hard surface parking area while the eastern portion is covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Residential, BG and BGH
- 2. **East:** Single-family residential, RS-84
- 3. **South:** Commercial, BG
- 4. **West:** Commercial, BG

C. REVELANT CASE HISTORY:

- 1. On May 17, 2010, the small subdivision plat of Lots 1 and 2, Menke’s Second Addition, being a replat of Lot 2, Menke’s Addition, Lot 20, Rybin’s Subdivision Number 2, and Lot 99C, Lindyview Number 2 Second Replat, all located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska was approved administratively.
- 2. On June 24, 2010, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Menke’s Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BG and BGH to BG and BGH for the purpose of commercial development.
- 2. On March 28, 2024, the Planning Commission recommended approval of a request to rezone Lot 2, Menke’s Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BG to MU for the purpose of mixed-use development and sit plan approval.

D. APPLICABLE REGULATIONS:

- 1. Section 5.19, Zoning Ordinance, regarding MU uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from private drives off Pleasantview Lane.

D. UTILITIES:

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

E. ANALYSIS:

1. Carolyn Pospisil, on behalf of the Housing Foundation for Sarpy County, has submitted a request for a change of zone (with site plan approval) for Lot 2, Menke's Second Addition, for the purpose of mixed-use development.
2. The applicant is requesting a change of zone from BG to MU.

The intent of the MU district is to accommodate projects that combine several compatible land uses into an integrated development and to allow for flexibility in the siting of buildings and the layout of lots. The district permits mixing residential areas with workplaces and services.

The applicant is proposing a mixed-use development with both multi-family residential and commercial space.

3. The proposed development will consist of a 22,484 square foot 4-story building containing 5,352 square feet of commercial space. The residential space will have 24 units consisting of twelve studio, six one-bedroom, and six two-bedroom apartments.
4. The site plan shows a total of 72 parking stalls for the development. Forty-eight stalls are designated for the residential use, and twenty-four parking stalls are provided for the mixed-use retail/commercial space.

The number of parking spaces meets the minimum requirements.

5. The landscape plan for the development has been reviewed by staff and meets the intent of the ordinance.

Onsite detention is also being provided.

6. A draft Mixed-Use Agreement has been submitted and reviewed by the City Attorney.

7. As part of the requirements of the MU district, the applicant has provided a building elevation which is attached to this report as part of the Mixed-Use Agreement. The building elevations and proposed materials follow the intent of Section 8.12, Design Standards.

8. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County GIS/911, 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.

No comments were received on this case.

9. In the applicant's justification statement, it was noted this property is located within the Fort Crook Road Corridor development area. The applicant believes the rezoning of the property to mixed-use aligns with the goals and vision of the Fort Crook Road 2040 Plan and will help to create a unique, mixed-use corridor. Additionally, the mixed-use zoning will create a buffer and fit well between the commercially zoned properties along Fort Crook and the residential neighbors to the east.

Staff agrees this development is compatible with the surrounding area. This development is in conformance with the Fort Crook Road 2040 Plan.

10. This property is designated for commercial use in the Future Land Use Map of the Comprehensive Plan based on its current zoning.

Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and this area will be reviewed as part of that process.

11. The Planning Commission recommended looking at an alternate placement for the dumpster enclosure, to move it farther away from the residential neighborhood to the east.

TD2, the applicant's engineer, looked at alternate placement. The dumpster enclosure cannot go in the OPPD easement near the northwest corner of the property, so if the enclosure were to move, it would have to go along the street frontage along the southern property line.

Staff is not supportive of moving the dumpster enclosure along the street frontage. Section 8.12, Zoning Ordinance for Design Standards, discourages that. The applicant anticipates trash pick up will only be once weekly, creating minimal disruption to the adjacent neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL base upon conformance with the Zoning Ordinance, Subdivision Regulations, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL base upon conformance with the Zoning Ordinance, Subdivision Regulations, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area and contingent upon relocation of the trash receptacles located on the northeast.

VI. ATTACHMENTS TO REPORT

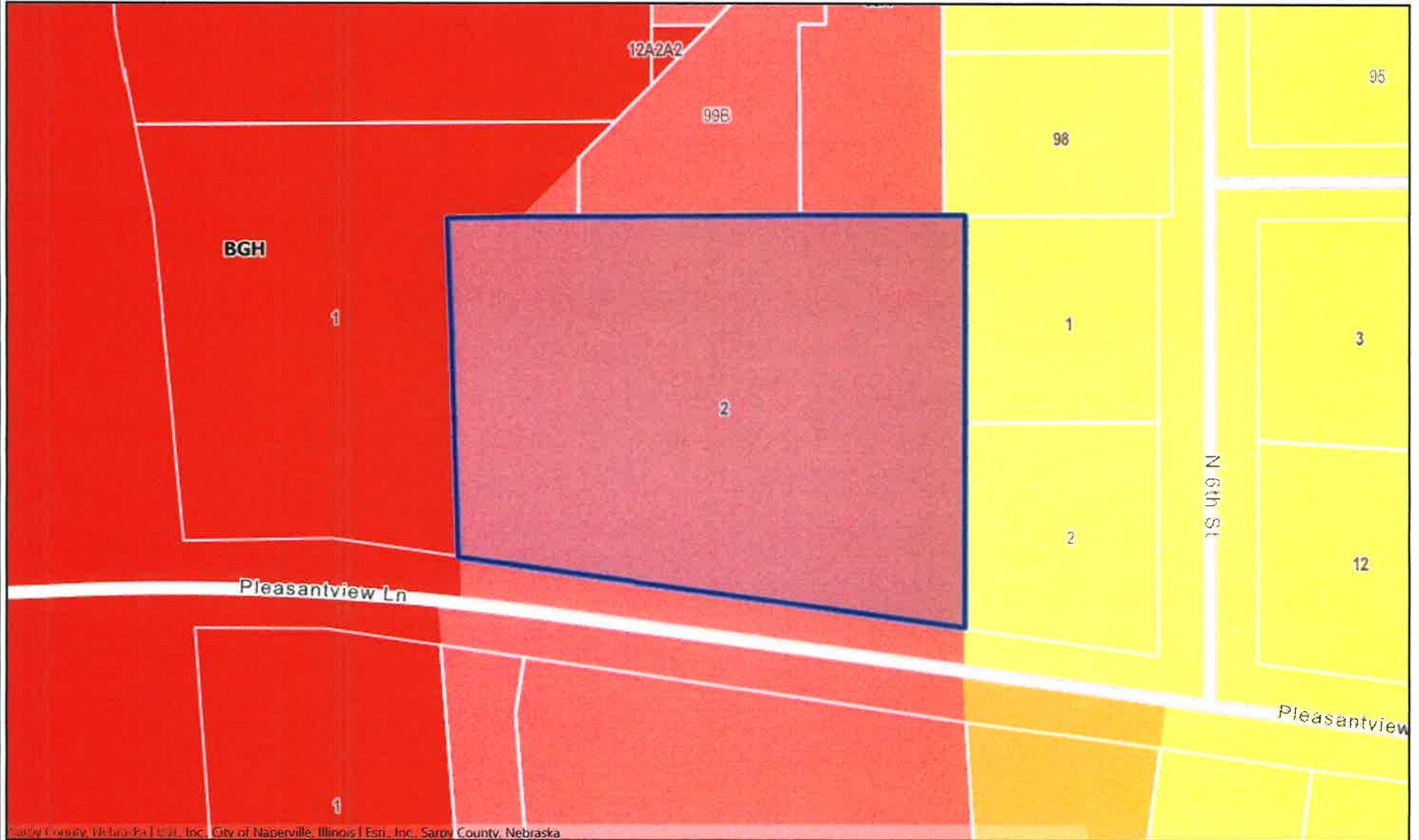
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Zoning Justification Letter dated March 4, 2024
4. Site plan received February 23, 2024
5. Landscape plan received February 23, 2024
6. Mixed-Use Agreement received February 23, 2024

VII. COPIES OF REPORT TO:

1. Carolyn Pospisil, Housing Foundation for Sarpy County
2. Thompson, Dressen & Dorner, Inc (Trevor Veskrna)
3. Public Upon Request


Assistant Planning Manager

 04/08/24
Planning Director Date of Report



Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



Map Scale 1: 1128

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

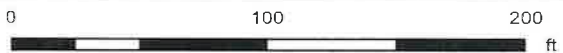


Notes





Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 1128

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



March 4, 2024

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

Sent via Email: Tammi.Palm@bellevue.net

RE: Pleasantview Mixed Use Building
2202 Pleasantview Lane
Bellevue, NE 68005
Rezoning Justification Letter

RECEIVED
MAR 04 2024
PLANNING DEPT.

Ms. Palm,

Housing Foundation for Sarpy County is requesting a rezoning of the subject property from BG (general business) to MU (mixed use) to allow for the development of mixed-use commercial and multi-family apartment building. The Future Land Use of the property is listed as commercial. Housing Foundation for Sarpy County is requesting the Future Land Use Map be amended to Mixed Use for the subject property.

Site Characteristics and History

The property is owned by the Housing Foundation for Sarpy County and is currently zoned BG for general business. In 2010, the property was replatted as Lot 2, Menke's Second Addition and contains 53,109 square feet, or approximately 1.22 acres. In addition, the property is located within the Fort Crook Road Corridor.

Surrounding Uses

North: Osborn Property Group LLC

Zone: BG

East: Single family homes

Zone: RS-84

South: NKP Property Rental LLC

Zone: BG

West: Fett's Property

Zone: BGH

Justification of Request

The proposed development is located within the Fort Crook Road Corridor. Bellevue has created a development plan along this corridor that aims to transform the Fort Crook area into a unique and exciting corridor that is punctuated by lively, mixed-use, and pedestrian oriented districts. As mentioned in the Fort Crook Road Plan, the existing Fort Crook Corridor has taken on the characteristics of an aging commercial strip, which matches the current property zoning. We believe the rezoning of the property to mixed-use aligns with the goals and vision of the Fort Crook Road Plan and helps to create a unique and mixed-use corridor. Additionally, the mixed-use zoning will create a buffer and fit well between the commercially zoned properties along Fort Crook and the residential neighbor to the east.

For these reasons, the applicant requests that the property be rezoned from BG to MU.

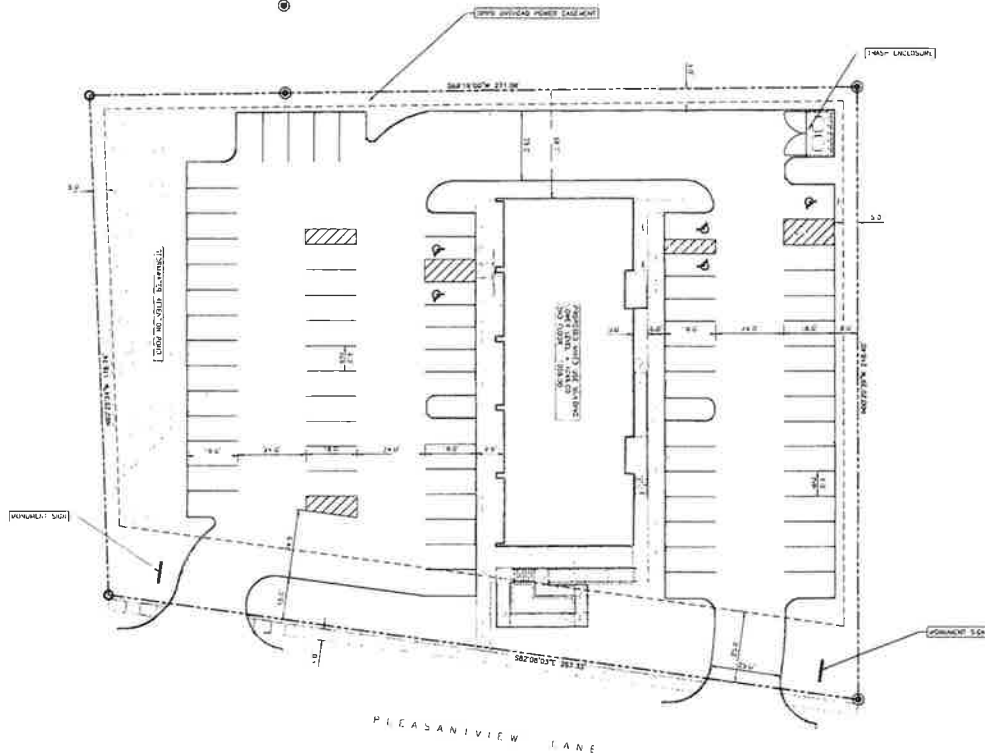
Respectfully,

THOMPSON, DREESSEN & DORNER, INC.



Trevor Veskrna, P.E.

TDV/slh



SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SQ.FT.)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SQ.FT.)	FLOOR AREA RATIO	PAVEMENT AREA (SQ.FT.)	TOTAL IMPERVIOUS (SQ.FT.)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SQ.FT.)	TOTAL OPEN SPACE (%)
LOT 1	MIXED USE (MU)	12,887 SQ. FT. (AC)	2,847	22.1%	22,144	0.47	10,740	18,371	72.1%	14,718	27.9%

PARKING STATISTICS

PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
42 STALLS PER 1000 SF OF LEASABLE MULTY-TENANT SPACE	0.225 * 100,000 = 22,500	24
2 STALLS PER OVERHEAD UNIT	2 * 12 STALLS	24
TOTAL	72 STALLS	72 STALLS

SETBACK REQUIREMENTS

MU	REQUIRED	PROPOSED
FRONT YARD	10'	15'
SIDE YARD	5'	5'
REAR YARD	5'	5'

BUILDING STATISTICS

STORIES	HEIGHT	COMMERCIAL SPACE (SQ.FT.)	UNITS	BEDROOMS	FLOOR AREA (SQ.FT.)	DENSITY (UNITS/AC)
1	10'-0"	2,847	24	24	22,144	19.47



VICINITY MAP

ENGINEER

THOMPSON, DRESSSEN & DORNER
10836 Old Mill Rd
Omaha, NE 68154
P: 402.330.8860 www.td2co.com
O: 402.330.8860

NOTES

- EXISTING ZONING IS MU (GENERAL BUSINESS), PROPOSED ZONING IS MU (MIXED USE)
- OVERHEAD POWER LINES CROSS THE SITE (CASEMENT LOCATION IS ASSUMED)
- WATER AND GAS TO BE PROVIDED BY P.U.B.
- POWER TO BE PROVIDED BY O.P.F.S.

SITE LEGEND

- PROPOSED P.C.E. PAVEMENT
- PROPOSED P.C.E. SIDEWALK
- OVERHEAD UTILITY LINE
- BUILDING SETBACK LINE
- ADJ. HOUSING

RECEIVED
FEB 23 2024
PLANNING DEPT.



thompson, dresssen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
P: 402.330.8860 www.td2co.com
O: 402.330.8860 TD2 Engineering & Surveying
NE CA-0199

Pleasantview Mixed Use Building

2202 Pleasantview Lane
Bellevue, NE 68005

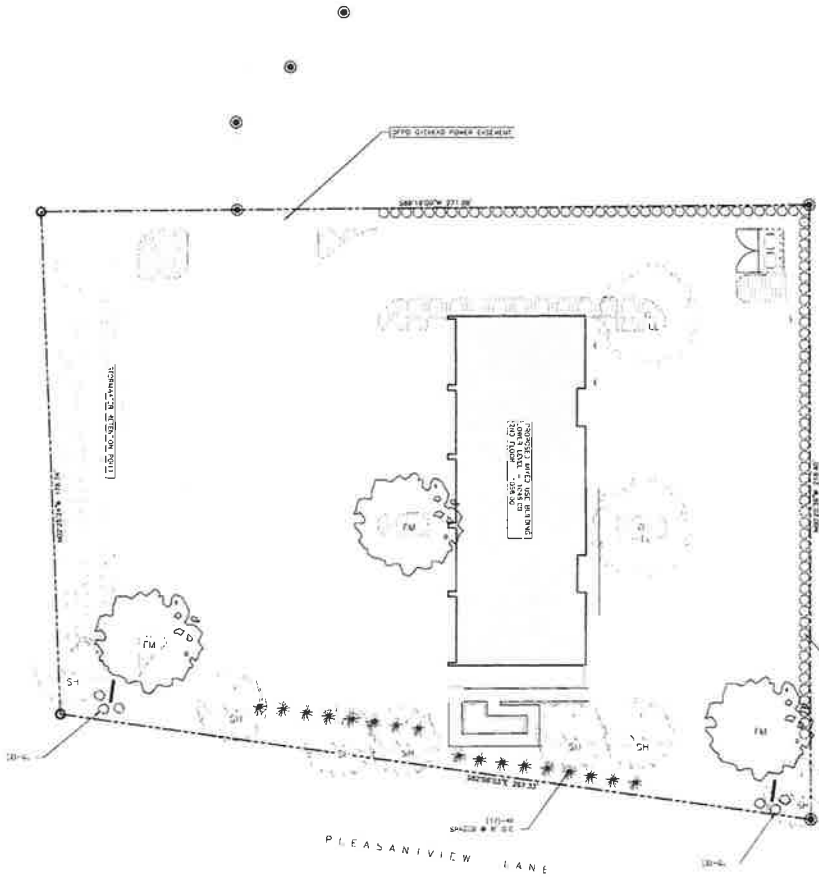
Banyan Homes, Inc.

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Drawn By TDV Job No. 1270-104
Reviewed By DSD Date: 01-17-23

SPR Site Plan

C1.0



PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND	MATURE HEIGHT	MATURE SPREAD	TOTAL QUANTITY
S-1	SELECTION TREEMORPHUS BAYBERRY	SELECTION TREEMORPHUS	2.5' Cal. min	BBB	45'	35'	7
F-1	FRAXINUS VIRGINIANA	FREDONIA MAPLE	2.5' Cal. min	BBB	30'	40'	1
L-1	LILIA ZOROGRA	GREENWOOD LITTLELEAF LINDEN	2.5' Cal. min	BBB	40'	30'	2
A-1	ABUTILON DENTATUM	AMERICAN VIBURNUM	2 Cal. min	CCCF	6'	6'	85
C-1	CORONILLA ALLIARIA	CRONCHON FRENCH BURNING	2 Cal. min	CCCF	5'	6'	8
R-1	RANUNCULUS ACUTIFOLIO	RAN. FOCKEII	2 Cal. min	CCCF	5'	5'	17

NOTE: PLANT SCHEDULE IS APPROXIMATE AND SUBJECT TO CHANGE. HOWEVER, ANY CHANGES MUST BE IN ACCORDANCE WITH THE CITY OF BELLEVUE'S LANDSCAPE ORDINANCES AND REGULATIONS.

RECEIVED
 FEB 23 2024
 PLANNING DEPT.

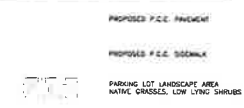


VICINITY MAP

ENGINEER
 THOMPSON, DRESSSEN & CORNER
 10838 OLD MILL ROAD
 OMAHA, NEBRASKA 68114
 PHONE: 402-330-8860

- NOTES**
- EXISTING ZONING IS C2 (GENERAL BUSINESS) PROPOSED ZONING IS M2 (MIXED USE)
 - OVERHEAD POWER LINES CROSS THE SITE EASEMENT LOCATION IS INDICATED
 - WALK AND DIG IS IN PROGRESS BY C.P.F.D.
 - POWER TO BE PROVIDED BY C.P.F.D.

SITE LEGEND



LANDSCAPE CALCULATIONS

STREET SIDE LANDSCAPING (SEE S-11, S-12)
 REQUIREMENT
 * MINIMUM 15 FT DEEP LANDSCAPED PAND
 PROVIDED
 * 13 FT

PARKING LOT LANDSCAPING (SEE S-11, S-12)
 REQUIREMENTS
 * INTERIOR LANDSCAPING 19 S.F. PER PARKING STALL
 TOTAL PARKING STALLS IN PARKING LOT = 72 STALLS
 72 STALLS * 19 S.F. / STALL = 1368 S.F.
 PROVIDED
 * INTERIOR LANDSCAPING IN PARKING LOT = 1875 S.F.
 (SEE REQUIREMENTS (SEE S-11, S-12))

S-WALL TREES AREA
 * ONE DECIDUOUS SHRUB OR ONE ORNAMENTAL TREE AND THREE SHRUBS FOR EVERY 40 S.F. OF STREET FRONTAGE
 267 L.F. OF FRONTAGE / 40 = 6.67 TREES
 NEED 7 TREES
 NEED 21 SHRUBS
 PROVIDED
 3 2" TREE TREES
 12 SHRUBS

PARKING LOT WITH OH TREES
 PARKING LOT 1 308 S.F. / 300 S.F. = 4.30
 NEED 5 TREES



thompson, dresssen & corner, inc.
 10838 Old Mill Rd
 Omaha, NE 68114
 p. 402.330.8860 www.td2co.com
 dba: TD2 Engineering & Surveying
 NE CA-0199

Pleasantview Mixed Use Building

2202 Pleasantview Lane
 Bellevue, NE 68005

Banyan Homes, Inc.

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 Job No: 1270-104 Date: 01-17-23

SPR Landscape Plan

C3.0

RECEIVED
FEB 23 2024
PLANNING DEPT.

MIXED USE DEVELOPMENT AGREEMENT

THIS MIXED USE DEVELOPMENT AGREEMENT (hereinafter "Agreement") made pursuant to Article 5.19 of the Zoning Ordinances of the City of Bellevue, made and entered into this _____ day of _____, 20____, by and between THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation, (hereinafter "City") and BANYAN HOMES, INC., a Limited Liability Company, (hereinafter "Developer").

WITNESSED:

WHEREAS, Developer is the legal owner of the real estate described on the attached Exhibit "A", which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of Article 5.19 of the City Zoning Ordinances for the development of the Pleasantview Mixed Use Project;

WHEREAS, Developer desires to establish and develop such Property according to the provisions of Article 5.19 of the City Zoning Ordinances for the development of the Pleasantview Mixed Use Project (hereinafter the "Project");

WHEREAS, in accordance with the requirements of the City Code, Developer has presented a site plan attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "Development Plan");

WHEREAS, City, in the interest of maintaining the public health, safety and welfare, desires to assure that the Project is developed substantially in accordance with the Development Plan and therefore considers this Agreement to be in the best interests of the City;

WHEREAS, Developer is willing to commit itself to the development of the Project substantially in accordance with the Development Plan and desires to have a reasonable amount of flexibility to carry out the Project and therefore considers this Agreement to be in its best interests; and

WHEREAS, the City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1 Definitions

For the purposes of this Agreement, the definitions in the Bellevue Municipal Code, shall apply. In addition, "site improvement" shall mean any building, parking, landscaping, signage, fencing, or other regulated structures.

**Section 2
Development Plan**

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the City of Bellevue Comprehensive Plan, the City of Bellevue Zoning and Subdivision regulations, the terms and conditions of this Agreement, the Development Plan, and the specific design criteria, including elevations (the "Design Criteria"), which is attached hereto as Exhibit "C" and by this reference incorporated herein.
- B. It is intended that this Development Plan be a general schematic of the development indicating the manner in which the Developer intends to meet the requirements of this Agreement. All parties recognize that from time to time for good and sufficient reasons it may be necessary for the Developer to alter the size, location, use, or type of the buildings or other site improvements.
- C. Developer reserves the right to modify the Development Plan by minor amendment provided that such modifications conform to the provisions of Section 5.19.05 of the Bellevue Zoning Ordinance. All changes relating to waiver or reduction of regulatory standards or Permitted Uses shall be considered major amendments to be reviewed by the Planning Commission and approved by the City Council. All other changes shall be considered minor. The City Administrative Official is authorized at his/her discretion to approve amendments to this Agreement; provided that:
 - 1. A written request is filed with the Planning Director, along with information specifying the exact nature of the proposed amendment;
 - 2. The amendment is consistent with the provisions of Bellevue Zoning Ordinance Section 5.19.05; and;
 - 3. The amendment does not alter the approved site regulations of the Development Plan or this Agreement and does not materially alter other aspects of the Development Plan, including traffic circulation, mixture of use types and physical design.
- D. In the event there is a conflict between the dimensions shown on the Development Plan and the regulatory terms of this Agreement relating to site development, parking, landscaping or signage regulations, the more restrictive standard shall apply, unless such discrepancy is specifically agreed to in this Agreement or the Exhibits attached hereto.

**Section 3
Installation of Public and Private Improvements**

- A. Developer agrees to commence the timely and orderly installation of all public improvements not being installed by the City following execution of this Agreement pursuant to appropriate provisions of the City of Bellevue Code. The installation of such public improvements may occur concurrently with private improvements, but the site-specific private improvements shall be completed prior to an occupancy certificate being issued for such lot unless otherwise provided by the terms of this Agreement, pursuant to Development Plan.
- B. Prior to the commencement of the construction of the public improvements, Developer shall submit to the Public Works Department plans and specifications for such improvements, adequate liability insurance and indemnity in favor of the City, and adequate material and labor bonds. All plans shall be prepared by an approved licensed professional engineer and shall be subject to review and approval by the Public Works Director.

**Section 4
Permitted Uses**

Lot 2, Menke's Second Addition shall be developed and used in accordance with the applicable permitted uses set forth in Exhibit "E" attached hereto and incorporated herein.

**Section 5
Site Development Regulations**

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the applicable site development regulations of the General Business (BG) District except as modified by the terms of this Agreement, including the exhibits hereto.
- B. As long as the site development regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot subject to the following limitations:
 - 1. The changes shall be consistent with the Design Criteria established for the area.
 - 2. Any changes determined by the Planning Director to be inconsistent with the design criteria shall be considered a major amendment to this Agreement and will require review by the Planning Commission and approval by the City Council.
- C. In addition to the above site development regulations, the provisions of the Bellevue Comprehensive Plan and Bellevue Zoning Code relating to mixed use development areas, as amended or adopted from time to time, shall also apply.
- D. So long as the site development regulations or design criteria are not violated (except for any side yard set-back or landscape buffering requirements which may be modified in the event of a lot revision, combination or division), Developer may reduce or increase the number of lots as shown on the Plan by revising lot lines, combining, or dividing lots.
 - 1. The City may, by administrative subdivision, grant any such revisions, combinations or divisions as necessary to carry out the Development Plan, subject to approval of City Planning Director.
 - 2. An application for an administrative subdivision to make such changes shall include as an attachment a revision to the Development Plan and Design Criteria.

**Section 6
Parking**

- A. Parking for the Project shall be in accordance with the Development Plan.
- B. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the Development Plan, within the boundaries of the property.

**Section 7
Landscaping and Screening**

- A. Landscaping for the Project shall be according to the Design Criteria (Exhibit "C"), the Landscape Plan (Exhibit "F"), attached hereto and made a part hereof. Minor modifications may be made consistent with the standards established in the Development Plan without prior approval of the Planning Manager.
- B. The development in its entirety shall not exceed an impervious coverage of ninety percent (90%).

Section 8 Signage

- A. Signage for the project shall be in accordance with Article 7 of the City of Bellevue Zoning Ordinance, except as modified by the Design Criteria (Exhibit "C") attached hereto and made a part hereof. Minor modifications may be made by the Developer consistent with the standards established in the Development Plan without prior approval. The signage shall meet the minimum requirements of the Bellevue City Code for the General Business District except as modified by this Agreement, including the exhibits hereto.
- B. The Project may have no more than the two (2) monument signs as identified in Exhibit "C", which shall be included in the total sign budget. The location of the monument signs shall be in conformance with Exhibit "B". All monument signage may be double sided and angled to face the street frontage(s). Digital signage may be doubled sided with no maximum refresh rate.
- C. Subject to Sections A and B above, all other signage will be limited to wall signs or projecting signs, all as defined in the City of Bellevue Code.
- D. A sign budget for the Project is 800 SF.
- E. All signs will be installed subject to a sign permit from the City of Bellevue. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

Section 9 Miscellaneous Provisions

- A. Administration. The City Administrator of the City of Bellevue or his or her designee, shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".
- B. Nondiscrimination. Developer shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.
- C. Applicable Law. All parties to this Agreement shall comply with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.
- D. Amendments/Invalidity. Except as outlined in paragraph C of "Development Plan" above, all major amendments to this Agreement shall require the approval of the City Council of the City of Bellevue and the Developer and/or its successors. The provision shall not abrogate any legal remedies available to the City Council of the City of Bellevue or the City Administrator or Planning Director of the City of Bellevue. If any provision of this Agreement is held invalid, such provisions shall be deemed to be exercised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

E. Exhibits. The following Exhibits are made a part of this Agreement and have been attached to this Agreement prior to its execution.

- Exhibit "A" - Legal Description
- Exhibit "B" - MUA Site Plan – Parking Layout
- Exhibit "C" - Architectural and Site Design Guidelines
- Exhibit "E" - Permitted Uses
- Exhibit "F" - Landscape Plan

F. Appendices. The following Appendices are made a part of this Agreement and have been attached to this Agreement prior to its execution.

- Appendix "A" - Building Elevations
- Appendix "B" - Building Materials and Color Palette
- Appendix "C" - Site Furnishings

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

CITY OF BELLEVUE, NEBRASKA

By _____
_____, Mayor

Attest:

By _____
_____, City Clerk

DEVELOPER:

BAYAN HOMES, LLC

By: _____
_____, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came _____, Manager of _____, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of said Company.

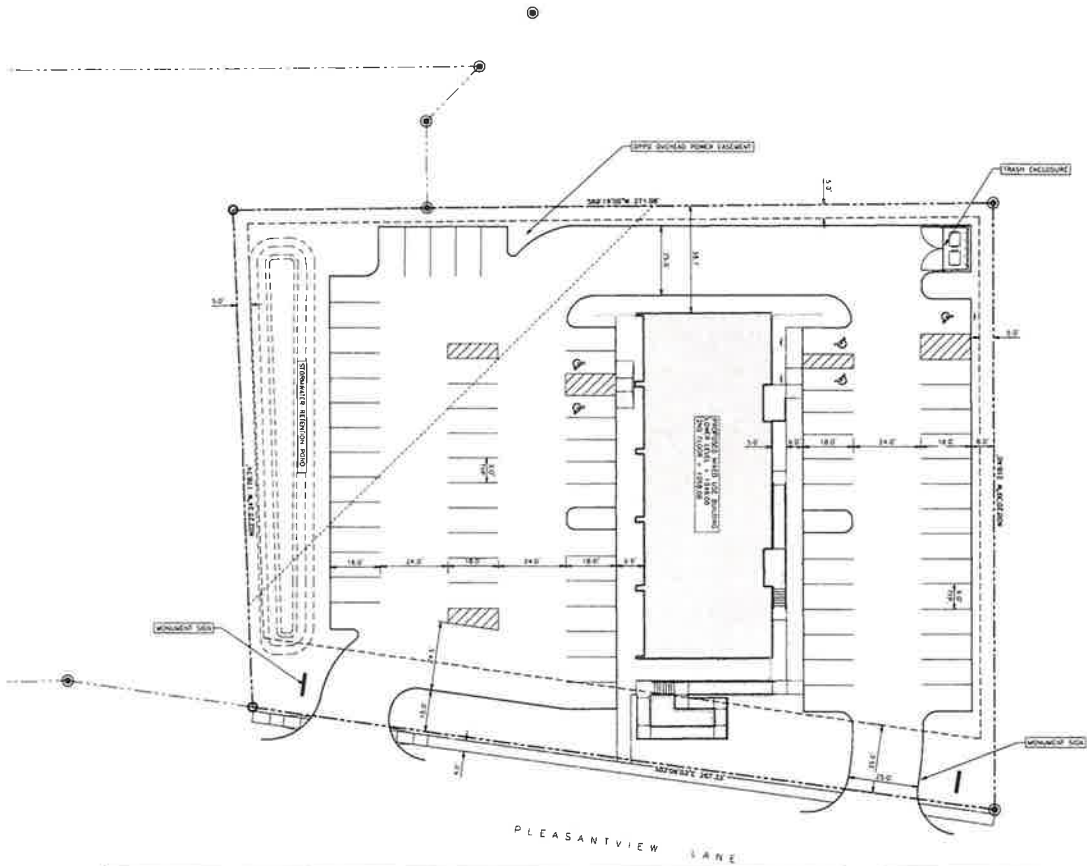
Witness my hand and notarial seal on the day and year last above written.

Notary Public

Exhibit "A"
Legal Description (DRAFT)

LOT 2, MENKE'S SECOND ADDITION, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SE CORNER OF SAID LOT 2; THENCE N02°25'24"W 178.74 FEET; THENCE S89°19'00"W 271.08 FEET; THENCE N00°20'39"W 218.40 FEET; THENCE S82°08'03"E 267.33 FEET TO THE POINT OF BEGINNING.



VICINITY MAP

ENGINEER

INDUPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

NOTES

- EXISTING ZONING IS OR (GENERAL BUSINESS) PROPOSED ZONING IS MU (MIXED USE)
- OVERHEAD POWER LINES CROSS THE SITE (CASHEMOUNT LOCATION IS ASSUMED)
- WATER AND GAS TO BE PROVIDED BY M.U.S.
- POWER TO BE PROVIDED BY D.P.F.C.

SITE LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- OVERHEAD UTILITY LINE
- BUILDING SETBACK LINE

SITE STATISTICS										
LOT NUMBER	PROPOSED ZONING	LOT SIZE (SQ.FT.)	BUILDING COVERAGE (SQ.FT.)	BUILDING COVERAGE (%)	GROSS FLOOR (SQ.FT.)	FLOOR AREA RATIO	PAVEMENT AREA (SQ.FT.)	TOTAL IMPERVIOUS (SQ.FT.)	TOTAL OPEN SPACE (SQ.FT.)	TOTAL OPEN SPACE (%)
LOT 2	MIXED USE (MU)	54,127 SQ. FT. (1.24 AC.)	5,747	10.6%	24,000	0.44	37,718	38,371	72	13.1%

PARKING STATISTICS		
PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
45 STALLS PER 1,000 SQ. FT. OF LEASABLE MULTIPURPOSE SPACE	16,944	16
2 STALLS PER DWELLING UNIT	11,111	16
TOTAL	28,055	32

SETBACK REQUIREMENTS		
M.U.	REQUIRED	PROPOSED
FRONT YARD	10'	10'
SIDE YARD	10'	5'
REAR YARD	10'	5'

BUILDING STATISTICS					
STORIES	HEIGHT	COMMERCIAL SPACE (SQ.FT.)	UNITS	RECHANGING	FLOOR AREA (SQ.FT.)
1	43'-0"	5,747	0	0	24,000

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Thompson, Dreesesen & Dorner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com
dba: TD2 Engineering & Surveying
NE CA-2199

Pleasantview Mixed Use Building

2202 Pleasantview Lane
Bellevue, NE 68005

Banyan Homes, Inc.

PROGRESS PRINT

NOT TO BE USED FOR CONSTRUCTION
DATE PRINTED: February 29, 2024

No.	Description	MR#00-YY
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Drawn By TDV Reviewed By DSD
Job No. 1278-104 Date 01-17-23

MUA Site Plan
Parking Layout

Exhibit B

Exhibit "C"
ARCHITECTURAL AND SITE
DESIGN GUIDELINES

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1. INTRODUCTION

The City of Bellevue, Nebraska, desires to create a visually attractive and functional multi-use project within the City of Bellevue along Pleasant View Lane and Fort Crook Road. All projects along these roads will project an image of high-quality construction and design commensurate with an importance of this heavily traveled corridor.

The Owners of this property propose these Development Guidelines as the basis of design and construction of all individual lots within the Mixed Use Development Area. These guidelines deal with the design of the site, buildings and structures, plantings, signs, and other items that may be visible to the public.

The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in appropriate solutions that will develop a compatible visual appearance within this development and neighboring developments, preserve taxable values, and promote the public health, safety, and welfare.

2. GEOGRAPHIC AREA

The project is generally located northeast of Fort Crook Road and Pleasantview Lane. The project is legally described as:

Lot 2, Menke's Second Addition

See Exhibit "A" for metes and bounds



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3. DEFINITIONS

Appearance. The outward aspect visible to the public.

Appropriate. Sympathetic, or fitting, to the context of the site and the whole community.

Architectural feature. A prominent or significant part or element of a building, structure, or site.

Architectural Grade Metal Panel. Metal panel system using concealed fasteners.

Attractive. Having qualities that arouse interest or pleasure in the observer.

Berm. A raised form of earth to provide screening or to improve the aesthetic character.

Burnished Face Masonry. A concrete masonry unit that is mechanically ground or polished to a smooth finish at the exterior face.

City. City of Bellevue.

Code. The Municipal Code of the City of Bellevue.

Compatibility. Harmony in the appearance of two or more external design features in the same vicinity.

Composite Polymer Siding. Siding with the appearance of wood made from polymer.

E.I.F.S. Exterior Insulation and Finish Systems, also called synthetic stucco, and refers to any similar multi-layered exterior finish.

Exterior building component. An essential and visible part of the exterior of a building.

External design feature. The general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the type of roof, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to the public view from any street, place, or way.

Fiber Cement Board Panel. Flat board of 4'x8' or larger dimensions of cellulose composite material.

Fiber Cement Lap Siding. Lapped horizontal siding of a fiber and cellulose composite material.

Glazed Block Masonry. A concrete masonry unit with a permanent smooth resinous tile facing applied during manufacture.

Graphic element. A letter, illustration, symbol, figure, insignia, or other device employed to express and illustrate a message or part thereof.

Landscape. Plant materials, topography, and other natural physical elements combined in relation to one another and to man-made structures.

Light cut-off angle. An angle from vertical, external downward from a luminary, which defines the maximum illumination outward at the ground plane.

Masonry. Shall include brick, cast stone, and decorative masonry units. Concrete wall form liners may be approved by the Planning Director if it is determined they adequately simulate approved masonry materials.

Mechanical equipment. Equipment, devices and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

Miscellaneous structures. Structures, other than buildings, visible from public ways. Examples are: memorials, staging, antennas, fences and walls, transformers, drive-up facilities.

Standing Seam Metal Roof. Concealed fastener metal panel roof system.

4. VISION

It is anticipated that this development shall be built out with the following project types:

- Commercial Space*
- Civic Space*
- Office Space*
- Multi-Family Residential*

As a Mixed-Use Project to the surrounding Neighborhood, it is important to pull the diverse project types listed above together into a development that has a sense of place and visual continuity created by common:

- Style*
- Site Elements*
- Building Materials*
- Color Palettes*

Each of the unifying elements listed above are discussed in more detail within their respective sections of this document.

5. STYLE

All Buildings

- A. All façades must be designed to be architecturally interesting through the use of massing and horizontal plane changes to create shadows and depth. Building elements such as covered arcades, stepping the facade or recessed entries are suggested to create these building massing requirements. Building facades not visible from public right of ways may provide less interesting design. The use of towers may be approved by the Planning Director to satisfy this requirement.

Commercial, Office, and Residential Buildings

- A. Building Materials:
 1. Not less than 50% shall be clay-fired brick, decorative or architectural stone, glass, tile, architectural grade metal panel, glazed block masonry, or burnished face masonry; and
 2. Not more than 40% may be synthetic stucco (E.I.F.S), Precast Concrete, Fiber Cement Board Panel, Fiber Cement Lap Siding, or other similar material. EIFS or similar material shall not be used at the bottom four feet of any exterior building façade, measured from the base of the façade. Planning Director may approve minor adjustments to this requirement for portions of a façade that are not adjacent to a pedestrian walkway, do not contain an entrance, and where the percentage of accent materials (masonry and clear or tinted glass) on the façade exceeds the maximum amount required; and
 3. Up to 10% of the street-facing facades may be coordinating material that is not listed above in the previous material list.
 4. The deck railings will be made of metal, coated metal, glass, or material consistent with the building.
- B. Building Elevations: The building elevations are attached hereto as Appendix "A".
- C. Roofs: Buildings may have flat roofs with a slope of not less than ¼" per foot, sloped roofs using asphalt shingles, or standing seam metal roofing. The roof must have a parapet to hide the ballasting from public view.
- D. The window treatment awnings must consist of canvas or other "non-plastic" material.
- E. Detached Garages and Unattached Structures: These structures shall use the same materials and proportions as the primary residential structure.
- F. Except as otherwise defined in this Agreement, the residential buildings shall comply with the Multi-Family Design Guidelines (Article 8.12 of the Bellevue Zoning Ordinance).

6. SITE ELEMENTS

I. SITE REQUIREMENTS

A. Sidewalks.

1. All buildings within the development must have pedestrian walkways and public walks connecting the buildings to the perimeter.

B. Buffering

1. A five (5') foot wide landscape buffer shall be provided along the perimeter of the site.
2. Planning Manager may waive or adjust screening standards found in Section 9.06 of Bellevue City Code where circumstances, such as distance and elevation change, warrant.

C. Parking Lots:

1. The Street Landscape Border shall be ten feet (10') for all lots.
2. Parking lots shall provide a minimum ten feet (10') peripheral landscape area along all edges of the parking lot that are within or adjacent to a front or street side yard.
3. A five (5') foot wide landscape buffer shall be provided along the perimeter of the parking lot.
4. All other parking lot landscaping requirements shall be landscaped per City of Bellevue requirements.

D. Plant Materials

1. Plant materials shall meet City of Bellevue's size standards.
2. Landscaping shall be installed consistent with the Landscape Plan (Exhibit "F").

E. Roof Top Mechanical Screens. All roof top mechanical units shall be not less than 75% screened from view from public rights-of-way through the use of permanent architectural screens that are integrated with the overall design of the building.

1. The screen shall be constructed from the following:
 - a. Building Materials listed for the building's project type.
 - b. Pitched roof elements comprised of standing seam or asphalt shingles.

F. Ground Level Mechanical Screens. All ground level mechanical units shall be screened from view from the public rights-of-way. Acceptable materials include:

1. Fences in compliance with Section 9.06.02
2. Evergreen landscaping that meets screening requirements of Section 9.06.02.
3. Berms in compliance with Section 9.06.02

G. Refuse Screening. All trash or refuse receptacles shall be screened from view from public rights-of-way through the use of trash enclosures that are integrated with the overall design of adjacent building(s).

1. The enclosure shall be constructed of building materials listed for the building's project type. Plastic fencing and chain link fencing are not acceptable materials.
2. Enclosures must have gates constructed of a steel frame with wood or decorative metal facing.
3. Landscaping should be used to screen trash enclosures, to the extent possible.
4. If the refuse container is integrated within the dock area, then the dock screening shall be sufficient.
5. Pedestrian access/openings shall be exempt from screening requirements.

H. Site Lightings

1. All exterior parking lot lighting shall be as shown on Appendix "B". Other manufactures of equal or greater quality may be approved by Planning Manager.
2. Any lighting used to illuminate an off-street parking area, sign or other structure will be arranged as to deflect light away from any adjoining property and from public streets through fixture type and optics. Exposed lenses are not permitted. All lighting must have recessed lenses.
3. Exterior lighting of buildings will be limited to low level incandescent spotlights, floodlights and similar illuminating devices hooded in such a manner that the direct beam of any light source will not glare upon public property. (All site lighting shall be screened from adjacent properties to avoid spillage and glare.)
4. The maximum height for all lighting shall be 25'.

5. Building Lighting. All buildings within the property shall be significantly lit at night with lighting that reduces glare, improves visibility and optimizes efficiency. The lighting shall be done in such a way that it blends with the surrounding environment while providing controlled illumination to enhance entrances, corners, and other architectural features.
- I. Parking. As indicated on Exhibit "B-1".
 - J. Outdoor Intercom. No outdoor intercom or paging systems are allowed with the exception that one on one communication systems are allowed for permitted drive-through services and Muzak type sound systems.
 - K. Music and entertainment sounds systems shall be allowed in conjunction with businesses and recreational areas
 - L. Site Furnishings. Site Furnishings shall be manufactured as specified herein and shown on Appendix "C". The Planning Director may administratively approve alternate site furnishings provided that the quality is equal to or exceeds that of the identified design. Site furnishings shall be provided as follows;
 1. Bicycle Racks – Huntco "Staple" Style – The number of bicycle racks shall comply with the requirements of Section 5.19.
 2. Trash/Waste Bins – Huntco "Wenatchee" – At least (1) trash/waste bin shall be located outside of each building.
 3. Benches – Huntco "Willamette" – At least (1) bench shall be located outside each building.
 - M. Multi-family residential. The Multi-Family Residential shall comply with Section 8.12 (Multi-Family Design Guidelines).
 - N. Setbacks for Structures. The Front Yard, Rear Yard, and Street Side Yard setbacks shall be as indicated on Exhibit "B".

7. SIGNAGE

Signage requirements specific to the Pleasantview Mixed Use Development are as follows:

- A. Sign material shall be consistent with the overall design of the buildings.
- B. Monument signs, instead of pole signs, shall be used for all lots in development, except for vehicular and pedestrian directional/way finding signage.

General Signage Design Criteria

Project signage is paramount in developing the overall design quality and character of the Pleasantview Mixed Use Project. The following are guidelines that will be followed to ensure a pedestrian friendly and inviting atmosphere.

Content on Signs:

Signage may include to trade name, Tenant use or other signage relative to Tenant's branding strategy or logo, as approved. Signage shall not include any language or imagery generally considered to be offensive or lewd. City of Bellevue Planning Director shall have the ability to approve variations in signage content based on consistency with the objectives of this Development Agreement.

Mounting of Signs:

Signs attached to non-residential units shall be integral with the storefronts. No exterior sign or sign panel will be permitted to extend above any roof line.

- All signage shall be pin mounted on building facade. Internally illuminated signage shall be pin mounted a minimum of 1/2" and maximum of 1" from building face.
- Raceways maybe permitted if they are recessed and painted to match the building exterior.

Lighting of Signs:

- Sign illumination shall be internal or reverse channel illumination.
- All electric signs and installation methods must meet UL standards and contain a UL label. UL label shall not be visible from public view.
- Signs may be illuminated by direct lighting through the use of landscape lighting.

Sign Treatments Not Permitted:

- Poor quality materials, i.e. plastic appliqué letters, non-fade resistant materials, etc.
- Flashing, moving, audible or odor making signs.
- Cluttered signs.
- Advertising or promotional signs on parked vehicles.
- No exposed conduit, ballast boxes, transformers, tubing, conductors, transformers and other equipment will be permitted.

Facade Signage

Facade signs are intended for immediate recognition of the Tenant's premises by the public. It is recommended that the signage be designed for day and night-time visibility.

- Signs shall consist of individually mounted, internally illuminated or reverse channel letters. Exception may be approved by the Planning Director for alternative sign designs that are consistent with the objectives of this Agreement.
- Attached signs shall not exceed 100 SF and 20% of street facade.

Monument Signs

- Monument signs are limited to two signs.
- Business Center Identification Signs shall not exceed 150 SF in area and 15' in height.
- The residential signs shall not exceed 100 SF in area and 10' in height.
- Monument signs shall be generally located as shown on Exhibit "B-1".
- The Planning Director may administratively approve minor changes to sign location and design provided that such changes are consistent with the goals of the Mixed Use Development Agreement.
- Monument signs may be double sided and angled to face the street frontage(s).
- Digital signage may be double sided with no maximum refresh rate.

Sign Budget

	Lot Frontage (LF)	Multiplier	Allowed per Use	Maximum Permitted Area of Signs (SF)
Lot 2	267	3	Res. = 150 S.F., other = 650 S.F.	800

Exhibit "E"
Pleasantview Mixed Use
Permitted Uses List

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Residential Use Types

- A. Condominium
- B. Apartments and Multiple-family residential
- C. Clubhouse, Facilities and Service-facilities for Multi-family

Commercial, Office, Civic Use Types

- A. Animal hospital
- B. Animal specialty services
- C. Antique store
- D. Apparel store, tailor shops, dressmaker
- E. Art gallery
- F. Automobile parts and supply store
- G. Bakery, custom
- H. Bank, Savings and Loan Association
- I. Barber, beauty shops
- J. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles
- K. Book store
- L. Candy, ice cream store including manufacture
- M. Childcare center
- N. Community center
- O. Convenience store with limited fuel sales
- P. Dairy products sales
- Q. Dancing studios and schools including group instruction
- R. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation
- S. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units
- T. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises
- U. Exercise, fitness, and tanning spa
- V. Florist shop
- W. Furniture and antique homes and store including used furniture store
- X. Furniture (specialty) shops
- Y. General office uses
- Z. Gift and card shop
- AA. Hardware and appliance store
- BB. Hobby and craft store
- CC. Interior design firm
- DD. Jewelry store
- EE. Liquor sales
- FF. Loan office
- GG. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services
- HH. Medical clinics
- II. Microbreweries and brew pubs
- JJ. Music store, music studio
- KK. Paint, wallpaper, drapery, and floor covering store
- LL. Pet shop, provided all facilities are fully enclosed
- MM. Photographer, artist, photo finishing, and camera store
- NN. Real estate sales office
- OO. Restaurant (fast food)
- PP. Restaurant (general)
- QQ. Restaurant (limited)
- RR. Second-hand stores
- SS. Shoe store
- TT. Social club

UU. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge
VV. Toy and sporting goods store

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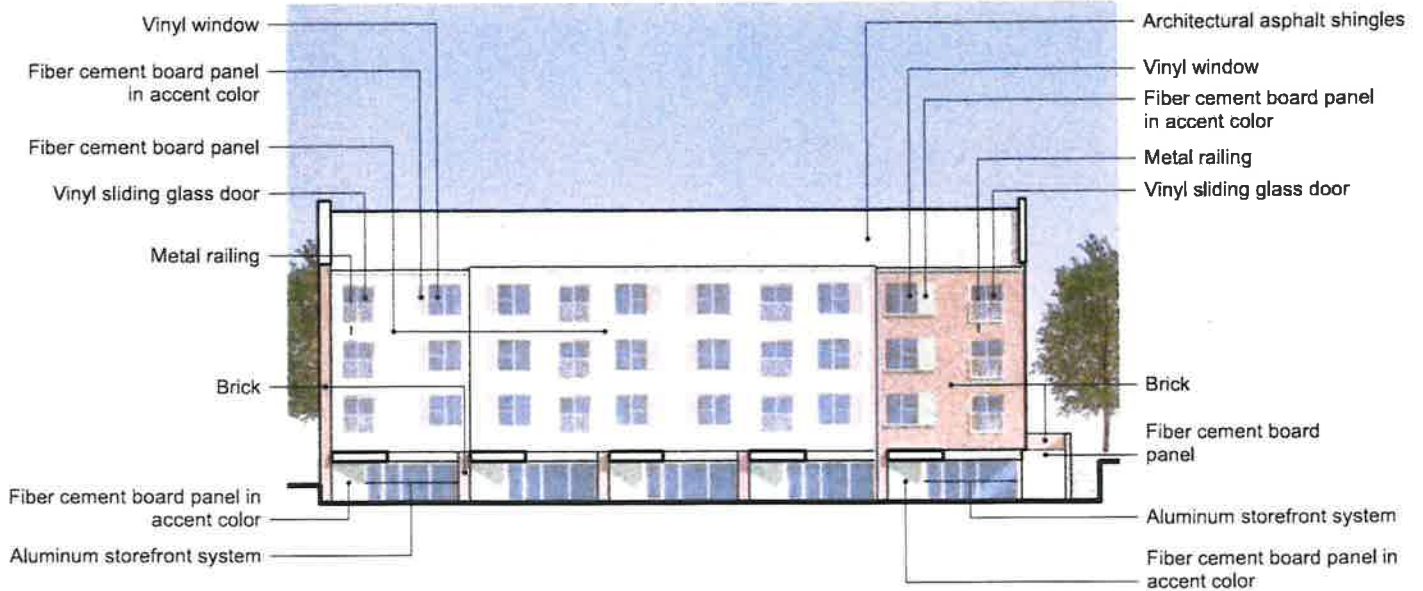
PLANNING DEPT.

Appendix "A"
Pleasantview Mixed Use
Building Elevations

Material Percentages

Brick and Glass 50%

Fiber Cement Board Panel 50%

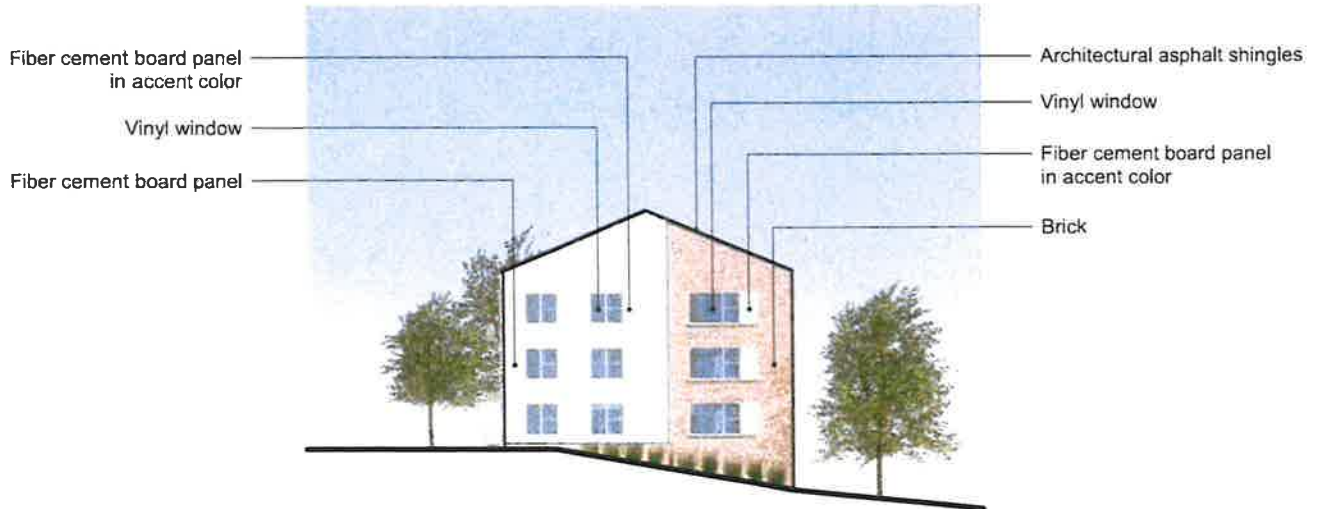


11 West Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages

Brick and Glass 50%

Fiber Cement Board Panel 50%

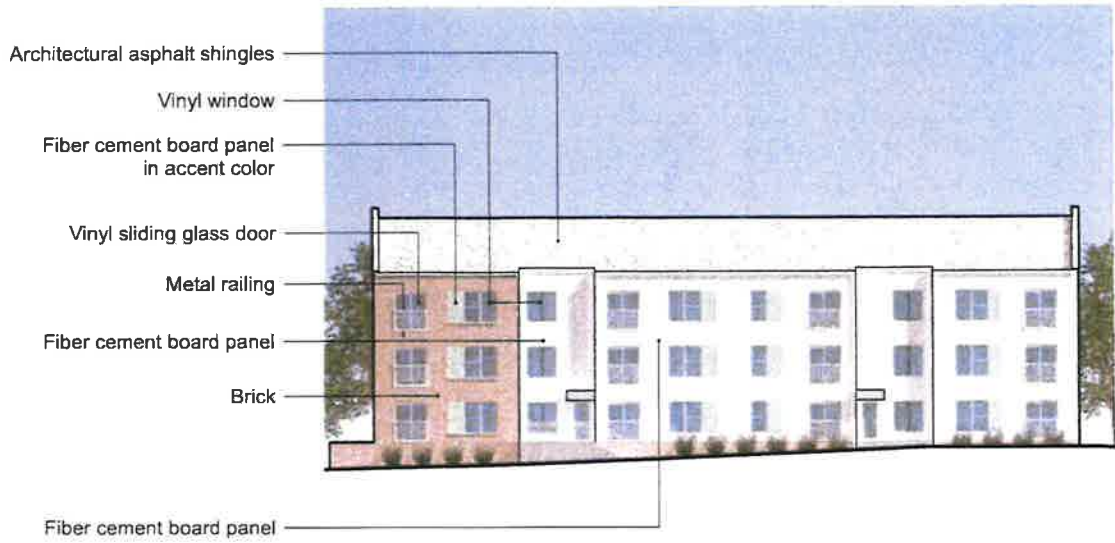


21 North Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages

Brick and Glass 50%

Fiber Cement Board Panel 50%

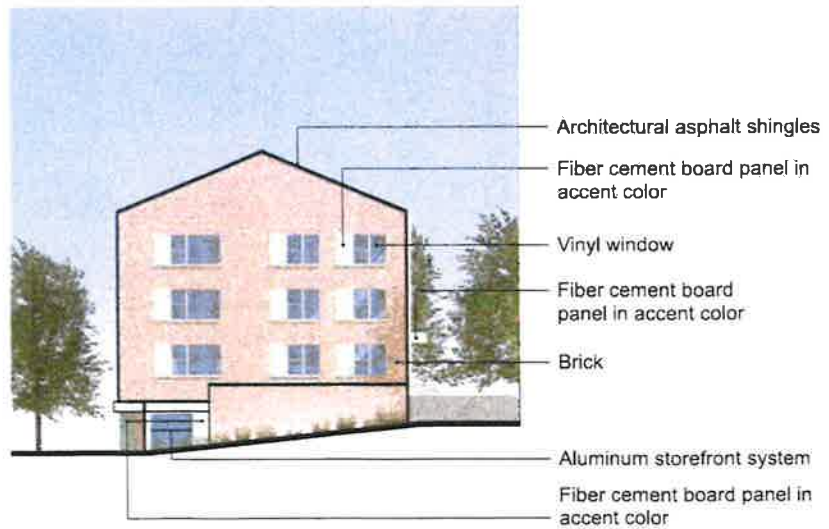


11 East Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages

Brick and Glass 89%

Fiber Cement Board Panel 11%

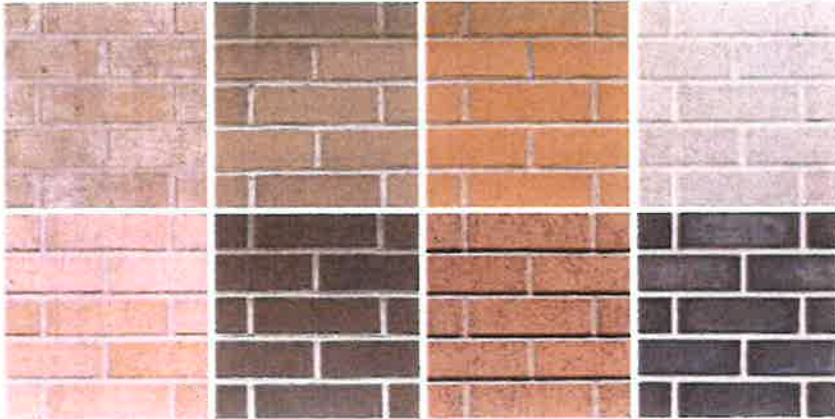


21 South Building Elevation
Scale: 1/32" = 1'-0"

Appendix "B"
Pleasantview Mixed Use
Building Material and Color Palette

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PRIMARY MATERIALS



BRICK



GLAZED BLOCK MASONRY



BURNISHED FACE MASONRY



ARCHITECTURAL GRADE METAL PANEL



PRIMARY MATERIALS



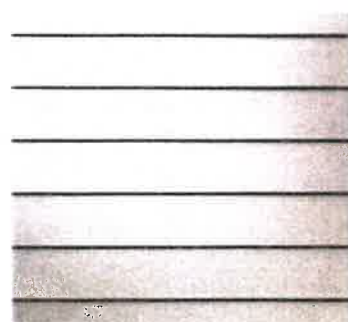
ALUMINUM OR FIBERGLASS INSULATED GLASS STOREFRONT, VINYL WINDOWS



FIBER CEMENT BOARD PANEL



EIFS



FIBER CEMENT LAP SIDING

ACCENT MATERIALS



COMPOSITE POLYMER SIDING

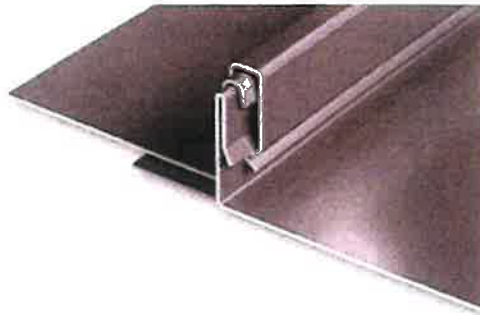
ROOFING



ARCHITECTURAL ASPHALT SHINGLES



STANDING SEAM METAL ROOF



Appendix "C"
Pleasantview Mixed Use
Site Furnishings

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Bench: Huntco "Willamette"



Receptacle: Huntco "Wenatchee"



Bike rack: Huntco "Staple"

ORDINANCE NO. 4153

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 2202 PLEASANTVIEW LANE, 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 2, Menke's Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG (General Business) to MU (Mixed-Use).

(Housing Foundation for Sarpy County)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. 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 _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
5/7/2024

COUNCIL MEETING DATE: 04/16/2024		SUBMITTED BY: Tammi Palm	TITLE: Planning Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Staff is proposing to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking in residential areas. Minor changes to Section 8.03.06, City of Bellevue Zoning Ordinance, are being proposed to make the intent of the current language clearer. This will not change the intent of the ordinance. Additionally, this amendment will coincide with an amendment to City Code Section 18-76 so the two are consistent.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this amendment.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Memo	3. Ordinance No.4154
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:

Sianna Boyington

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 180

CITY COUNCIL HEARING DATE: May 7, 2024

REQUEST: to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking in residential areas.

On March 28, 2024, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of amendment as presented

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: March 28, 2024



We Influence The World!

City of Bellevue
Planning Department
1510 Wall Street • Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: Mayor Rusty Hike
Jim Ristow, City Administrator
City Council

FROM: Angela Curry, Assistant Planning Manager

DATE: April 8, 2024

RE: Amend Section 8.03.06, City of Bellevue Zoning Ordinance regarding hard surface parking requirements.

The City of Bellevue is proposing to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking in residential areas.

Minor changes to Section 8.03.06, City of Bellevue Zoning Ordinance, are being proposed to make the intent of the current language clearer. This will not change the parking requirements or how the city is enforcing those requirements. Additionally, this amendment will coincide with an amendment to City Code Section 18-76 so the two are consistent.

As such, staff is recommending the following amendments to Section 8.03.06:

8.03.06 Subject to the exception contained in Section 8.03.04, all motor vehicles shall be parked on concrete. In all residential zones, all recreational vehicles, trailers, or boats and boat trailers shall be parked in the following manner:

1. Inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone where located.
2. Outside in the side yard or rear yard on a concrete, asphalt, or other approved hard surface pursuant to Section 8.03.06, provided it is not nearer than two (2) feet to the lot line.

3. Outside on a concrete driveway, provided space is not available outside in the rear yard or side yard as permitted by subsection (2) of this section, or there is no reasonable access to either the side yard or rear yard; a corner lot is generally deemed to have reasonable access to the rear yard; and a fence is not necessarily deemed to prevent reasonable access.
4. The body of the recreational vehicle, trailer, or boat and boat trailer must be at least thirteen (13) feet from the face of any curb.
5. No part of the recreational vehicle, trailer, or boat and boat trailer may extend over the public sidewalk or public thoroughfare (right-of-way).
6. Parking is permitted only for storage purposes, and any recreational vehicle, trailer, or boat and boat trailer shall not be:
 - A. Used for dwelling purposes, except for overnight sleeping for a maximum of fourteen (14) days in any one (1) calendar year. Cooking is not permitted at any time.
 - B. Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries or other purposes.
 - C. Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.
7. Notwithstanding any other provisions, of Section 8.03.06, a recreational vehicle, trailer, or boat and boat trailer may be parked anywhere on the premises during active loading or unloading, and use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle, trailer, or boat and boat trailer for use.
8. The recreational vehicle, trailer, or boat and boat trailer shall be owned by the resident on whose property the recreational vehicle, trailer, or boat and boat trailer is parked for storage.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

ORDINANCE NO. 4154

AN ORDINANCE TO AMEND SECTION 8.03.06 OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING HARD SURFACE PARKING IN RESIDENTIAL AREAS FOR THE CITY OF BELLEVUE, NEBRASKA: TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That Section 8.03.06, of Ordinance No. 3619 is hereby amended to read as follows:

8.03.06 Subject to the exception contained in Section 8.03.04, all motor vehicles shall be parked on concrete. In all residential zones, all recreational vehicles, trailers, or boats and boat trailers shall be parked in the following manner:

1. Inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone where located.
2. Outside in the side yard or rear yard on a concrete, asphalt, or other approved hard surface, pursuant to Section 8.03.06, provided it is not nearer than two (2) feet to the lot line.
3. Outside on a concrete driveway, provided space is not available outside in the rear yard or side yard as permitted by subsection (2) of this section, or there is no reasonable access to either the side yard or rear yard; a corner lot is generally deemed to have reasonable access to the rear yard; and a fence is not necessarily deemed to prevent reasonable access.
4. The body of the recreational vehicle, trailer, or boat and boat trailer must be at least thirteen (13) feet from the face of any curb.
5. No part of the recreational vehicle, trailer, or boat and boat trailer may extend over the public sidewalk or public thoroughfare (right-of-way).
6. Parking is permitted only for storage purposes, and any recreational vehicle, trailer, or boat and boat trailer shall not be:
 - A. Used for dwelling purposes, except for overnight sleeping for a maximum of fourteen (14) days in any one (1) calendar year. Cooking is not permitted at any time.
 - B. Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries or other purposes.
 - C. Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.
7. Notwithstanding any other provisions, of Section 8.03.06, a recreational vehicle, trailer, or boat and boat trailer may be parked anywhere on the premises during active loading or unloading, and use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle, trailer, or boat and boat trailer for use.

8. The recreational vehicle, trailer, or boat and boat trailer shall be owned by the resident on whose property the recreational vehicle, trailer, or boat and boat trailer is parked for storage.

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c.
5/7/2024

COUNCIL MEETING DATE: 04/16/2024		SUBMITTED BY: Tammi Palm		TITLE: Planning Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs. Applicant City of Bellevue.

SYNOPSIS/BACKGROUND:

Currently Section 7.04.03 (7.A.ix.), City of Bellevue Zoning Ordinance, reads, "No billboard sign shall be located within a 150-foot radius of any residential zone measured from the portion of the sign face closest to any residential zone." Staff is proposing to change the language to read "No billboard sign shall be located within a 150-foot radius of any residential zone use measured from the portion of the sign face closest to any residential zone use." Billboard signs may only be located on a lot zoned BG, BGH, ML, and MH, or on a lot zoned MU or FX if specifically approved with the required site plan for the property. Billboard signs are not allowed in residential districts and residential development is not a permitted use in an area zoned commercial. However, several non-conforming residential properties exist in established residential neighborhoods along the city's commercial corridors, such as Fort Crook Road, Galvin Road, and Harlan Drive. The 150-foot radius rule is not applicable if Section 7.04.03 (7.A.ix.) is not amended. Staff believes the amendment meets the intent of the ordinance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this amendment.

ATTACHMENTS:

- | | | |
|--|--|---|
| 1. <input type="text" value="Planning Commission Recommendation Sheet"/> | 2. <input type="text" value="Staff Memo"/> | 3. <input type="text" value="Ordinance No.4155"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 181

CITY COUNCIL HEARING DATE: May 7, 2024

REQUEST: to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs.

On March 28, 2024, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of amendment as presented

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: March 28, 2024



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City of Bellevue
Planning Department
1510 Wall Street • Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: Mayor Rusty Hike
Jim Ristow, City Administrator
City Council

FROM: Angela Curry, Assistant Planning Manager

DATE: April 8, 2024

RE: Amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance regarding billboard signs.

The City of Bellevue is proposing to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs.

Section 7.04.03 (7.A.ix.), City of Bellevue Zoning Ordinance, currently reads, “No billboard sign shall be located within a 150-foot radius of any residential zone measured from the portion of the sign face closest to any residential zone.” We are proposing to change the language to read as such “No billboard sign shall be located within a 150-foot radius of any residential ~~zone~~ use measured from the portion of the sign face closest to any residential ~~zone~~ use.”

Billboard signs may only be located on a lot zoned BG, BGH, ML, and MH, or on a lot zoned MU or FX if specifically approved with the required site plan for the property. Billboard signs are not allowed in residential districts, and as the ordinance currently reads, “no sign shall be located within a 150-foot radius of any residential zone measured from the portion of the sign face closest to any residential zone.” Residential development is not a permitted use in an area zoned commercial, however, several non-conforming residential properties exist in established residential neighborhoods along the city’s commercial corridors, such as Fort Crook Road, Galvin Road, and Harlan Drive. The 150-foot radius rule is not applicable if Section 7.04.03 (7.A.ix.) is not amended. Staff believes the language as currently written creates a conflict with the intent of the ordinance.

As such, staff is recommending the following amendments to Section 7.04.03 (7):

7. Billboard Signs.

Billboard signs are exempt from the restrictions of Tables 7B, 7C, 7D, and 7E of this ordinance, and are subject to the following provisions:

A. General Provisions.

- i. Billboard signs shall not be established in any location having principal frontage on any street within a 150 foot radius of any lot, parcel, or other property which is used for a public park, school, church, courthouse, city hall, or public museum having principal frontage on the same street.
- ii. Setbacks:
 - a. Front Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
 - b. Street Side Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
 - c. Interior Side Yard. No requirements.
 - d. Rear Yard. 15 feet.
- iii. Height: The maximum height of any billboard sign shall be fifty-five (55) feet, with an additional five (5) feet permitted for extensions beyond the sign face. The height of a sign is measured from the normal grade level (as defined in Section 7.03.03) below the sign to the topmost point of the sign structure.
- iv. Character: No billboard sign shall be constructed which resembles any official marker erected by the City, state, or governmental body, or which by reason of position, shape, or color would conflict with the proper functioning of any traffic sign or signal.
- v. Code: All billboard signs shall be constructed in accordance with the code.
- vi. Sign Maintenance: All billboard signs shall be continuously maintained to good and safe structural conditions. The painted portions of billboard signs shall be periodically repainted and kept in good condition.
- vii. Consent: No billboard sign or part thereof or overhang thereof shall be located on any lot, parcel, or other property designation without the consent of the Property Owner.
- viii. Lot Maintenance: The general area in the vicinity of any undeveloped property must be kept free and clear of materials, weeds, debris, trash, and other refuse.
- ix. Location: No billboard sign shall be located within a 150-foot radius of any residential ~~zone~~ use measured from the portion of the sign face closest to any residential ~~zone~~ use.
- x. Animation and Motion: Billboard signs shall not be animated signs. Billboard signs shall not revolve or rotate. Slow or continuous motion or rotating within a portion of the sign face shall be permitted.
- xi. Zoning: Billboard signs may only be located on a lot zoned BG, BGH, ML, or MH; such signs may be located on a lot zoned MU or FX if specifically approved with the required site plan for the property.

B. Sign Size

- i. Billboard signs up to 300 square feet on their face are permitted in the following zones: BG (General Business Zone) and MU (Mixed Use Zone).
- ii. Billboard signs up to 400 square feet on their face are permitted in the following zones: BGH (Heavy General Business Zone), FX (Flex Space Zone), and ML (Light Manufacturing Zone).
- iii. Billboard signs up to 672 square feet on their face are permitted in the following zone: MH (Heavy Manufacturing Zone).

C. Spacing.

- i. Kennedy Freeway and Highway 34: Any billboard sign along the Kennedy Freeway or Highway 34 shall be spaced a minimum of 1500 feet apart from the closest billboard sign measured in a straight line along the center line of the Kennedy Freeway or Highway 34, as appropriate. The distance shall be measured from the portion of the sign face closest to Kennedy Freeway or Highway 34, as appropriate.
- ii. On all other streets and highways within the jurisdiction of the City pursuant to the provisions of this ordinance, no billboard sign may be established within an 850-foot radius of any other billboard sign. The distance shall be measured from the portion of the sign faces which are closest to each other.
- iii. On-premise and off-premise signs shall not be counted nor shall measurements be made from them for the purpose of determining compliance with these spacing requirements.

D. Digital billboards.

Digital billboards shall comply with all requirements of this ordinance, plus the following specific requirements:

- i. The image displayed on the sign shall not change more frequently than every 10 seconds.
- ii. The image shall remain static during its display period (no movement or motion shall be permitted).
- iii. Digital billboard signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level of no greater than 5,000 nits during daylight hours and no greater than 750 nits during nighttime hours.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented

ORDINANCE NO. 4155

AN ORDINANCE TO AMEND SECTION 7.04.03, OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING BILLBOARD SIGNS FOR THE CITY OF BELLEVUE, NEBRASKA: TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That Section 7.04.03 of Ordinance No. 3619 is hereby amended to read as No signs shall be erected in the public right-of-way except in accordance with Section 7.04.03.

No sign permit of any kind shall be issued for a proposed sign unless such sign is consistent with the requirements of this ordinance (including those Sections protecting existing signs) in every respect and with the Master Signage Site Plan or Common Signage Site Plan in effect for the property.

7.04.03 Signs Allowed on Private Property with and without Permits

1. Design, Construction, and Maintenance.

All signs shall be designed, constructed, and maintained in accordance with the following standards:

All signs shall comply with applicable provisions of the Uniform Building Code and the Uniform Electrical Code, as each may change from time to time, of the City.

Except for temporary banners, flags, temporary signs, and window signs which conform in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

Sign erectors or installers shall not erect or install a sign without having first received from the Property Owner a current and valid sign permit. Violations of this provision are subject to the provisions of Section 7.01.

All signs at all times shall be maintained in good structural condition, securely fixed, in compliance with the code, and in conformance with this ordinance.

2. Master or Common Signage Site Plan.

No permit shall be issued for a sign requiring a permit unless and until a Master Signage Site Plan or a common Signage Site Plan for the zone lot on which the sign will be erected has been submitted to the Manager and approved by the Manager as conforming with this Section.

A. Master Signage Site Plan. For any zone lot on which the Property Owner proposes to erect or allow one or more signs requiring a permit, unless such zone lot is included in a Common Signage Site Plan, the Property Owner shall submit to the Manager a Master Signage Site Plan containing the following:

An accurate plot plan of the zone lot, at such scale as the Manager may reasonably require;

Location of buildings, parking lots, driveways, and landscaped areas on such zone lot;

Computation of the maximum total sign area, the maximum area for each sign, the height of each sign, and the number of freestanding signs that are allowed on the zone lot(s) under this ordinance; and

An accurate indication on the plot plan of each sign existing as of the date of the ordinance and of the proposed location of each future sign of any type, whether requiring a permit or not, except that incidental signs need not be shown.

B. Common Signage Site Plan. If the Property Owner(s) of two or more contiguous (disregarding intervening streets and alleys) zone lots or the Property Owner of a single zone lot with more than one building (not including any accessory building) file with the Manager for such zone lots a Common Signage Site Plan conforming with the provisions of this Section, a twenty-five percent (25%) cumulative increase in the maximum total sign area shall be allowed for each included zone lot. This bonus shall be allocated within each zone lot as the Property Owner(s) elects in writing and files such election with the Manager.

C. Provisions of Common Signage Site Plan. The Common Signage Site Plan shall contain all of the information required for a Master Signage Site Plan and shall also specify standards for consistency among all signs on the zone lots affected by the Common Signage Site Plan with regard to:

- Color scheme;
- Lettering or graphic style;
- Lighting;
- Location of each sign;
- Location of each sign on the buildings;
- Material; and
- Sign proportions.

D. Limit on Number of Freestanding Signs Under Common Signage Site Plan. The Common Signage Site Plan, for all zone lots with multiple uses or multiple users, shall limit the number of freestanding signs to a total of one for each street on which the zone lots included in each such plan have frontage and shall provide for shared or common usage of such signs.

E. Showing Window Sign on Common or Master Signage Site Plan. A Common Signage Site Plan or Master Signage Site Plan including window signs may simply indicate the areas of the windows to be covered by window signs and the general type of the window signs (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside window) and need not specify the exact dimension or nature of every window sign.

F. Other Provisions of Master or Common Signage. The Master Signage Site Plan or Common Signage Site Plan may contain such other restrictions as the Property Owners may reasonably determine.

G. Consent. The Master Signage Site Plan or Common Signage Site Plan shall be signed by each Property Owner and the sign owner in such form as the Manager shall require.

H. Procedures. A Master Signage Site Plan or Common Signage Site Plan shall be included in any development plan, site plan, planned unit development plan, or other official plan required by the City for the proposed development and shall be processed simultaneously with such other plan.

I. Amendment. A Master Signage Site Plan or Common Signage Site Plan may be amended by filing a new Master or Common Signage Site Plan that conforms with all requirements of the ordinance then in effect.

J. Binding Effect. After approval of a Master Signage Site Plan or Common Signage Site Plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this ordinance. In case of any conflict between the provisions of such a plan and any other provision of this ordinance, the ordinance shall control.

3. Signs in the Public Right-of-Way.

No signs shall be allowed in the public right-of-way, except for the following:

A. Permanent Signs. Appropriate permanent signs, including:

Public signs erected by or on behalf of a governmental body including, but not limited to, those to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic;

Bus stop signs erected by a public transit company;

Informational signs of a public utility company regarding its poles, lines, pipes, or facilities; and

Awning, projecting, and suspended signs projecting not more than twenty-four inches (24") over a public right-of-way in conformity with the conditions of Table 7A of this ordinance.

B. Subdivision Identification Signs. Subdivision identification signs may be erected in the right-of-way by the City, a Sanitary and Improvement District, or a Homeowners Association subject to the following conditions:

The sign shall not exceed 6 feet in height, nor shall any face of the sign exceed 60 square feet.

Regardless of the height and size restrictions, no sign may be erected which creates a visual obstruction for vehicular traffic.

The sign shall only be a “monument sign” as defined in this ordinance.

In the event such sign abuts a residential lot, approval of the abutting property owner shall be required.

All such signs shall be approved by the Public Works Department prior to installation. A City of Bellevue Sign Permit shall also be required.

If, after installation, it is determined by the City that the sign creates a hazard to vehicular or pedestrian traffic it may be removed by the Public Works Department.

C. Emergency Signs. Emergency warning signs erected by a governmental body, a public utility company, or a contractor authorized to do permitted work within the public right-of-way.

D. Temporary Directional Signs. Signs erected to direct pedestrian or vehicular traffic to residential areas or businesses that are impacted by temporary road closings due to construction, maintenance, utility work or similar matters which result in road closures. Prior to posting any temporary directional signs, the party desiring such sign shall coordinate with the City and notify each Property Owner where temporary directional signs will be located.

E. Other Signs Forfeited. Any sign installed or placed on public property or in the public right of way, except in conformance with the requirements of this Section, shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the City shall have the right to recover from the Property Owner or person placing such a sign, the full cost of removal and disposal of such sign.

4. Signs Exempt From Regulation Under This Ordinance.

The following signs shall be exempt from regulation under this ordinance:

A. Any public notice or warning authorized by a valid and applicable federal, state, or local law, regulation, or ordinance;

B. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located;

C. Temporary displays or decorations customarily associated with any national, state, local, or religious holiday or celebration; provided such signs shall be erected no more than forty-five (45) days before and removed no later than fourteen (14) days after the holiday or celebration;

D. Works of art that do not include a commercial message; and

E. Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meet the standards of the Nebraska Department of Roads and which contain no commercial message of any sort.

5. Signs Prohibited Under this Ordinance.

A. Audible signs.

B. All other signs not expressly permitted or exempt from regulation under this ordinance are prohibited in the City.

6. Temporary Signs.

Temporary signs placed on private property with the property owner's permission shall not require a sign

permit. Temporary signs are, however, subject to all other provisions and conditions of this ordinance. In addition, temporary signs are allowed only in compliance with the following Sections:

A. Temporary Freestanding Signs. Temporary freestanding signs shall be allowed in all zoning districts provided the sign face of a temporary freestanding sign may not exceed six (6) square feet in any residential zone, and thirty-two (32) square feet in any other zone. Signs greater than six (6) square feet in size in a residential zone, and thirty-two (32) square feet in size in any other zone, shall not be considered temporary signs and shall require a sign permit. Temporary signs in any district other than a residential district must be spaced twelve (12) feet apart. In commercial zoning districts, two (2) temporary freestanding signs shall be allowed per business per zone lot, provided no more than eight (8) temporary freestanding signs may be on any one zone lot at any one time.

B. Tethered Balloons and Inflatable Signs. Tethered balloons and inflatable signs are allowable on a temporary basis, one tethered balloon or one inflatable sign per zone lot. Tethered balloons and inflatable signs are not allowed in residential zones. A tethered balloon or inflatable sign may not exceed thirty-five feet (35') in height or 300 square feet in the total area of the tethered balloon or inflatable sign; provided, however, the tether shall not exceed one hundred feet (100'). Such tethered balloons and inflatable signs may only be exhibited for a period of not more than fourteen (14) days.

C. Penalties on Public Property or Public Right-of-Way. In the event that any temporary sign is posted on public property or in the City's right-of-way, the City shall have the right to immediately remove and dispose of such sign in accordance with Section 7.04.03.

7. Billboard Signs.

Billboard signs are exempt from the restrictions of Tables 7B, 7C, 7D, and 7E of this ordinance, and are subject to the following provisions:

A. General Provisions.

- i. Billboard signs shall not be established in any location having principal frontage on any street within a 150 foot radius of any lot, parcel, or other property which is used for a public park, school, church, courthouse, city hall, or public museum having principal frontage on the same street.
- ii. Setbacks:
 - a. Front Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
 - b. Street Side Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
 - c. Interior Side Yard. No requirements.
 - d. Rear Yard. 15 feet.
- iii. Height: The maximum height of any billboard sign shall be fifty-five (55) feet, with an additional five (5) feet permitted for extensions beyond the sign face. The height of a sign is measured from the normal grade level (as defined in Section 7.03.03) below the sign to the topmost point of the sign structure.
- iv. Character: No billboard sign shall be constructed which resembles any official marker erected by the City, state, or governmental body, or which by reason of position, shape, or color would conflict with the proper functioning of any traffic sign or signal.
- v. Code: All billboard signs shall be constructed in accordance with the code.
- vi. Sign Maintenance: All billboard signs shall be continuously maintained to good and safe structural conditions. The painted portions of billboard signs shall be periodically repainted and kept in good condition.
- vii. Consent: No billboard sign or part thereof or overhang thereof shall be located on any lot, parcel, or other property designation without the consent of the Property Owner.
- viii. Lot Maintenance: The general area in the vicinity of any undeveloped property must be kept free and clear of materials, weeds, debris, trash, and other refuse.
- ix. Location: No billboard sign shall be located within a 150-foot radius of any residential use measured from the portion of the sign face closest to any residential use.
- x. Animation and Motion: Billboard signs shall not be animated signs. Billboard signs shall not revolve or rotate. Slow or continuous motion or rotating within a portion of the sign face shall be permitted.
- xi. Zoning: Billboard signs may only be located on a lot zoned BG, BGH, ML, or MH; such signs may be located on a lot zoned MU or FX if specifically approved with the

required site plan for the property.

B. Sign Size

- i. Billboard signs up to 300 square feet on their face are permitted in the following zones: BG (General Business Zone) and MU (Mixed Use Zone).
- ii. Billboard signs up to 400 square feet on their face are permitted in the following zones: BGH (Heavy General Business Zone), FX (Flex Space Zone), and ML (Light Manufacturing Zone).
- iii. Billboard signs up to 672 square feet on their face are permitted in the following zone: MH (Heavy Manufacturing Zone).

C. Spacing.

- i. Kennedy Freeway and Highway 34: Any billboard sign along the Kennedy Freeway or Highway 34 shall be spaced a minimum of 1500 feet apart from the closest billboard sign measured in a straight line along the center line of the Kennedy Freeway or Highway 34, as appropriate. The distance shall be measured from the portion of the sign face closest to Kennedy Freeway or Highway 34, as appropriate.
- ii. On all other streets and highways within the jurisdiction of the City pursuant to the provisions of this ordinance, no billboard sign may be established within an 850-foot radius of any other billboard sign. The distance shall be measured from the portion of the sign faces which are closest to each other.
- iii. On-premise and off-premise signs shall not be counted nor shall measurements be made from them for the purpose of determining compliance with these spacing requirements.

D. Digital billboards.

Digital billboards shall comply with all requirements of this ordinance, plus the following specific requirements:

- i. The image displayed on the sign shall not change more frequently than every 10 seconds.
- ii. The image shall remain static during its display period (no movement or motion shall be permitted).
- iii. Digital billboard signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level of no greater than 5,000 nits during daylight hours and no greater than 750 nits during nighttime hours.

8. Sign Permit Procedures.

The following procedures shall govern the application for, and issuance of, all sign permits under this ordinance, and the application, submission and review of each Common Signage Site Plan and each Master Signage Site Plan.

Signs identified as "P" or "S" on Table 7A, shall be constructed, erected, modified, installed, or created (hereinafter jointly or severally referred to as "Install" or "Installation") only in accordance with a duly issued and valid sign permit issued by the Manager. Such permits shall be issued in accordance with the following provisions:

A. Applications. All applications for sign permits of any kind and for a Master Signage Site Plan or Common Signage Site Plan shall be made in writing upon forms furnished by the City. Each application shall be submitted to the Manager in accordance with application specifications promulgated by the Manager. Each proposed sign requires a separate permit and each sign existing as of the effective date of this ordinance and each sign existing upon annexation of the lot upon which it is encompassed requires the filing of an application for either a Master Signage Site Plan or a Common Signage Site Plan. Property Owners who wish to submit a Common Signage Site Plan for approval may do so jointly, submitting only one application.

B. Insure and Indemnify. Any applicant(s) applying for a sign permit for a new sign or filing an application(s) for a Master Signage Site Plan or Common Signage Site Plan for proposed signs or existing signs, shall procure and maintain during the existence of any sign commercial general liability

insurance covering bodily injury, including death, and property damage with a combined single limit of at least \$500,000 per person. The applicant(s) shall also defend, indemnify, and hold the City harmless from and against any action, claim, judgment, loss, damage, or injury to person or property, all fines, penalties, costs, or expenses including reasonable attorney fees, of any nature whatsoever which are brought, made, incurred, caused by, or which result or arise from, or out of, or in connection with (whether in whole or part) the negligent or intentional act, error or omission, including any default under the application, of the indemnifying party.

C. Fees. Each application for a sign permit or for approval of a Master Signage Site Plan or Common Signage Site Plan shall be accompanied by the applicable fees, which shall be established by the City Council from time to time by resolution. Permit fees are intended to cover the associated cost of sign permit review; processing of the permit application, and any site inspections pertaining to the installation, erection, and/or placement of each sign.

D. Completeness. No more than five (5) business days after receiving an application for a sign permit or for a Master Signage Site Plan or a Common Signage Site Plan, the Manager shall review it for completeness; and if the Manager finds that it is complete, the application shall then be further processed. If the Manager finds that the application is incomplete, the Manager shall return it to the applicant together with a notice of the deficiencies.

E. Issuance of a Permit or Approval of Plan. After the receipt of an application for a sign permit, the Manager shall review the plans, specifications, and other data relating to such sign, and, if it is considered necessary, shall inspect the zone lot premises upon which the sign is proposed to be erected. The Manager shall take action (i) on the application for a sign permit in accordance with Section 7.04.03 or (ii) the Manager shall take action on the application for approval of a Master Signage Site Plan or Common Signage Site Plan in accordance with Section 7.04.03 or, when related to nonconforming signs, in accordance with Section 7.04.03.

F. Action. No more than ten (10) business days after receiving a duly completed application for a sign permit, the Manager shall either:

Issue the sign permit, if the sign(s) that is the subject of the application conforms in every respect with the requirements of this ordinance and of the applicable Master Signage Site Plan or Common Signage Site Plan previously approved; or

Refuse to issue the sign permit if the sign(s) that is the subject of the application fails in any way to conform with the requirements of this ordinance and of the previously approved applicable Master Signage Site Plan or Common Signage Site Plan. In case of a rejection, the Manager shall specify in the rejection the Section(s) of this ordinance, or the applicable plan with which the sign(s) is inconsistent.

G. Action on the Plan. On any duly completed application for approval of a Master Signage Site Plan or Common Signage Site Plan, other than those pertaining to nonconforming signs as referenced in Section 7.04.03, the Manager shall either:

Approve the proposed plan if the sign(s) as shown on the plan and the plan itself conforms in every respect with the requirements of this ordinance; or

Reject the proposed plan if the sign(s) as shown on the plan or the plan itself fails in any way to conform with the requirements of this ordinance and of the previously approved applicable Master Signage Site Plan or Common Signage Site Plan. In case of a rejection, the Manager shall specify in the rejection the Section(s) of this ordinance, or the applicable plan with which the sign(s) is inconsistent.

The Manager shall take such action on the proposed plan on the applicable one of the following dates:

No later than ten (10) business days after the submission of an application if the application is for signs for existing buildings; or

No later than ten (10) business days after the date of issuance of any related application for a building permit, site plan, or development plan involving new construction.

H. Inspection. The Manager shall cause an inspection of the zone lot for which each permit for a new sign or for modification of an existing sign is issued during the sixth month after the issuance of such permit, or at an earlier date if the Property Owner may request. If the Installation is not substantially complete at the time of inspection, the permit shall lapse and become void. If the Installation is complete and in full compliance with this ordinance and with the code, the Manager shall affix to the sign or sign structure, a permanent symbol identifying the sign(s) and the applicable permit by number or other

reference. If the Installation is substantially complete but not in full compliance with this ordinance and the code, the Manager shall give the Property Owner or applicant notice of the deficiencies and shall allow an additional 30 days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by such date, the permit shall lapse. If the Installation is then complete, the Manager shall affix to the sign or sign structure, the permanent symbol described above.

I. Permit Label. With each permit issued, the City shall provide a label or decal for each permitted sign bearing the permit number. This label shall be attached to the sign or sign structure, in an approved location (specified on the permit) so as to be clearly visible from the public right-of-way or public area of the business site.

J. Failure of Applicant or Manager to Comply. The failure of an applicant to timely file an application for a sign permit or the failure of an applicant to comply with the provisions of this Section when filling out, and/or submitting an application, shall be construed as prejudicial to the applicant. The failure of the Manager to meet the time constraints imposed upon him/her by this ordinance shall not be construed as waiving the requirements of this ordinance or impliedly granting such permit.

9. Sign Permits – Duration and Lapse.

The Property Owner of a zone lot containing sign(s) requiring a permit under this ordinance shall at all times maintain in force a sign permit for such zone lot. Sign permits shall be issued for each zone lot, notwithstanding the fact that a particular zone lot may be included with other zone lots in a Common Signage Site Plan.

A. Lapse of Sign Permit. A sign permit shall lapse automatically if the business activity on the zone lot is discontinued for a period of 180 days or more and is not renewed within 60 days of a notice from the City to the last permittee, sent to the zone lot, that the sign permit will lapse if such activity is not renewed. Lapse of a sign permit shall be considered a violation of this ordinance.

B. Assignment of Sign Permits. A current sign permit shall be assignable to a successor as Property Owner, subject only to filing such application as the Manager may require within six (6) months and paying any applicable fee. The assignment shall be accomplished by filing a copy of same with the Manager and shall not require further approval.

10. Signs Without Permits.

A. Violation and Nuisance. It shall be a violation of this ordinance to install, create, erect, or maintain any sign, for which a permit is required, without having obtained such a permit. Installing, creating, erecting, or maintaining any sign for which a permit is required without having obtained such a permit shall also constitute a continuous public nuisance and each day such a violation exists shall be deemed a separate violation.

B. Property Owner Removal. Except as otherwise provided, the Property Owner with a sign for which a current sign permit has not been issued shall be obligated to take down and remove such sign within ten (10) days after written notification from the City.

C. Summary Removal Authorized. The Planning Manager is hereby empowered to determine whether a current and valid sign permit has been issued for any sign. If a current sign permit is required but has not been issued due to the failure or refusal of the Property Owner(s) to comply with this Ordinance, the Planning Manager shall provide written notice to the Property Owner(s) of such violation and order removal of the sign. The Property Owner(s) shall have twenty (20) days to comply with this written notice. If the Property Owner(s) fail to comply with the order of removal, the City may have such work done. The costs and expenses of any such work shall be paid by the Property Owner(s). If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground.

11. Nonconforming Signs

A. Signs Existing on Effective Date. For any sign existing in the City on or before September 24, 1996 and in continuous and uninterrupted existence since that date, a duly completed application for either a Master Signage Site Plan or a Common Signage Site Plan must be submitted to the Manager on or before October 1, 2000; and for any sign existing on property annexed at a later date which causes the sign to become subject to this ordinance, an application for either a Master Signage Site Plan or a Common Signage Site Plan must be submitted to the Manager within six (6) months of the effective date of the annexation or within such period as may be established in an agreement between the City and the relevant Property Owner; and the timely filing of such duly completed applications shall qualify such signs and Property Owner for the protection of Section 7.04.03 (11C.) and (11D.). Signs that are the subject of applications for a Master Signage Plan or a Common Signage Plan not so received or received after October 1, 2000 shall be subject to all of the terms and conditions of this ordinance, shall be in violation thereof, and shall not be entitled to the protection of Section 7.04.03 (11C.) and (11D.). Except as otherwise provided in this ordinance, any such nonconforming sign for which an application for a Master Signage Site Plan or a Common Signage Site Plan has not been timely submitted to the Manager shall be taken down and removed in accordance with the procedures and provisions of Section 7.04.03 (10).

B. Fees. Duly completed applications for a Master Signage Site Plan or a Common Signage Site Plan for existing signs timely filed within the time period specified in Section 7.04.03 (11A.) shall be exempt from the initial fees adopted under authority of this ordinance.

C. Permits. A sign that would be permitted under this ordinance only with a current sign permit, but which was in existence on the effective date of this ordinance or on a later date when the property upon which such sign exists is annexed to the City, and which was constructed in accordance with the ordinances and other applicable laws in effect on the date of its construction, but which by reason of its size, height, location, design, or construction is not in conformance with the requirements of this ordinance, shall be deemed to have been issued a current and valid nonconforming sign permit if an application for a Master Signage Site Plan or a Common Signage Site Plan in accordance with Section 7.04.03 (11A) of this ordinance is timely filed.

D. Grandfather Rights. Any nonconforming sign which has been registered in accordance with Section 7.04.03 (8) of this ordinance may be repaired or modified provided such repair or modification does not involve a structural alteration or result in the sign becoming more nonconforming. A sign permit will not be required for repairing or modifying an existing registered sign.

Any nonconforming sign which has been registered in accordance with Section 7.03.04 of this ordinance may be replaced or otherwise structurally altered provided the sign is not made more nonconforming and the sign is of a type permitted by Table 7A in the zoning district in which it is located. A sign permit will be required prior to replacing or structurally altering any sign.

E. Lapse of Sign Permit for Existing Signs. A nonconforming sign permit deemed to have been issued for existing signs in accordance with Section 7.04.04 (11C.) shall lapse and become void under the same circumstances as those under which any other sign permit may lapse and become void as specified in Section 7.04.03 (9).

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12d.
5/7/2024

COUNCIL MEETING DATE: April 16, 2024		SUBMITTED BY: Code Enforcement	
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 No. 4156 to Amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-76 Regarding Parking of Recreational Vehicles, Trailers and Boats and to Provide and Effective Date

SYNOPSIS/BACKGROUND:

Code Enforcement recommends this amendment to Section 18-76 of the City Code to add certain language to the current ordinance in order to make the Municipal Code consistent with the City's Zoning Ordinance. Currently, the City's hard surface parking requirements are set out in the City's Zoning Ordinance. This amendment makes the City's Municipal Code, as it relates to parking of recreational vehicles, trailers and boats, consistent with the Zoning Code, by incorporating the same language. This amendment does not change or expand the actual parking requirements or how the City is enforcing those requirements.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4156 and authorize Mayor to Sign.

ATTACHMENTS:

- Ordinance 4156 - Redline
- Ordinance 4156 - Clean Copy
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

ORDINANCE NO. 4156

AN ORDINANCE TO AMEND CHAPTER 18, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 18-76 REGARDING PARKING OF RECREATIONAL VEHICLES, TRAILERS AND BOATS 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 Chapter 18, Section 18-76 of the Bellevue Municipal Code is hereby amended to read as follows:

§18-76 RECREATIONAL VEHICLES, TRAILERS AND BOATS.

(A) For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

BOAT. A vehicle for traveling in or on water, not exceeding 40 feet in body length, eight feet in width, or 12 feet in overall height. Height includes the trailer, if the **BOAT** is mounted on a trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

NON-MOTORIZED VEHICLE. A trailer or other device without motive power that is designed for carrying persons or property while being drawn by a motor vehicle.

RECREATIONAL VEHICLE. A vehicular unit not exceeding forth 40 feet in overall length, eight feet in width, or 12 feet in overall height, primarily designated as a temporary living quarters for recreational, camping or travel use; it either has its own motive power or is designed to be mounted on or drawn by an automotive vehicle. The term "recreational vehicle" includes motor home, truck camper, travel trailer and camping trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

TRAILER. A vehicle without motive power, designed so that it can be drawn by motor vehicle, to be used for the carrying of persons or property, or as human habitation. However, a structure which meets the requirements of the building code of the city in all ways, including foundation, is not a trailer, whether or not it was once a vehicle.

YARD, FRONT. That part of a lot between the front lot line and the front of the principal building on the lot, and extended to both side lot lines.

YARD, REAR. That part of a lot between the rear lot line and the back of the principal building on the lot, and extended to both side lot lines.

YARD, SIDE. That part of a lot not surrounded by buildings and not in the front or rear yard.

(B) In all residential zones provided for in the city zoning code, it is permissible to park a recreational vehicle, trailer, or boat and boat trailer in the following manner:

(1) Parking is permitted inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone, where located.

(2) Parking is permitted outside in the side yard or rear yard, provided, on a concrete, asphalt, or other approved hard surface as defined by the City Zoning Ordinance Section 8.03.04 and it is not nearer than two feet to the lot line.

(3) Parking is permitted outside on a concrete driveway, provided:

(a) Space is not available outside in the rear yard or side yard as permitted by subsection (B)(2) of this section, or there is no reasonable access to either side yard or rear yard, a corner lot is always deemed to have reasonable access to the rear yard, a fence is not necessarily deemed to prevent reasonable access;

(b) Inside parking is not possible;

(c) The unit is parked perpendicular to the front curb.

(4) The body of the recreational vehicle or boat must be at least 13 feet from the face of any curb.

(5) No part of the unit may extend over the public sidewalk or public thoroughfare (right-of-way).

(6) Parking is permitted only for storage purposes and any recreational vehicle or trailer shall not be:

(a) Used for dwelling purposes, except for overnight sleeping for a maximum of 14 days in any one calendar year. Cooking is not permitted at any time.

(b) Permanently connect to sewer lines, water lines or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries and other purposes.

(c) Used for storage of goods, materials or equipment other than those items considered to be a part of the unit or essential for its immediate use.

(7) Notwithstanding the provisions of subsections (4) to (6) of this section, a unit may be parked anywhere on the premises during active loading or unloading, and use of electricity and propane fuel is permitted when necessary to prepare a recreational vehicle for use.

(8) The unit shall be owned by the resident on whose property the unit is parked for

(C) While not attached to a motor vehicle, a nonmotorized vehicle, other than official municipal equipment, shall not be parked or stored on any public street in the city, except for emergency purposes. It shall be within the discretion of the Bellevue Police Department as to what constitutes an emergency for purposes of this section.

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2024.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

ORDINANCE NO. 4156

AN ORDINANCE TO AMEND CHAPTER 18, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 18-76 REGARDING PARKING OF RECREATIONAL VEHICLES, TRAILERS AND BOATS 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 Chapter 18, Section 18-76 of the Bellevue Municipal Code is hereby amended to read as follows:

§18-76 RECREATIONAL VEHICLES, TRAILERS AND BOATS.

(A) For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

BOAT. A vehicle for traveling in or on water, not exceeding 40 feet in body length, eight feet in width, or 12 feet in overall height. Height includes the trailer, if the **BOAT** is mounted on a trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

NON-MOTORIZED VEHICLE. A trailer or other device without motive power that is designed for carrying persons or property while being drawn by a motor vehicle.

RECREATIONAL VEHICLE. A vehicular unit not exceeding forth 40 feet in overall length, eight feet in width, or 12 feet in overall height, primarily designated as a temporary living quarters for recreational, camping or travel use; it either has its own motive power or is designed to be mounted on or drawn by an automotive vehicle. The term "recreational vehicle" includes motor home, truck camper, travel trailer and camping trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

TRAILER. A vehicle without motive power, designed so that it can be drawn by motor vehicle, to be used for the carrying of persons or property, or as human habitation. However, a structure which meets the requirements of the building code of the city in all ways, including foundation, is not a trailer, whether or not it was once a vehicle.

YARD, FRONT. That part of a lot between the front lot line and the front of the principal building on the lot, and extended to both side lot lines.

YARD, REAR. That part of a lot between the rear lot line and the back of the principal building on the lot, and extended to both side lot lines.

YARD, SIDE. That part of a lot not surrounded by buildings and not in the front or rear yard.

(B) In all residential zones provided for in the city zoning code, it is permissible to park a recreational vehicle, trailer, or boat and boat trailer in the following manner:

(1) Parking is permitted inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone, where located.

(2) Parking is permitted outside in the side yard or rear yard, provided, on a concrete, asphalt, or other approved hard surface as defined by the City Zoning Ordinance Section 8.03.04 and it is not nearer than two feet to the lot line.

(3) Parking is permitted outside on a concrete driveway, provided:

(a) Space is not available outside in the rear yard or side yard as permitted by subsection (B)(2) of this section, or there is no reasonable access to either side yard or rear yard, a corner lot is always deemed to have reasonable access to the rear yard, a fence is not necessarily deemed to prevent reasonable access;

(b) Inside parking is not possible;

(c) The unit is parked perpendicular to the front curb.

(4) The body of the recreational vehicle or boat must be at least 13 feet from the face of any curb.

(5) No part of the unit may extend over the public sidewalk or public thoroughfare (right-of-way).

(6) Parking is permitted only for storage purposes and any recreational vehicle or trailer shall not be:

(a) Used for dwelling purposes, except for overnight sleeping for a maximum of 14 days in any one calendar year. Cooking is not permitted at any time.

(b) Permanently connect to sewer lines, water lines or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries and other purposes.

(c) Used for storage of goods, materials or equipment other than those items considered to be a part of the unit or essential for its immediate use.

(7) Notwithstanding the provisions of subsections (4) to (6) of this section, a unit may be parked anywhere on the premises during active loading or unloading, and use of electricity and propane fuel is permitted when necessary to prepare a recreational vehicle for use.

(8) The unit shall be owned by the resident on whose property the unit is parked for

(C) While not attached to a motor vehicle, a nonmotorized vehicle, other than official municipal equipment, shall not be parked or stored on any public street in the city, except for emergency purposes. It shall be within the discretion of the Bellevue Police Department as to what constitutes an emergency for purposes of this section.

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2024.

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

13a.
5/7/2024

COUNCIL MEETING DATE: 05/07/2024		SUBMITTED BY: Rich Severson, Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance Update

SYNOPSIS/BACKGROUND:

Employee turnover and recruitment has proven to be uncharacteristically problematic during the current economy. The objective of this Compensation Ordinance is to address those challenges faced by the City, while showing employees that we value their hard work and dedication. The wages reflected in the attached ordinance aim to mitigate compensation factors that contribute to turnover, helping to ensure a stable workforce and foster a positive work environment. In addition to not keeping up with competitor wages, the current ordinance only provided for a 2% cost-of-living adjustment over the last 3 years, falling far behind inflation. In order to maintain parity within wages and remain competitive with surrounding cities, a flat 3% cost-of-living increase for covered positions effective 04/21/24 along with other parity adjustments, for the remainder of this fiscal year. Compounded cost of this increase with the already agreed upon cost of living for next year will be approximately \$72,000.

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:

Suspend the statutory rule requiring reading on three different days and, after the public hearing held at this meeting, approve Compensation Ordinance 4157.

ATTACHMENTS:

1. <input type="text" value="Ordinance No. 4157 (redlined)"/>	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:



ORDINANCE NO. ~~4157~~ 4135

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 4135; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

Section 2. Appointed Officials

	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$ 5,778 - \$8,327 <u>6,070 - 8,748</u>
Treasurer	\$ 305 - \$385 <u>328 - 413</u>

Section 2a. Unclassified

	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$ 5,079 - \$6,817 <u>5,337 - 7,162</u>
Assistant City Attorney	\$ 6,985 - \$10,322 <u>7,339 - 10,844</u>
Assistant Finance Director	\$ 7,090 - \$10,163 <u>7,448 - 10,844</u>
City Attorney	\$ 9,233 - \$12,107 <u>9,701 - 12,719</u>
Dir of Community & Ec. Development	\$8,783 - \$12,712 <u>9,227 - 13,355</u>
Community Relations Media Coordinator	\$ 5,983 - \$8,083 <u>6,285 - 8,492</u>
Acctg, Reporting & Compliance Manager	\$ 6,588 - \$9,213 <u>6,921 - 9,679</u>
Deputy Director Parks & Rec	\$ 6,054 - \$8,815 <u>6,360 - 9,261</u>
Finance Director	\$ 8,101 - \$11,473 <u>8,863 - 12,679</u>
Fire Chief	\$ 8,979 - \$12,470
Human Resources Generalist	\$ 4,326 - \$6,618 <u>4,545 - 6,952</u>
Human Resources Director	\$ 7,251 - \$10,875 <u>7,618 - 11,424</u>
Manager of Engineering Services	\$ 7,500 - \$10,258 <u>7,880 - 10,776</u>
Library Director	\$ 7,334 - \$10,085 <u>7,705 - 10,594</u>
Planning Director	\$ 7,906 - \$11,508 <u>8,306 - 12,090</u>

Police Chief	\$ 9,415 - \$12,987
Public Works Director	\$ 8,709 - \$12,049 <u>9,150 - 12,659</u>
Public Works Engineer II	\$ 6,363 - \$8,967 <u>6,685 - 9,421</u>
Risk Manager	\$ 5,674 - \$7,648 <u>5,961 - 8,036</u>

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 22.53 - \$30.99 <u>23.67 - 32.56</u>
	Executive Secretary	\$ 26.57 - \$36.69 <u>27.91 - 38.55</u>
	Emergency Medical Services Supervisor	\$45.75 - \$60.20
	Human Resources Assistant	\$ 23.05 - \$31.22 <u>24.22 - 32.80</u>
	Sr. HRIS/Payroll Specialist	\$ 24.38 - \$33.63 <u>25.61 - 35.33</u>
	Office of Professional Standards Coord.	\$ 27.25 - \$34.76 <u>28.63 - 36.52</u>

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 8,694 - \$11,333

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$16.12 - \$20.68
Head Lifeguards	\$14.03 - \$18.30
Lifeguards	\$12.58 - \$15.65
Concession Workers	\$12.00- \$12.50
Youth Baseball/Softball Umpires	\$12.00- \$14.50
Track Club Coaches	\$12.00- \$14.50
Parks Workers	\$13.33 - \$18.00

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions

Part-Time Administrative Intern Position: Range (hourly) \$12.00 to \$13.50

Section 8. That Ordinance 4135 is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 2024.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
5/7/2024

COUNCIL MEETING DATE: 05/07/2024		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Event License Application - Kevin Power Event Application to raise donation for Food Pantry and waiving the \$50 event fee

SYNOPSIS/BACKGROUND:
Kevin Power is asking for an Event License for his Private Event (11th Annual Pak-the-Pantry Neighborhood Collection Party) 108 Fox Meadow Court, from 6:00 p.m. to 12:00 a.m. (Music from 8:00 p.m. to 11:00 a.m.) on Saturday, July 27, 2024.

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 DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
Recommendation to approve Event Application for Kevin Power's Private Event (11th Annual Pak-the-Pantry Neighborhood Collection Party), 108 Fox Meadow Court, from 6:00 p.m. to 12:00 a.m. (Music from 8:00 p.m. to 11:00 a.m.) on Saturday, July 27, 2024 and to waive the \$50 Event Fee.

ATTACHMENTS:

1. Application for Event License 2. Comments from PD, Streets, & Parks 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Bevilacqua

[Signature]

[Signature]



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Bellevue Food Pantry Date: 4/18/24

Contact Person Information for Organization:

Name: Kevin Power Phone: 402-960-2579 Email: pow22@kpe-inc.com

Address: 108 Fox Mdw Ct City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: PRIVATE PAK-THE-PANTRY NEIGHBORHOOD COLLECTION PARTY (11TH ANNUAL)

Location of Event/Alternate Location:

108 FOX MEADOW COURT, BELLEVUE

Dates of Event: 07/27/24 Alternate Dates: NONE Hours of Event: 6-12 WITH LIVE MUSIC FROM 8-11

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

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

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

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

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

Signature of Applicant: [Handwritten Signature]

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 5/1/24.

City Council hearing date: 5/7/24

License Fee of \$50 paid on: waive Receipt #: —



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: April 18, 2023

SUBJECT: Approve request of application for Kevin Power (Private Fund Raiser) at his home (108 Fox Meadow Court, Bellevue on July 22, 2023 from 6:00 PM to 12:00 PM (Music from 8:00 PM to 11:00 PM) and to waive the application fee. Please review and provide any comments.

Please make comments on the above request and return it to Susan Kluthe by, **Thursday, April 25, 2024**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No Comments or concerns from Police.

Cpt. Kurt Stroehler

4-18-24

Signature or Fill in Your Name

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

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Please make comments on the above request and return it to Susan Kluthe by **Thursday, April 25, 2024**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Karen Chandler

4/18/2024

Signature or Fill in Your Name

Date

Notice of Public Hearing
Private Charity Event

Notice is hereby given, pursuant to the Bellevue City Code, on Tuesday, May 7, 2024, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Kevin Power to host a Private Charity Event to raise donations for the Bellevue Food Pantry from 6:00 p.m. until 12:00 a.m. on Saturday, July 27, 2024.

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

Susan Kluthe
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/07/2024		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Public Hearing on the request of a privately-operated Farmers Market at Washington Park

SYNOPSIS/BACKGROUND:

Event Application for an Event License shall have a public hearing before the City Council. In accordance to the ordinance, Sarah Milligan has submitted an application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, June 1, 2024 to October 5, 2024 (with the exception of the weekend of Arrows to Aerospace 2024, if held) from 6:00 a.m. to 1:00 p.m.

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: NO
CIP PROJECT NAME: n/a	CIP PROJECT NAME: n/a	
STREET DISTRICT NAME (S): n/a	STREET DISTRICT NUMBER (S): n/a	
ACCOUNTING DISTRIBUTION CODE: n/a	ACCOUNT NUMBER: n/a	

RECOMMENDATION:

Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, June 1, 2024 to October 5, 2024 (with the exception of the weekend of Arrows to Aerospace 2024, if held) from 6:00 a.m. to 1:00 p.m. and to waive the fees.

ATTACHMENTS:

1. Application for Farmers Market	2. Comments from Police, Parks, & Streets	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Linnea Borkhoff

[Signature]

[Signature]



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

APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET ON CITY-OWNED PROPERTY

The undersigned hereby makes application to privately conduct or operate a Farmers Market on City-owned property, and hereby submits the following facts in support thereof:

Date of Application: 04/16/2024
Applicant Name: Sarah Milligan Phone: 707-365-7197 Email: bellevuefarmersmarket@yahoo.com
Address: 2217 Franklin Street City: Bellevue State: NE Zip: 68005
Dates of Proposed Activity: June 1, 2024 to October 5, 2024
Location of Proposed Activity: Washington Park Hours of Operation: 6:00 a.m. to 1:00 p.m.

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

- 1. Sanitary Facilities: Restrooms in park for vendors and residents per state department
2. Running Water: Use of water pump in park
3. Power: Use of electrical outlets around park and gazebo
4. Parking: Around park and residential street area

Any other request per applicant: Waiver of fees

Police Department Request:

Parks Department Request:

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

Signature of Applicant: [Signature] Date: 04/16/2024

FOR CITY OFFICE USE ONLY:

City Council Meeting on: 5/7/2024



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: April 19, 2024

SUBJECT: Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, June 1, 2024 to October 5, 2024 (with the exception of the weekend of Arrows to Aerospace 2024, if held) from 6:00 a.m. to 1:00 p.m. and waive the fees.

Please make comments on the above request and return to Susan Kluthe, by April 26, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Karen Chandler

Signature or Fill in Your Name

4/22/2024

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: April 19, 2024

SUBJECT: Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, June 1, 2024 to October 5, 2024 (with the exception of the weekend of Arrows to Aerospace 2024, if held) from 6:00 a.m. to 1:00 p.m. and waive the fees.

Please make comments on the above request and return to Susan Kluthe, by April 26, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No comments or concerns from Police.

Cpt K. Stroehler

Signature or Fill in Your Name

4-29-24

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: April 19, 2024

SUBJECT: Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, June 1, 2024 to October 5, 2024 (with the exception of the weekend of Arrows to Aerospace 2024, if held) from 6:00 a.m. to 1:00 p.m. and waive the fees.

Please make comments on the above request and return to Susan Kluthe, by April 26, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

See email

Signature or Fill in Your Name

Date

Shirley Harbin

From: Bobby Riggs
Sent: Friday, April 19, 2024 4:05 PM
To: Shirley Harbin
Cc: Susan Kluthe
Subject: RE: Farmers Market Review Form

No comments, concerns

- Bobby Riggs

----- Original message -----

From: Shirley Harbin <Shirley.Harbin@bellevue.net>
Date: 4/19/24 4:02 PM (GMT-06:00)
To: Bobby Riggs <Bobby.Riggs@bellevue.net>
Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Farmers Market Review Form

Bobby,
Please review for the Farmers Market and return by April 26th.
Thanks

Kind Regards,

Shirley R. Harbin
Deputy City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Wk: (402) 293-3165
Fax: (402) 293-3068

Notice of Public Hearing
Privately-Operated Farmers Market

Pursuant to Bellevue City Code, on Tuesday, May 7, 2024, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/01/2023 to 10/5/2024, except for the weekend of Arrows to Aerospace 2024, if held, from 6:00 AM to 1:00 PM.

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

Susan Kluthe
City Clerk

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

COUNCIL MEETING DATE: 05/07/2024		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Cars For A Cause - Omaha Masonic Lodge #288 - Benefit car show benefiting the Nebraska Humane Society

SYNOPSIS/BACKGROUND:

The Omaha Masonic Lodge #288 would like to host "Cars For A Cause" a benefit car show benefiting the Nebraska Humane Society on Saturday, June 29, 2024 from 7:00 a.m. - 3:00 p.m. at 2206 Longo Drive, Bellevue.

FISCAL IMPACT: \$50	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:

Recommendation to approve event application for Omaha Masonic Lodge #288 for the Cars For A Cause Event to benefit the Nebraska Humane Society on Saturday, June 29, 2024 at 2206 Longo Drive.

ATTACHMENTS:

1. Application for Event	2. Certificate of Insurance	3. Staff Review Forms
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Aimee Bepko

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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Omaha Masonic Lodge #288 Date: 4/2/24

Contact Person Information for Organization:

Name: AJ Madsen Phone: 4022535192 Email: omahalodge288events@gmail.com

Address: 4905 South 131st Street City: Omaha State: NE Zip: 68137

Event Information:

Event Name: Cars For A Cause - benefit car show benefiting the Nebraska Humane Society

Location of Event/Alternate Location:
2206 Longo Drive Bellevue NE 68005

Dates of Event: June 29th Alternate Dates: _____ Hours of Event: 7a-3p

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

- 1. Sanitary Facilities: 3 Standard portable restrooms 1 ADA compliant portable restroom
- 2. Running Water: none
- 3. Power: 1-2 Generators for event needs none for spectators
- 4. Parking: the use of the lot as well as street parking
- 5. Insurance: See Attached

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

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

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

Signature of Applicant:

RECEIVED
APR 2 2024
CITY CLERK

Police Department Requests:

We would like to extend the offer for the Bellevue police Department to have 1-2 units there for community engagement
same offer would be extended to Sarpy County Sherrifs

Parks Department Requests:

Street Department Requests:

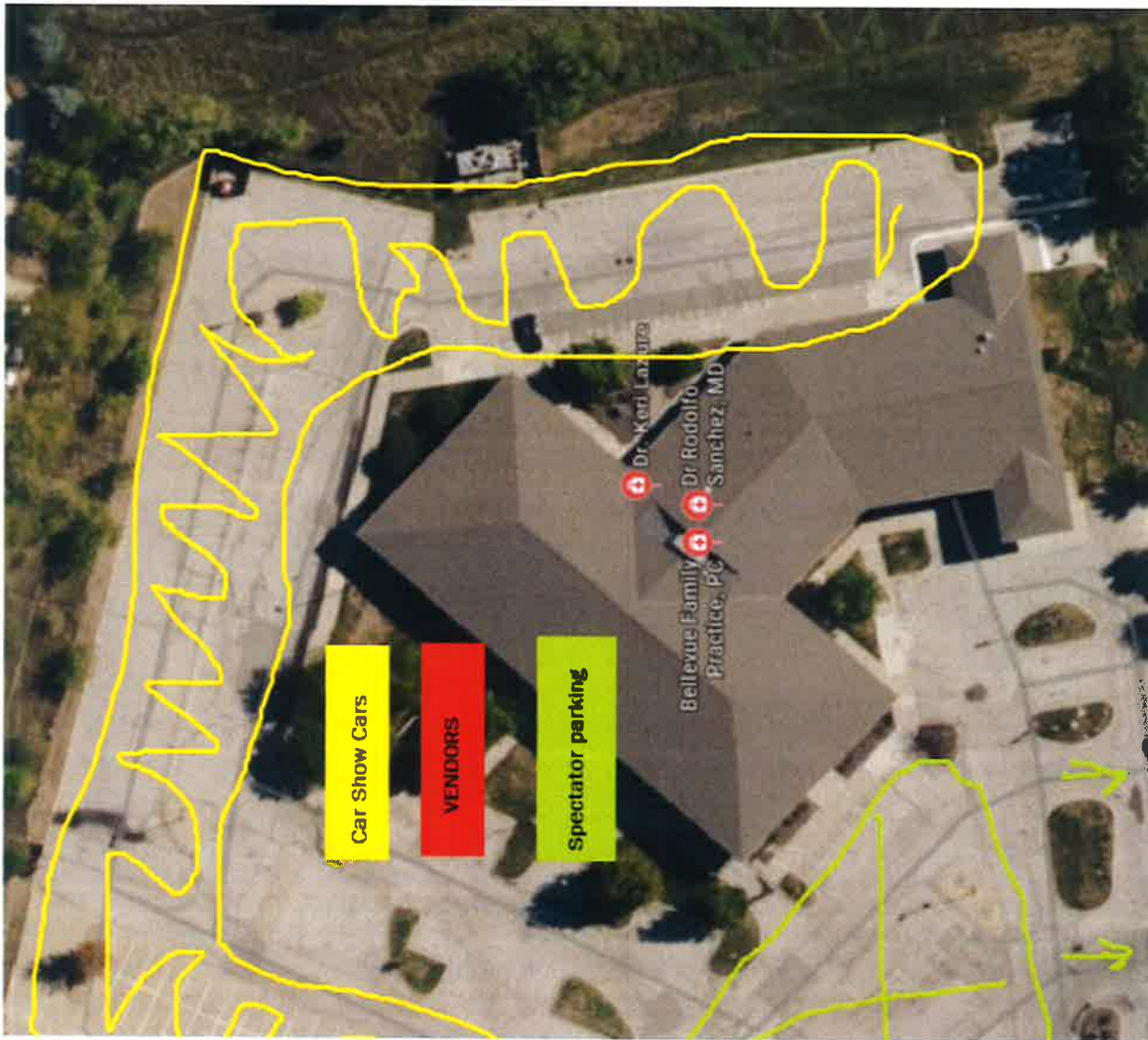
maybe a half dozen cones for directing parking flow? not needed but would be helpful

Special Request:

would also like to extend the invite offer to the Bellevue Fire Department to have a rig or two there for community engagement hand out sitckers or what ever they like

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 5-1-2024
City Council hearing date: 5-17-2024
License Fee of \$50 paid on: 4-12-2024 Receipt #: 94426122



Car Show Cars

VENDORS

Spectator parking

Bellevue Family Practice, PC
Dr. Keri Lazaro
Dr. Rodolfo Sanchez, MD
Dr. Keri Lazaro





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2024

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 Foresite Sports, Inc. DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service PHONE (A/C, No, Ext): 888-882-5902 E-MAIL ADDRESS: info@eventsured.com FAX (A/C, No):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Houston Casualty Company</td> <td>42374</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Houston Casualty Company	42374	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Omaha Masonic lodge#288 AJ Madsen 4905 S 131st Street Omaha, NE 68137																					

COVERAGES

CERTIFICATE NUMBER: TM326503

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 INSR	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			H23SE00155/TM326503	06/29/2024 12:01AM	06/30/2024 2:01AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 0
	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"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y / N N / A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Auto Show (Static/Display Only) to be held on 06/29/2024 - 06/29/2024 with 125 attendees at Bellevue City Municipal 2206 Longo Dr Bellevue, NE 68005. Additional Insureds include: Bellevue City Municipal 2206 Longo Dr Bellevue, NE 68005; Bellevue City Municipal.

CERTIFICATE HOLDER**CANCELLATION**

Bellevue City Municipal 2206 Longo 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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**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: April 15, 2024

SUBJECT: Recommend approval of an event license application for Omaha Masonic Lodge # 288, for Cars for a Cause, a benefit car show for the Nebraska Humane Society, at 2206 Longo Drive, from 7:00 a.m. to 3:00 p.m. on Saturday, June 29, 2024.

Please make comments on the above request and return to Susan Kluthe, by April 22, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Karen Chandler

Signature or Fill in Your Name

4/15/2024

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
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Comments

No Comments

No comments or concerns from Police.

Cpt. K. Stroehrer #171

Signature or Fill in Your Name

4-15-24

Date

Notice of Public Hearing
Cars For A Cause Event

Notice is hereby given, pursuant to the Bellevue City Code, on Tuesday, May 7, 2024, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Omaha Masonic Lodge #388 to host the Cars For A Cause Event to benefit the Nebraska Humane Society from 7:00 a.m. until 3:00 p.m. on Saturday, June 29, 2024.

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

Susan Kluthe
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
5/7/2024

COUNCIL MEETING DATE: 05/07/2024		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval to operate a satellite keno location at the Switchgear Entertainment, LLC dba "The Alley"

SYNOPSIS/BACKGROUND:

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 601 Chateau Drive, a business owned and operated by Switchgear Entertainment, LLC, dba "The Alley" Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site, with a new owner.

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: NO

CIP PROJECT NAME: n/a CIP PROJECT NAME: n/a

STREET DISTRICT NAME (S): n/a STREET DISTRICT NUMBER (S): n/a

ACCOUNTING DISTRIBUTION CODE: n/a ACCOUNT NUMBER: n/a

RECOMMENDATION:

Approval of Resolution No. 2024-07: Requesting approval to operate a satellite keno location at the business operated by Switchgear Entertainment, LLC dba "The Alley" at 601 Chateau Drive, Bellevue, NE and authorize the Mayor to sign

ATTACHMENTS:

1. Resolution No. 2024-07
2. Form 50G Location License App
3. _____
4. _____
5. _____
6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Simeon Pappalardo

[Signature]

[Signature]

RESOLUTION NO. 2024-07

WHEREAS, the City of Bellevue has entered into a Lottery Operator's Agreement with Advanced Gaming Technologies, Inc. ("Advanced"), to operate a keno-type lottery within the City of Bellevue, Nebraska ("the Lottery Operator's Agreement"); and,

WHEREAS, the Lottery Operator's Agreement allows Advanced to receive the Bellevue City Council's approval of satellite and other keno locations to be operated in accordance with the Lottery Operator's Agreement approved by this Council; and,

WHEREAS, Advanced has received an application for permission to operate a satellite location at 601 Chateau Drive, Bellevue, Nebraska, a business operated by Switchgear Entertainment LLC doing business under the name "The Alley."

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that:

Advanced Gaming Technologies, Inc., is hereby granted approval to operate a satellite keno location at the business operated by Switchgear Entertainment, LLC, doing business under the name "The Alley" at 601 Chateau Drive, Bellevue, Nebraska.

PASSED AND APPROVED this 7th day of May, 2024.

APPROVED AS TO FORM:

City Attorney

Mayor

ATTEST:

City Clerk

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village
323357

2 County, City, or Village Name on Form 50G
BELLEVE

Please Do Not Write In This Space

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number: **1514 0202**

4 Federal ID or Social Security Number: **88-3643470**

5 Type of Application: New Renewal Report Changes Cancel

Business Name and Location Address

Business Name and Mailing Address

Name: **SWITCHGEAR ENTERTAINMENT, LLC**

Trade Name of Business (If Different Than Above): **THE ALLEY**

Street Address: **601 CHATEAU DR**

City: **BELLEVE** State: **NE** Zip Code: **68005** County: **SARPY**

Business Name: _____

Street or Other Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Nebraska Liquor License Number: _____

6 Type of Ownership: Sole Proprietorship Domestic Corporation Limited Liability Company Nonprofit Corporation or Organization Partnership Foreign Corporation Domesticated Corporation Other _____

7 Location Type: Keno Satellite Keno Independent Game

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

- 8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.
- If a sole proprietorship, list the individual owner.
 - If a partnership, list each partner and spouse.
 - If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
 - If a limited liability company, list each member and spouse.
 - If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
- (Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
506-17-2260	STOVE KUCIRER 5211 HARTLAND DR PAPERILLON, NE 68133	2/9/86	65%

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

Yes No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

Yes No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

Yes No If Yes, see instructions.

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?

Yes No If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

Yes No If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?

Yes No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here _____ Title **OWNER/OPERATOR** Date **4/17/24** Daytime Phone Number **757-771-7760**

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Name of Person to Contact Regarding This Application: Name **STOVE KUCIRER** Title **OWNER/OPERATOR** Daytime Phone Number **757-771-7760**

Authorization—Signature of Governing Official
Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here _____ Title _____ Date _____ Daytime Phone Number _____

Authorized Signature

Retain a copy for your records.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
5/7/2024

COUNCIL MEETING DATE: 05/07/2024		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Annual "Ride of Silence" - Bellevue Bicycle Club

SYNOPSIS/BACKGROUND:

The Bellevue Bicycle Club will be doing their annual "Ride of Silence" on Wednesday, May 15, 2024, from approximately 6:30 p.m. to 9:00 p.m., beginning at West Papio Trailhead on Raynor Parkway, then to proceed east to 36th Street, south to Twin Creek Drive, west on Twin Creek Drive to 42nd Street, south to Highway 370, east to Fort Crook Road, then northbound to Chandler Road. At Chandler Road the riders will U-turn and ride south on Fort Crook Road back to Highway 370, west to 36th Street, then back north to the West Papio Trailhead. Because of the usage of the State Highway, a Resolution is needed to show the City's NDOT compliance.

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:

Recommendation to approve Resolution #2024-08; authorize the Mayor to sign and waive the \$50 event fee.

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="Application for Event"/> | 2. <input type="text" value="Certificate of Insurance"/> | 3. <input type="text" value="letter from Mr. Michael McGee"/> |
| 4. <input type="text" value="Resolution #2024-08"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Proffitt

[Signature]

[Signature]



APPLICATION FOR EVENT LICENSE

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

Organization Name: Bellevue Bicycle Club Date: 2-8-2024

Contact Person Information for Organization:

Name: Mick Occhiuto Phone: 402-301-5321 Email: mutualmick@aol.com

Address: 702 Fort Crook Road South City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: 2024 Ride of Silence

Location of Event/Alternate Location:

Twin Creek Trailhead, 3601 Raynor Pkwy, Bellevue, NE 68133

Dates of Event: Wednesday, May 15, 2024 Alternate Dates: N/A Hours of Event: 6:30pm - 9:00pm

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

- 1. Sanitary Facilities: No
2. Running Water: No
3. Power: No
4. Parking: On-site parking will be sufficient
5. Insurance: See certificate of insurance

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

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

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

Signature of Applicant: 3e979c1e-b998-487c-b04d-bdb890260870 Digitally signed by 3e979c1e-b998-487c-b04d-bdb890260870 Date: 2024.02.09 09:02:48 -06'00'

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 5-1 2024.

City Council hearing date: 5-7-24

License Fee of \$50 paid on: waived Receipt #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2024

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 have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
INSURED League of American Wheelmen dba League of American Bicyclists 1612 K Street NW, Suite 1102 Washington DC 20006		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : Arch Insurance Company			11150
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 1002207341 **REVISION NUMBER:**

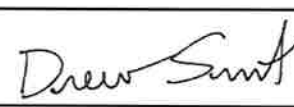
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N		SBCGL0054507	02/01/2024	02/01/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: OTHER						MED EXP (Any one person)	\$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY	\$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						GENERAL AGGREGATE	\$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PRODUCTS - COMP/OP AGG	\$ 5,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Coverage applies to BELLEVUE BICYCLE CLUB, 3027 SOUTH 49TH AVE, OMAHA, NE 68106-3953.

- Notable Exclusions: Racing. Time trials involving racing between individuals (a covered time trial is an individual timing activity). Commercially-operated tours. Commercial bicycle repair shops. Bicycle rental programs. Construction or engineering of bicycle trails or paths. Organizing or supervising a program that involves the regular transportation of minors to and from school. Activities involving mopeds or any other vehicle with manual power source;

CERTIFICATE HOLDER BELLEVUE BICYCLE CLUB 3027 SOUTH 49TH AVE OMAHA NE 68106-3953	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED League of American Wheelmen dba League of American Bicyclists 1612 K Street NW, Suite 1102	
POLICY NUMBER SBCGL0054507		Washington, DC 20006	
CARRIER Arch Insurance Company	NAIC CODE 11150	EFFECTIVE DATE: 02/01/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002207341

- Exclusions (cont'd)-however this exclusion does not apply to activities involving low speed electric bicycles as defined by the Consumer Products Safety Commission. Bike Share Programs, Year-round Bike Depot operations, Pedi-Cabs, Tours/events greater than five days, Events that are sanctioned or approved by USA Randonneurs
- Coverage is not provided for special events unless those events are first scheduled and approved by the insurer and appropriate premium is paid. Special events are any ride for which a participation fee is charged (certain exceptions may apply). Club insurance must be in place before special event coverage can be purchased.
- Coverage applies to bicycle-related activities conducted and supervised by the insured organization. Coverage does not apply to bicycle education courses (as defined in the policy) or bicycle refurbishment unless otherwise indicated herein. Coverage applies to BELLEVUE BICYCLE CLUB from February 01, 2024 through January 31, 2025.
- Coverage available under Policy #SR2014DC-P-050467 is on file with the policyholder. Accident Medical Coverage, \$10,000 per person per accident excess of a \$500 per claim deductible and excess of any other valid and collectible insurance. Accidental Death & Dismemberment, \$5,000 per person per accident.



City Administrator
Jim Ristow
1500 Wall Street
Bellevue, NE 68005

February 8, 2024

Mick Occhiuto
Vice President

Bellevue Bicycle Club
702 Fort Crook Road
Bellevue, NE 68005

Request for Resolution for Use of Highway 370 for an Event

Dear Mr. Ristow,

The Bellevue Bicycle Club requests the City Council Approval for use of Highway 370 under Nebraska State Statute 39-1359.

The "Ride of Silence" is a worldwide memorial ride to honor those injured or killed in traffic accidents while cycling on the public roadways. The event will take place on Wednesday, May 15th, 2024 (the third Wednesday of May) beginning at 7:00 pm.

The ride route will begin from the West Papio Trailhead on Raynor Parkway. From there, the ride will proceed east to 36th street, south to Twin Creek Drive, west on Twin Creek Drive to 42nd Street, south to Highway 370, east to Fort Crook Road then northbound to Chandler Road. At Chandler Road, the riders will U-turn and ride south on Fort Crook Road back to Highway 370, west to 36th street, then north to the trailhead. This ride has traditionally taken place while the Bellevue Police Department is hosting the local area law enforcement motorcycle officers' training course. The police motorcycles will escort the bicycle rides while on the public roadway.

The Bellevue Bicycle Club is appreciative of your assistance with this event.

Respectfully,

Mick Occhiuto, VP BBC
402-301-5321
mutualmick@aol.com

RESOLUTION NO. 2024-08

WHEREAS, the Bellevue Bicycle Club will hold the annual “Ride of Silence” (“special event”) in the City on May 15, 2024, and,

WHEREAS, a portion of Nebraska Highway 370 (“highway property”) located within the corporate limits of the City of Bellevue (“City”) will be used for bicycle riders beginning at West Papio Trailhead on Raynor Parkway, then to proceed east to 36th Street, south to Twin Creek Drive, west on Twin Creek Drive to 42nd Street, south to Highway 370, east to Fort Crook Road, then northbound to Chandler Road. At Chandler Road the riders will U-turn and ride south on Fort Crook Road back to Highway 370, west to 36th Street, then back north to the West Papio Trailhead, on Wednesday, May 15, 2024, from approximately 6:30 p.m. until 9:00 p.m., in conjunction with the special event; and,

WHEREAS, the need for barricades, signage and/or other traffic control devices is not anticipated and damage to, or modification of, road surfaces is not expected; and,

WHEREAS, the procession of bicycle riders will be escorted by local law enforcement; and,

WHEREAS, Nebraska state law allows the use of the state highway system by the City, including full and partial lane closures, for special events as designated by the City, provided the following conditions are met:

- a) The roadway is located within the official corporate limits or zoning jurisdiction of the City;
- b) The City shall have the legal duty to protect the highway property from any damage that may occur arising out of the special event and the state shall not have any such duty during the time the City is in control of the highway property designated for the event;
- c) Any existing statutory or common law duty of the state to protect the public from damage, injury, or death shall become the duty of the City, and the state shall not have such statutory or common law duty during the time the City is in control of the property designated for the special event.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that:

The City of Bellevue hereby designates the annual “Ride of Silence” as a special event under LB589/Neb. Rev. Stat. § 39-1359, and hereby notifies the State of Nebraska that it acknowledges and accepts the duties imposed by such law and if a claim is made against the state, shall indemnify, defend, and hold harmless the state from all claims, demands, actions, damages, and liability, including reasonable attorney’s fees, that may arise as a result of full and partial lane closures of the highway property in conjunction with the annual “Ride of Silence.”

PASSED AND APPROVED this 7th day of May, 2024.

ATTEST:

Rusty Hike, Mayor

Approved as to Form:

Susan Kluthe, City Clerk

City Attorney

Notice of Public Hearing
Ride of Silence Event Application

The City of Bellevue will hold a public hearing on Tuesday, May 7, 2024, at 6:00 p.m., for the annual Ride of Silence on Wednesday, May 15, 2024 beginning at 7:00 p.m. to approximately 8:30 p.m., along a route specified within their application.

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

Susan Kluthe
City Clerk



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Doug Clark

FROM: Susan Kluthe

DATE: April 22, 2024

SUBJECT: Approve request of application for the Bellevue Bicycle Club to host the "Ride of Silence." The event will take place Wednesday, May 15, 2024 from 6:30 p.m. to approximately 9:00 p.m. The route is in the Event Application and the Resolution. Please review and provide comment.

Please make comments on the above request and return to Susan Kluthe, by **Tuesday, April 30, 2024**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Karen Chandler

4/23/2024

Signature or Fill in Your Name

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5.7.24		SUBMITTED BY: Dave Goedeken - Epiphany Ramos	
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:

Approve the Resolution which approves the Sarpy County and Cities Wastewater Agency Resolution 2024-012.

SYNOPSIS/BACKGROUND:

The Sarpy County and Cities Wastewater Agency approved Resolution 2024-012 regarding policies and procedures implementing the Growth Management Plan (GMP) for the Sarpy County and Cities Wastewater Agency. The City Council for Bellevue needs to approve the same by Resolution.

FISCAL IMPACT: 0 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

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 and authorize the Mayor to sign the Resolution.

ATTACHMENTS:

1. Resolution & Attachments	2. Exhibit A	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Jimmy Boyfillon
[Signature]
[Signature]

RESOLUTION NO. 2024-09

RESOLUTION ADOPTING AND APPROVING THE REVISED SEWER USER RATES AND CONNECTION FEES SCHEDULE FOR THE UNIFIED SARPY COUNTY AND CITIES WASTEWATER AGENCY

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, *et seq.* (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, Bellevue is a member of the Agency;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Section V(A)(3) of the Formation Interlocal, the Agency has the power and authority to “[e]stablish just and equitable rates, fees, or charges for the use of or connection to the Unified SSWS, any property or equipment associated therewith, or any services provided in connection with [the Unified SSWS]”;

WHEREAS, pursuant to Agency Resolution No. 2019-013 and in accordance with the Formation Interlocal, the Agency approved and established user rates and connection fees for land development within the Agency’s Jurisdiction (the “2019 Rate and Fee Schedule”); The 2019 Rate and Fee Schedule was approved by the governing body of Bellevue;

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency Board revoked and replaced the 2019 Rate and Fee Schedule with a revised sewer user rates and connection fees schedule (the “2020 Rate and Fee Schedule”), and also established related policies and procedures with respect to the calculation, payment and collection of the user rates and connection fees set forth in the 2020 Rate and Fee Schedule (the “2020 Rate and Fee Policies”); The 2020 Rate and Fee Policies were approved by the governing body of Bellevue;

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency Board reserved the right to amend, revise, supplement and revoke at any time the 2020 Rate and Fee Schedule;

WHEREAS, pursuant to Section 1 of the 2020 Rate and Fees Policies, the Agency is required to conduct a cost-of-service study to determine whether this 2020 Rate and Fee Schedule is sufficient to support the Agency’s financial obligations and, if necessary, to modify the same accordingly;

WHEREAS, pursuant to Agency Resolution No. 2023-005, the Agency Board retained Carollo Engineers, Inc. (“Carollo”) to conduct a cost-of-service study and to recommend potential changes to the Agency’s 2020 Rate and Fee Schedule;

WHEREAS, Carollo completed its cost-of-service study and reported to the Agency Board its findings and recommendations with respect to the Agency’s connection fee and user rates structure;

WHEREAS, Carollo recommended to the Agency Board that the connection fees set forth in the 2020 Rate and Fee Schedule be modified and supplemented so the Agency can satisfy its long-term development plans, operations, maintenance, and debt service obligations. Specifically, Carollo recommended the connection fees increase by 25% for Agency FY2024-2025, and by 5% each year thereafter; Carollo did not recommend any changes to the annual increases for the wholesale user rates, which will continue to increase by 5% per year;

WHEREAS, in addition to Carollo’s wholesale user rate recommendation, Agency staff also recommended that the Agency Board adopt a separate “Service Agreement” user rate applicable to wastewater flows from users connected to existing Member sewer systems within and subject to the Agency’s Jurisdiction and subject to a service agreement between the Agency and each such Member;

WHEREAS, the Agency Board has reviewed the revised rate schedule attached hereto as **Exhibit A** setting forth the updated user rates and connection fees which will be applicable to the land subject to the Agency’s Jurisdiction (hereinafter the “SCCWWA Rate and Fee Schedule”);

WHEREAS, the Agency Board deems it appropriate and advisable to approve the attached SCCWWA Rate and Fee Schedule, and finds that the fees and charges set forth therein are reasonable, fair, just and equitable and the revenue generated from such charges and fees will be used for maintenance and operation of the Unified SSWS, for payment of Agency bonds and debt service, and toward reserve funds for future sewer maintenance or construction of the Unified SSWS; and

WHEREAS, the Agency has submitted to the City Council of the City of Bellevue the attached SCCWWA Rate and Fee Schedule to their respective governing bodies and planning and zoning boards (or related bodies) for review, approval and incorporation into their respective comprehensive development and land use plans or similar instruments so that development occurring within each Member’s zoning jurisdiction and the Agency’s Jurisdiction shall be subject to the SCCWWA Rate and Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD, that the attached
SCCWWA Rate and Fee Schedule is hereby approved and established over the Agency’s Jurisdiction, and, from and after the date hereof, the Agency shall charge and assess the applicable user rates and connection fees for the applicable services within the Agency’s Jurisdiction in the amounts set forth on the attached SCCWWA Rate and Fee Schedule regardless of whether the Unified SSWS is completed, operational, or servicing the city of Bellevue’s jurisdiction;

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bellevue THAT the City of Bellevue, agrees to submit the attached SCCWWA Rate and Fee Schedule to their respective governing bodies and planning and zoning boards (or related bodies) for review, approval and incorporation into their respective comprehensive development and land use plans or similar instruments so that the development occurring within the City of Bellevue's zoning jurisdiction and the Agency's Jurisdiction shall be subject to the attached SCCWWA Rate and Fee Schedule; the effective date of the attached SCCWWA Rate and Fee Schedule and SCCWWA Rate and Fee Policies shall be the date that all governing bodies of the Members approve the SCCWWA Rate and Fee Schedule and SCCWWA Rate and Fees Policies;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE City Council of the City of Bellevue THAT the City of Bellevue's adoption of the attached SCCWWA Rate Fee Schedule does not in any manner restrict, limit, or control either Gretna's, Springfield's, Sarpy County's or Papillion's sole authority to own, operate, maintain, design, construct, extend, and collect revenue from their Existing Sewer Systems located within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, and Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield (as the same may be amended from time to time) and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019 and the sewer systems therein that are not connected to the Unified SSWS (as defined in the Formation Interlocal);

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE City Council of the City of Bellevue THAT the City of Bellevue, the 2020 Rate and Fee Schedule is hereby revoked and replaced in its entirety with the SCCWWA Rate and Fee Schedule attached hereto, but the 2020 Rate and Fee Policies shall remain in full force and effect, it being in the intent of the Agency Board that the 2020 Rate and Fee Policies shall apply to the calculation, payment and collection of user rates and connection fees established by the attached SCCWWA Rate and Fee Schedule and to any other rates, fees and charges established by the Agency in the future;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE City Council of the City of Bellevue THAT the City of Bellevue, that prior to the end of FY 2025-2026, the Agency staff shall review and update the current Carollo rate study to determine whether the attached SCCWWA Rate and Fee Schedule continues to support the Agency's current and projected operation and maintenance costs and Agency financial obligations and, if necessary, whether to amend, revise, supplement and/or revoke all or portions of such schedule; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE City Council of the City of Bellevue THAT the City of Bellevue, that the SCCWWA Rate and Fee Schedule may be amended, revised, supplemented and revoked at any time in the Agency Board's sole and absolute discretion.

The above Resolutions were approved by a vote of the City Council of Bellevue at a public meeting duly held in accordance with applicable law on the 7th day of May, 2024.

Rusty Hike, Mayor

ATTEST:

Approved as to Form:

Susan Kluthe, City Clerk

City Attorney

Exhibit 1

Revised User Rate Resolution (2024-012)

**RESOLUTION ADOPTING A REVISED SEWER USER RATES AND CONNECTION
FEES SCHEDULE FOR THE UNIFIED SSWS**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Section V(A)(3) of the Formation Interlocal, the Agency has the power and authority to “[e]stablish just and equitable rates, fees, or charges for the use of or connection to the Unified SSWS, any property or equipment associated therewith, or any services provided in connection with [the Unified SSWS]”;

WHEREAS, pursuant to Agency Resolution No. 2019-013 and in accordance with the Formation Interlocal, the Agency approved and established user rates and connection fees for land development within the Agency’s Jurisdiction (the “2019 Rate and Fee Schedule”);

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency Board revoked and replaced the 2019 Rate and Fee Schedule with a revised sewer user rates and connection fees schedule (the “2020 Rate and Fee Schedule”), and also established related policies and procedures with respect to the calculation, payment and collection of the user rates and connection fees set forth in the 2020 Rate and Fee Schedule (the “2020 Rate and Fee Policies”);

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency Board reserved the right to amend, revise, supplement and revoke at any time the 2020 Rate and Fee Schedule;

WHEREAS, pursuant to Section 1 of the 2020 Rate and Fees Policies, the Agency is required to conduct a cost-of-service study to determine whether this 2020 Rate and Fee Schedule is sufficient to support the Agency’s financial obligations and, if necessary, to modify the same accordingly;

WHEREAS, pursuant to Agency Resolution No. 2023-005, the Agency Board retained Carollo Engineers, Inc. (“Carollo”) to conduct a cost-of-service study and to recommend potential changes to the Agency’s 2020 Rate and Fee Schedule;

WHEREAS, Carollo completed its cost-of-service study and reported to the Agency Board its findings and recommendations with respect to the Agency’s connection fee and user rates structure;

WHEREAS, Carollo recommended to the Agency Board that the connection fees set forth in the 2020 Rate and Fee Schedule be modified and supplemented so the Agency can satisfy its long-term development plans, operations, maintenance, and debt service obligations. Specifically, Carollo recommended the connection fees increase by 25% for Agency FY2024-2025, and by 5% each year thereafter; Carollo did not recommend any changes to the annual increases for the wholesale user rates, which will continue to increase by 5% per year;

WHEREAS, in addition to Carollo's wholesale user rate recommendation, Agency staff also recommended that the Agency Board adopt a separate "Service Agreement" user rate applicable to wastewater flows from users connected to existing Member sewer systems within and subject to the Agency's Jurisdiction and subject to a service agreement between the Agency and each such Member;

WHEREAS, the Agency Board has reviewed the revised rate schedule attached hereto as **Exhibit A** setting forth the updated user rates and connection fees which will be applicable to the land subject to the Agency's Jurisdiction (hereinafter the "SCCWWA Rate and Fee Schedule");

WHEREAS, the Agency Board deems it appropriate and advisable to approve the attached SCCWWA Rate and Fee Schedule, and finds that the fees and charges set forth therein are reasonable, fair, just and equitable and the revenue generated from such charges and fees will be used for maintenance and operation of the Unified SSWS, for payment of Agency bonds and debt service, and toward reserve funds for future sewer maintenance or construction of the Unified SSWS; and

WHEREAS, the Members shall submit the attached SCCWWA Rate and Fee Schedule to their respective governing bodies and planning and zoning boards (or related bodies) for review, approval and incorporation into their respective comprehensive development and land use plans or similar instruments so that development occurring within each Member's zoning jurisdiction and the Agency's Jurisdiction shall be subject to the SCCWWA Rate and Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD, that the attached SCCWWA Rate and Fee Schedule is hereby approved and established over the Agency's Jurisdiction, and, from and after the date hereof, the Agency shall charge and assess the applicable user rates and connection fees for the applicable services within the Agency's Jurisdiction in the amounts set forth on the attached SCCWWA Rate and Fee Schedule regardless of whether the Unified SSWS is completed, operational, or servicing each Member's jurisdiction;

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD, that the Members agree to submit the attached SCCWWA Rate and Fee Schedule to their respective governing bodies and planning and zoning boards (or related bodies) for review, approval and incorporation into their respective comprehensive development and land use plans or similar instruments so that the development occurring within each Member's zoning jurisdiction and the Agency's Jurisdiction shall be subject to the attached SCCWWA Rate and Fee Schedule; the effective date of the attached SCCWWA Rate and Fee Schedule and SCCWWA Rate and Fee Policies shall be the date that all governing bodies of the Members approve the SCCWWA Rate and Fee Schedule and SCCWWA Rate and Fees Policies;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Agency’s adoption of the attached SCCWWA Rate Fee Schedule does not in any manner restrict, limit, or control either Gretna’s, Springfield’s, Sarpy County’s or Papillion’s sole authority to own, operate, maintain, design, construct, extend, and collect revenue from their Existing Sewer Systems located within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, and Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield (as the same may be amended from time to time) and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019 and the sewer systems therein that are not connected to the Unified SSWS (as defined in the Formation Interlocal);

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that the 2020 Rate and Fee Schedule is hereby revoked and replaced in its entirety with the SCCWWA Rate and Fee Schedule attached hereto, but the 2020 Rate and Fee Policies shall remain in full force and effect, it being in the intent of the Agency Board that the 2020 Rate and Fee Policies shall apply to the calculation, payment and collection of user rates and connection fees established by the attached SCCWWA Rate and Fee Schedule and to any other rates, fees and charges established by the Agency in the future;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that prior to the end of FY 2025-2026, the Agency staff shall review and update the current Carollo rate study to determine whether the attached SCCWWA Rate and Fee Schedule continues to support the Agency’s current and projected operation and maintenance costs and Agency financial obligations and, if necessary, whether to amend, revise, supplement and/or revoke all or portions of such schedule; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that the SCCWWA Rate and Fee Schedule may be amended, revised, supplemented and revoked at any time in the Agency Board’s sole and absolute discretion.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 24th day of April, 2024.

ATTEST:

Lisa A. Hain
Sarpy County and Cities
Wastewater Agency Secretary



David R. Kelly
Sarpy County and Cities Wastewater
Agency Board Chair

Note: the effective date of the attached SCCWWA Rate and Fee Schedule shall be the date that all governing bodies of the Members approve the same.

SCCWWA Rate and Fee Schedule Adopted by Agency Board:	[4/24], 2024
SCCWWA Rate and Fee Schedule Adopted by Sarpy County Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by Bellevue Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by Gretna Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by La Vista Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by Papillion Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by Springfield Governing Body:	[], 2024

EXHIBIT A

Effective: August 26, 2020

Adopted by Sarpy County and Cities Wastewater Agency on August 26, 2020, pursuant to Resolution No. 2020-014

Amended on April 24, 2024, pursuant to Resolution No. 2024-012

SCCWWA Rate and Fee Schedule

USER RATES¹ (per 1,000 gallons)

Wholesale User Rates. The below Wholesale User Rates shall apply to wastewater flows from (a) Member sewer systems connected to the Unified SSWS under a connection and wastewater service agreement between the Agency and such Member(s); and (b) users connected to the Unified SSWS under a wastewater service or connection agreement between the Agency and such user(s). Wholesale User Rates shall be computed based on actual wastewater flows measured by flow meters at connection points to the Unified SSWS or as otherwise set forth in such wastewater service or connection agreement between the Agency and the Member (or other user, as applicable).

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Residential	\$10.21	\$10.81	\$11.36	\$11.95	\$12.58
Commercial/Civic/Multifamily	\$10.21				
Industrial	\$15.32				

Service Agreement User Rate. The below Service Agreement User Rate shall apply to wastewater flows from users and developments connected to existing Member sewer systems within and subject to the Agency’s Jurisdiction and subject to a service agreement between the Agency and each such Member. Unless otherwise set forth in a separate service agreement or connection and wastewater service agreement between the applicable Member and the Agency, the Service Agreement User Rate will be computed based on the water consumption calculated and billed by each Member’s water service provider. The Members’ calculation of water consumption may be based on actual consumption, average consumption, or a combination thereof.

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
All uses	\$6.38	\$6.79	\$7.16	\$7.57	\$8.01

¹ The User Rates reflect a 5% increase over the prior year rate.

CONNECTION FEES²

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Single-family Residential lots located in the Urban Reserve Zone (“URZ”) ³ consisting of three acres or less, and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract/lot	\$5,714 per parcel/tract/lot	\$6,000 per parcel/tract/lot	\$6,300 per parcel/tract/lot	\$6,615 per parcel/tract/lot
Single-family Residential parcel/tract/lots located in the URZ consisting of twenty acres or more, and approved for development through applicable Member large-lot or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract/lot	\$5,714 per parcel/tract/lot	\$6,000 per parcel/tract/lot	\$6,300 per parcel/tract/lot	\$6,615 per parcel/tract/lot
All other uses that do not fall within the residential uses described in the two rows immediately above including, without limitation, all other Residential, Commercial, Industrial, Civic and Multifamily uses	\$22,845 per acre	\$28,556 per acre	\$29,984 per acre	\$31,484 per acre	\$32,059 per acre

* Single-family residential lots located in the URZ consisting of (i) three acres or less and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations, or (ii) twenty acres or more and approved for development through applicable Member large lot or similar type zoning and/or subdivision regulations shall pay a flat connection fee in accordance with the schedule above.

² The Connection Fees for FY 2024-2025 reflect a 25% increase to the Connection Fees for FY2023-2024. The Connection Fees for FY 2025-2026, and for each fiscal year thereafter, reflect a 5% increase over the prior year fee.

³ As defined pursuant to the Agency’s Growth Management Plan initially adopted by the Agency on June 26, 2019, pursuant to Resolution No. 2019-004, as amended from time to time, with the most-recent amendment adopted by the Agency Board on June 28, 2023, pursuant to Resolution No. 2023-019.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
5/7/2024

COUNCIL MEETING DATE: 5/7/2024		SUBMITTED BY: Fire Chief Guido	
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 type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Affiliation agreement with Metro College to allow EMS students to do ride alongs for field internship

SYNOPSIS/BACKGROUND:

Bellevue Fire and Metro have an affiliation agreement in place for this purpose, but the agreement was dated 2010. This agreement is an updated version.

FISCAL IMPACT: 0 BUDGETED FUNDS?: N/A GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: see synopsis above

CONTRACT EFFECTIVE DATE: 4/2/24 CONTRACT TERM: CONTRACT END DATE: 4/2/25

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend the City Council Approve the affiliate agreement between Metro Community College and the city of Bellevue fire department.

ATTACHMENTS:

1. Ride Along Agreement	2. <input type="checkbox"/>	3. <input type="checkbox"/>
4. <input type="checkbox"/>	5. <input type="checkbox"/>	6. <input type="checkbox"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**Affiliation Agreement Between
Metropolitan Community College**

And

Bellevue Fire Department

This Agreement is made and entered into this ____ day of _____, 2024, by and between **Bellevue Fire Department** (“Agency”), and the Metropolitan Community College Area, a body corporate and political subdivision of the State of Nebraska (“College”), for the sole purpose of providing practicum experience for College’s Emergency Medical Technician- Paramedic Intern students.

RECITALS

WHEREAS, Agency desires to provide experience and education for certain students in training to be health professionals (“Students”), and operates a facility wherein it is able to provide a practicum experience to Students enrolled in Health Professions Emergency Medical Technician- Paramedic Intern Programs; and,

WHEREAS, College is engaged in a Practicum Program for Students and desires to obtain practicum experience for its Students at Agency; and,

WHEREAS, Agency is willing to make its facilities and resources available to College in order to improve the education and training of Students enrolled in the Practicum Program.

NOW THEREFORE, in consideration of the mutual promises, conditions, representations and warranties contained herein, the undersigned hereby agree to the following:

AGREEMENT

1. GENERAL OBLIGATIONS OF THE COLLEGE

- a. The College agrees to recommend for placement in the Practicum Program at Agency only those Students who are qualified pursuant to the requirements established by the College, pertinent regulatory agencies, and the Agency.

- b. The College agrees to ensure that Students who are assigned to Agency shall receive a health evaluation prior to participation in the Practicum Program, which evaluation shall include the following:
 - 1) A health assessment by a physician, physician assistant, or registered nurse, including a history of communicable diseases and immunizations, which shall include the following: Varicella (chicken pox), Rubella (German Measles), Measles, Mumps, Hepatitis, Immunodeficiency, skin conditions (including chronic draining or open wounds) and risk factors or treatment for Tuberculosis;
 - 2) Satisfactory results from an initial two step Tuberculin skin test, repeated on an annual basis. If PPD is Contraindicated due to positive history, provide documentation of freedom from active disease;
- c. The College agrees to provide Students with Health Insurance Portability and Accountability Act (HIPAA) training and maintain in-service documentation. All Students and Faculty engaged in the Practicum Program shall sign the Student/Faculty Confidentiality Agreement attached hereto as Exhibit 1, which is hereby incorporated into this Agreement as if fully set forth herein. HIPAA training records and signed Confidentiality Agreements will be provided to Agency upon request.
- d. The College agrees to provide to Agency copies of each Student's health and training records upon request.
- e. The College agrees to provide information to and require Students to comply with the following:
 - 1) Agency's rules, regulations, policies and procedures, including, but without limitation, dress codes and schedules;
 - 2) Obtain prior written consent of Agency for publication of any articles, reports or programs relating the Practicum Program at Agency;
- f. The College agrees to cooperate in the termination from the Practicum Program of any particular Student or supervisory Faculty member who has violated any of the terms of this Agreement or any of Agency's rules, regulations, policies and procedures when such termination is requested by Agency.

2. GENERAL OBLIGATIONS OF AGENCY

- a. Agency agrees to permit Students to access appropriate areas pursuant to the individual Student's participation in the Practicum Program. Agency also agrees to permit Students to use Agency resources, such as its cafeteria, provided, however, that Agency has the right to deny access to any Student or Faculty whenever Agency, in its sole discretion, determines denial of access to be in the interest of Agency and its employees. Students and Faculty participating in the Practicum Program agree to park where they are assigned and to pay any fees associated therewith.
- b. Agency agrees to provide emergency care to Students or Faculty who require such services while they are at Agency's facilities during their participation in the Practicum Program. The Student or Faculty receiving such services shall be responsible to pay the usual and customary charges for such care.
- c. Agency reserves the right to decide upon the appropriate number of Students to be assigned to Agency's facilities. In the event it becomes necessary to cancel a reserved space or change a Student assignment, Agency will notify College promptly. Agency also reserves the right to terminate the access of a Student or Faculty to its facilities if:
 - 1) the person has performed unsatisfactorily;
 - 2) the person's health status would interfere with successful completion of an assignment;
 - 3) a determination is made by Agency, in its sole discretion, that the person's participation is not in the best interest of Agency.

3. SUPERVISION

- a. College agrees to designate a Faculty member of College who will coordinate the training and education of Students in the Practicum Program and coordinate the educational Practicum Program with a liaison designated by Agency.
- b. Agency agrees:
 - 1) To identify a liaison who will work with the academic Practicum Faculty member to:
 - i. Identify the total number of hours the student must complete before he/she begins.
 - ii. Identify the topics and projects requiring completion and discuss with College those topics that cannot be completed at the Practicum site.

2) To provide direct supervision of Students by qualified practitioners.

3) To complete written evaluations on each Student on forms provided by the College.

4. REMUNERATION

This Agreement does not contemplate payment of any fees or remuneration by either Party to the other. Students are not employees, agents or representatives of Agency and are not eligible for compensation or benefits under this Agreement.

5. INDEMNIFICATION

Each Party shall assume all risk of loss, indemnify the other Party against loss, and hold the other Party, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines or judgments, and all expenses incident thereto, including reasonable attorney fees and costs of defense, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of its own representatives, program participants, officers, employees or agents, and assigns, for any losses caused by failure of said Party to comply with terms and conditions of the Agreement, and for any losses caused by other Parties which have entered into agreements with said Party.

6. TERM AND TERMINATION

This Agreement shall be for the term of one year, shall become effective on April 2, 2024, and shall be in force through April 2, 2025. This Agreement may be terminated at any time upon mutual written agreement of the Parties, or by either of the Parties giving ninety (90) days written notice to the other of its intention to terminate the Agreement. Students participating in the Program at the time notice of termination is given will be allowed to complete their participation for the current term or quarter even if completion is not possible within ninety (90) days. Upon expiration, this Agreement may be extended or renewed by written agreement of the Parties.

7. MISCELLANEOUS

- a. Agency and College agree that neither Students nor Faculty shall be denied participation in the Practicum Program, or be subject to discrimination or unequal treatment, on the basis of age, race, color, national origin, sex, sexual orientation, gender identity, transgender status, marital status, pregnancy, disability, current or former military service, protected veteran status, or membership

in any other class that is protected under applicable local, state or federal law or regulation. The Parties further agree to comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Act of 1990, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title II of the Americans With Disability Act of 1990, the Family Educational Rights and Privacy Act of 1974, the Age Discrimination Act of 1975 all amendments to the above, and all other applicable federal, state and local laws and regulations relating to discrimination against individuals in employment, education or enjoyment of public facilities.

- b. Agency and College agree to respect and abide by all federal, state, and local laws.
- c. Both Parties shall maintain and safeguard the privacy, security, and confidentiality of all individually identifiable health information transmitted or received in connection with this Agreement, in accordance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and in accordance with all applicable federal, state and local statutes, regulations and policies regarding the confidentiality of patient health information. Both Parties agree that Students and all Faculty supervising such individuals shall be governed as members of Agency’s workforce for HIPAA purposes only. Students and supervising Faculty shall access, use and disclose protected health information of Agency only as permitted under Agency’s HIPAA Compliance Plan and shall be subject to sanction, including exclusion from Agency’s facilities, upon violation.
- d. This instrument contains the entire Agreement between the Parties regarding the subject matter herein, and shall be binding on all successors and assigns of the respective Parties. Any and all previous agreements, promises or conditions, whether written or unwritten, are null and void. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all Parties.
- e. Neither Party shall use the name of the other Party, or that of any member of its staff, in advertising or other form of publicity without the prior written permission of the Party (and if applicable, the person) whose name is to be used. College may, notwithstanding, list Agency as an institutional site for the Practicum Program at College.
- f. Each Party to this Agreement agrees that the relationship between the Parties hereto is and shall at all times be deemed to be that of independent contractors, and neither shall, at any time for any purpose, be deemed as an employee of the other and neither of the Parties shall in any manner whatsoever, by its actions or deeds, commit the other to any obligations, regardless of the nature thereof. It is further agreed and understood that no agent, servant, student, or employee of either Party shall at any time be deemed to be an agent, servant or employee, partner or joint venturer of the other.

- g. This Agreement is exclusive to the Parties and rights may not be assigned, nor duties delegated, by either Party except on prior written consent by the other Party. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of this Agreement.
- h. This Agreement is solely for the benefit of the College and Agency and is not intended to confer any rights or benefits upon any third parties. No third party shall gain any rights or reasonable expectation in employment, continued employment, education, practicum experience, academic credit, or any pay or benefit(s) from this Agreement.
- i. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the state or federal courts in Omaha, Douglas County, Nebraska.
- j. Any notice given in respect to this Agreement will be deemed to be given upon the earlier of:
 - 1) actual delivery to the intended recipient or its agent by personal delivery, electronic mail, or verifiable facsimile; or
 - 2) upon the third business day from the postmarked date if notice is sent by United States mail, with postage prepaid, certified, or registered mail, return receipt requested.

Any notices will be delivered to the respective individuals/addresses below:

Agency:

Name: Bellevue Fire Department
Address: 1500 Wall Street
City, State, Zip: Bellevue, NE 68123
Contact: EMS Chief Lentsch
email: Shari.Lentsch@bellevue.net

College:

Metropolitan Community College
Attn: Dean Hal Strough
P.O. Box 3777
Omaha, NE 68103-0777

DATED this ____ day of _____, 2024. **IN WITNESS THEREOF**, the Parties have caused this Agreement to be executed by the following duly authorized officials:

**METROPOLITAN COMMUNITY
COLLEGE:**

[AGENCY NAME]:

Kathryn S. Nelson
Signature

Signature

Kathryn T. Nelson
Printed Name

Printed Name

MCC Director Admin Serv
Title

Title

3-18-24
Date

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
5/7/2024

COUNCIL MEETING DATE: 05/07/2024		SUBMITTED BY: Rich Severson, Finance 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:

Approval of Memorandum of Understanding (MOU) with the Civilian Employee Association of Bellevue (CEAB)

SYNOPSIS/BACKGROUND:

Employee turnover and recruitment has proven to be uncharacteristically problematic during the current economy. The objective of this MOU is to address those challenges faced by the City, while showing employees that we value their hard work and dedication. The policy reflected in the attached MOU aims to mitigate compensation factors that contribute to turnover and boost recruitment, helping to ensure a stable workforce and foster a positive work environment. Wages for many positions show that Bellevue entry-level pay is the lowest out of Council Bluffs, Omaha, Papillion, Ankeny, LaVista, Sarpy, Pottawattamie, and Douglas County by an average of \$4.01 per hour. While this does not bring us above our competitors, these adjustments bring us within a competitive range. In addition to not keeping up with competitor wages, the current agreement only provided for a 2% cost-of-living adjustment over the last 3 years, falling far behind inflation. Compounded cost of this increase with the already agreed upon cost of living for next year will be approximately \$300,000.

FISCAL IMPACT: \$125,000 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: MOU between the City and CEAB

CONTRACT EFFECTIVE DATE: 10/01/2021 CONTRACT TERM: 4 years CONTRACT END DATE: 09/30/2025

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 Memorandum of Understanding with the Civilian Employee Association of Bellevue.

ATTACHMENTS:

- | | | |
|--|----------|----------|
| 1. Memorandum of Understanding with CEAB | 2. _____ | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

George P. Miller

[Signature]

MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska (“City”) and the Civilian Employee’s Association of Bellevue (“CEAB”) are parties to a collective bargaining agreement effective October 1, 2021, to September 30, 2025 (“Agreement”).

The City and the CEAB (collectively, the “Parties”) have identified an area of the Agreement that is required to be revised to accurately reflect new compensation that is responsive to the needs of the City in regard to employee recruitment and retention; and therefore the Parties desire to enter into the following Memorandum of Understanding (“MOU”).

1. Unless otherwise agreed upon herein, this MOU is effective for the remaining term of the Agreement.
2. The Parties hereby agree that Appendix A (Pay Scale) shall be replaced by newly agreed upon wages:

Effective April 21, 2024 (May 10, 2024 Paycheck)									
Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	18.49	19.34	20.23	21.15	22.13	23.15	24.22	25.33	26.54
Accounting Clerk II	22.13	22.97	23.85	24.76	25.70	26.68	27.70	28.77	29.87
AEO I Parks	19.16	19.92	20.71	21.54	22.38	23.27	24.18	25.14	26.13
AEO I Streets	20.96	21.60	22.27	22.95	23.65	24.37	25.11	25.86	26.67
AEO II Parks/Streets	22.62	23.47	24.34	25.24	26.18	27.15	28.02	28.92	29.86
AEO III Street	24.73	25.55	26.41	27.30	28.21	29.15	29.98	30.83	31.69
Automotive Mechanic II	24.32	25.08	25.87	26.67	27.49	28.33	29.20	30.10	31.02
Automotive Servicer	17.82	18.46	19.12	19.81	20.51	21.24	22.00	22.78	23.61
Building Inspector	25.94	27.04	28.19	29.40	30.65	31.96	33.32	34.74	36.23
Cemetery Caretaker I	17.71	18.60	19.54	20.53	21.57	22.66	23.81	25.02	26.31
Cemetery Caretaker II	21.50	22.46	23.48	24.54	25.65	26.81	28.02	29.29	30.62
Clerk II	17.91	18.65	19.43	20.23	21.07	21.95	22.86	23.82	24.81
Code Enforcement Inspector	22.29	23.35	24.46	25.63	26.84	28.12	29.46	30.86	32.32
Code Enforcement Tech	21.77	22.73	23.74	24.79	25.88	27.03	28.22	29.47	30.78
Custodial Worker	15.82	16.42	17.04	17.69	18.36	19.06	19.69	20.33	21.00
Diesel Mechanic	24.90	25.66	26.44	27.25	28.08	28.93	29.80	30.70	31.63
Electrical Inspector	27.28	28.37	29.49	30.65	31.87	33.14	34.44	35.80	37.22
Fab Maint Worker/Equip Tech	21.42	22.21	23.02	23.86	24.73	25.64	26.58	27.56	28.58
Fabrication Tech	23.76	24.57	25.40	26.26	27.15	28.08	29.04	30.03	31.05
Landscape Specialist	20.36	21.19	22.04	22.94	23.87	24.83	25.84	26.89	27.97
Librarian I	26.44	27.42	28.44	29.50	30.60	31.75	32.93	34.16	35.42
Library Clerk	13.31	13.78	14.27	14.77	15.28	15.82	16.30	16.79	17.29
Library Specialist	22.20	23.07	23.97	24.90	25.88	26.89	27.94	29.04	30.16
Maintenance Worker I	19.51	20.20	20.91	21.65	22.41	23.19	23.99	24.81	25.63
Maintenance Worker II	22.16	22.92	23.70	24.51	25.35	26.21	26.99	27.77	28.57
Maintenance Worker III	24.22	24.94	25.68	26.45	27.23	28.04	28.73	29.44	30.16
Mini Bus Driver	14.17	14.75	15.36	15.99	16.64	17.32	17.94	18.58	19.25
P&I Tech	21.93	22.90	23.91	24.96	26.06	27.21	28.42	29.67	30.98
Parts Keeper II	24.24	25.06	25.90	26.78	27.69	28.62	29.59	30.59	31.64
Partskeeper I	18.80	19.48	20.18	20.90	21.65	22.42	23.23	24.06	24.93
Plumber Building Maintenance	23.21	23.98	24.78	25.61	26.45	27.33	28.24	29.19	30.16
Plumbing/Mechanical Inspector	26.89	28.01	29.16	30.36	31.62	32.93	34.29	35.70	37.17
Property & Evidence Tech	22.15	23.10	24.08	25.12	26.20	27.32	28.50	29.73	30.99
Public Works Inspector	27.08	28.21	29.40	30.62	31.90	33.24	34.63	36.08	37.58
Records Technician	19.13	19.88	20.66	21.47	22.32	23.20	24.11	25.07	26.06
Safety Inspector	25.95	27.05	28.20	29.40	30.64	31.95	33.31	34.73	36.23
Secretary	19.80	20.64	21.51	22.42	23.36	24.35	25.38	26.46	27.60
Senior Fire Tech	27.31	28.19	29.10	30.05	31.01	32.00	33.02	34.08	35.18
Senior Technician	27.31	28.19	29.10	30.05	31.01	32.00	33.02	34.08	35.18
Traffic Sign Tech	25.15	25.92	26.71	27.53	28.37	29.23	29.98	30.74	31.52
Traffic Sign/Signal Technician	26.50	27.37	28.26	29.19	30.15	31.14	32.01	32.91	33.80
WW Collections Crew Leader	25.84	26.85	27.89	28.97	30.11	31.28	32.50	33.76	35.08
WW Maintenance Crew Leader	26.64	27.79	28.99	30.25	31.56	32.92	34.34	35.82	37.36
WW Maintenance Mechanic	23.49	24.29	25.11	25.97	26.84	27.75	28.69	29.65	30.65
WW Maintenance Repairer	21.73	22.70	23.71	24.76	25.86	27.01	28.20	29.46	30.77
WW Maintenance Technician	22.97	23.83	24.73	25.67	26.64	27.65	28.69	29.77	30.90
WW Maintenance Worker	18.70	19.46	20.24	21.05	21.90	22.78	23.70	24.66	25.67

Effective October 1, 2024 (2.00%)

Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	18.86	19.73	20.63	21.57	22.57	23.61	24.70	25.84	27.07
Accounting Clerk II	22.57	23.43	24.33	25.26	26.21	27.21	28.25	29.35	30.47
AEO I Parks	19.54	20.32	21.12	21.97	22.83	23.74	24.66	25.64	26.65
AEO I Streets	21.38	22.03	22.72	23.41	24.12	24.86	25.61	26.38	27.20
AEO II Parks/Streets	23.07	23.94	24.83	25.74	26.70	27.69	28.58	29.50	30.46
AEO III Street	25.22	26.06	26.94	27.85	28.77	29.73	30.58	31.45	32.32
Automotive Mechanic II	24.81	25.58	26.39	27.20	28.04	28.90	29.78	30.70	31.64
Automotive Servicer	18.18	18.83	19.50	20.21	20.92	21.66	22.44	23.24	24.08
Building Inspector	26.46	27.58	28.75	29.99	31.26	32.60	33.99	35.43	36.95
Cemetery Caretaker I	18.06	18.97	19.93	20.94	22.00	23.11	24.29	25.52	26.84
Cemetery Caretaker II	21.93	22.91	23.95	25.03	26.16	27.35	28.58	29.88	31.23
Clerk II	18.27	19.02	19.82	20.63	21.49	22.39	23.32	24.30	25.31
Code Enforcement Inspector	22.74	23.82	24.95	26.14	27.38	28.68	30.05	31.48	32.97
Code Enforcement Tech	22.21	23.18	24.21	25.29	26.40	27.57	28.78	30.06	31.40
Custodial Worker	16.14	16.75	17.38	18.04	18.73	19.44	20.08	20.74	21.42
Diesel Mechanic	25.40	26.17	26.97	27.80	28.64	29.51	30.40	31.31	32.26
Electrical Inspector	27.83	28.94	30.08	31.26	32.51	33.80	35.13	36.52	37.96
Fab Maint Worker/Equip Tech	21.85	22.65	23.48	24.34	25.22	26.15	27.11	28.11	29.15
Fabrication Tech	24.24	25.06	25.91	26.79	27.69	28.64	29.62	30.63	31.67
Landscape Specialist	20.77	21.61	22.48	23.40	24.35	25.33	26.36	27.43	28.53
Librarian I	26.97	27.97	29.01	30.09	31.21	32.39	33.59	34.84	36.13
Library Clerk	13.58	14.06	14.56	15.07	15.59	16.14	16.63	17.13	17.64
Library Specialist	22.64	23.53	24.45	25.40	26.40	27.43	28.50	29.62	30.76
Maintenance Worker I	19.90	20.60	21.33	22.08	22.86	23.65	24.37	25.10	25.83
Maintenance Worker II	22.60	23.38	24.17	25.00	25.86	26.73	27.53	28.33	29.14
Maintenance Worker III	24.70	25.44	26.19	26.98	27.77	28.60	29.30	30.03	30.76
Mini Bus Driver	14.45	15.05	15.67	16.31	16.97	17.67	18.30	18.95	19.64
P&I Tech	22.37	23.36	24.39	25.46	26.58	27.75	28.99	30.26	31.60
Parts Keeper II	24.72	25.56	26.42	27.32	28.24	29.19	30.18	31.20	32.27
Partskeeper I	19.18	19.87	20.58	21.32	22.08	22.87	23.69	24.54	25.43
Plumber Building Maintenance	23.67	24.46	25.28	26.12	26.98	27.88	28.80	29.77	30.76
Plumbing/Mechanical Inspector	27.43	28.57	29.74	30.97	32.25	33.59	34.98	36.41	37.91
Property & Evidence Tech	22.59	23.56	24.56	25.62	26.72	27.87	29.07	30.32	31.61
Public Works Inspector	27.62	28.77	29.99	31.23	32.54	33.90	35.32	36.80	38.33
Records Technician	19.51	20.28	21.07	21.90	22.77	23.66	24.59	25.57	26.58
Safety Inspector	26.47	27.59	28.76	29.99	31.25	32.59	33.98	35.42	36.95
Secretary	20.20	21.05	21.94	22.87	23.83	24.84	25.89	26.99	28.15
Senior Fire Tech	27.86	28.75	29.68	30.65	31.63	32.64	33.68	34.76	35.88
Senior Technician	27.86	28.75	29.68	30.65	31.63	32.64	33.68	34.76	35.88
Traffic Sign Tech	25.65	26.44	27.24	28.08	28.94	29.81	30.58	31.35	32.15
Traffic Sign/Signal Technician	27.03	27.92	28.83	29.77	30.75	31.76	32.65	33.57	34.48
W/W Collections Crew Leader	26.36	27.39	28.45	29.55	30.71	31.91	33.15	34.44	35.78
W/W Maintenance Crew Leader	27.17	28.35	29.57	30.86	32.19	33.58	35.03	36.54	38.11
W/W Maintenance Mechanic	23.96	24.78	25.61	26.49	27.38	28.31	29.26	30.24	31.26
W/W Maintenance Repairer	22.16	23.15	24.18	25.26	26.38	27.55	28.76	30.05	31.39
W/W Maintenance Technician	23.43	24.31	25.22	26.18	27.17	28.20	29.26	30.37	31.52
W/W Maintenance Worker	19.07	19.85	20.64	21.47	22.34	23.24	24.17	25.15	26.18

City of Bellevue, Nebraska

Civilian Employee's Association of Bellevue

By: _____
Mayor Rusty Hike

By: 
Tom Woodard, President

Approved by the Bellevue City Council on this 7th day of May 2024.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
5/7/2024

COUNCIL MEETING DATE: 05/07/2024		SUBMITTED BY: Rich Severson, Finance 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:

Approval of Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA)

SYNOPSIS/BACKGROUND:

Employee turnover and recruitment has proven to be uncharacteristically problematic during the current economy. The objective of this MOU is to address those challenges faced by the City, while showing employees that we value their hard work and dedication. The wages reflected in the attached MOU aim to mitigate compensation factors that contribute to turnover, helping to ensure a stable workforce and foster a positive work environment. In addition to not keeping up with competitor wages, the current agreement only provided for a 2% cost-of-living adjustment over the last 3 years, falling far behind inflation. In order to maintain parity within wages and remain competitive with surrounding cities, the City and BPMA have agreed to a flat 3% Cost-of-living increase for covered positions effective 04/21/24, for the remainder of this fiscal year. Compounded cost of this increase with the already agreed upon cost of living adjustment for next year will be approximately \$89,000.

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 Memorandum of Understanding with the Bellevue Professional Management Association.

ATTACHMENTS:

1. <input type="text" value="Memorandum of Understanding with BPMA"/>	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:

Simon Borkville

[Signature]

[Signature]

MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska (“City”) and the Bellevue Professional Management Association (“BPMA”) are parties to a collective bargaining agreement effective October 1, 2021, to September 30, 2025 (“Agreement”).

The City, and the BPMA (collectively, the “Parties”) have identified an area of the Agreement that is required to be revised to accurately reflect new compensation that is responsive to the needs of the City in regard to employee recruitment and retention; and therefore, the Parties desire to enter into the following Memorandum of Understanding (“MOU”).

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.
2. The Parties hereby agree that Appendix C (Wage Scale) shall be replaced by newly agreed upon wages:

Effective April 21, 2024 (5/10/2024 Check Date)

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		21.03	21.84	22.69	23.56	24.48	25.43	26.42	27.44	28.52	29.63
Assistant Library Director		31.79	32.96	34.17	35.43	36.72	38.06	39.46	40.90	42.40	43.95
Assistant Planning Manager		32.14	33.38	34.67	36.01	37.39	38.82	40.32	41.88	43.50	45.16
Assistant Recreation Superintendent		28.32	29.34	30.39	31.48	32.61	33.78	34.99	36.24	37.54	38.87
Assistant Street Superintendent		31.17	32.24	33.35	34.49	35.68	36.91	38.18	39.49	40.85	42.23
Business Manager		27.72	28.87	30.06	31.30	32.59	33.93	35.32	36.78	38.29	39.86
Chief Building Official		37.69	39.04	40.43	41.88	43.38	44.93	46.54	48.20	49.93	51.71
Civilian Community Policing/Community Relations Coordinator		23.67	24.68	25.73	26.83	27.98	29.18	30.42	31.72	33.07	34.50
Community Relations/Social Media Manager		27.77	28.77	29.80	30.87	31.97	33.11	34.30	35.53	36.80	38.11
Code Enforcement Supervisor		32.56	33.75	34.98	36.25	37.58	38.95	40.38	41.86	43.39	44.96
Communications and IT Administrator		33.56	34.80	36.09	37.43	38.82	40.26	41.76	43.30	44.91	46.57
Deputy City Clerk		25.07	26.09	27.17	28.28	29.45	30.66	31.92	33.24	34.61	36.05
Fabrication Supervisor		17.55	18.55	19.61	20.72	21.90	23.16	24.48	25.87	27.35	28.92
Facility Maintenance Superintendent		34.98	36.34	37.75	39.22	40.74	42.33	43.97	45.67	47.45	49.29
Fleet Maintenance Foreman		30.29	31.50	32.76	34.07	35.44	36.86	38.33	39.86	41.46	43.12
Fleet Maintenance Superintendent		34.81	36.15	37.53	38.96	40.46	42.02	43.64	45.31	47.04	48.85
Foreman II - Facility Maintenance		27.40	28.48	29.61	30.78	32.00	33.26	34.58	35.95	37.38	38.87
Foreman II - Parks		29.77	30.93	32.13	33.37	34.66	36.00	37.40	38.85	40.35	41.92
Foreman II - Streets		29.84	30.93	32.05	33.22	34.43	35.68	36.98	38.33	39.72	41.17
Foreman II - Wastewater		28.28	29.51	30.80	32.14	33.53	34.99	36.51	38.10	39.75	41.45
Human Services Manager		28.61	29.79	31.01	32.29	33.62	35.00	36.43	37.94	39.49	41.10
Intelligence Analyst		29.20	30.24	31.32	32.44	33.60	34.80	36.04	37.32	38.65	40.05
Librarian II		29.34	30.50	31.70	32.95	34.25	35.60	37.00	38.46	39.97	41.55
Permits and Inspections Office Manager		29.45	30.46	31.49	32.58	33.69	34.85	36.04	37.27	38.55	39.86
Public Works Engineer I		31.73	32.92	34.15	35.43	36.76	38.13	39.55	41.03	42.56	44.14
Purchasing Agent		30.67	31.84	33.05	34.31	35.62	36.98	38.40	39.86	41.39	42.96
Records Unit Supervisor		23.41	24.38	25.38	26.42	27.50	28.62	29.80	31.02	32.30	33.64
Streets Superintendent		36.36	37.87	39.45	41.09	42.80	44.59	46.45	48.38	50.40	52.48
Technical Support Specialist		28.76	29.88	31.04	32.25	33.51	34.81	36.17	37.58	39.05	40.55
Traffic Sign/Signal Supervisor		26.94	27.95	28.99	30.07	31.19	32.36	33.57	34.83	36.12	37.45
Wastewater and Solid Waste Superintendent		40.29	41.74	43.24	44.79	46.41	48.08	49.82	51.61	53.46	55.40

Effective October 1, 2024

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		21.45	22.28	23.14	24.03	24.97	25.94	26.95	27.99	29.09	30.22
Assistant Library Director		32.43	33.62	34.85	36.14	37.45	38.82	40.25	41.72	43.25	44.83
Assistant Planning Manager		32.78	34.05	35.36	36.73	38.14	39.60	41.13	42.72	44.37	46.06
Assistant Recreation Superintendent		28.89	29.93	31.00	32.11	33.26	34.46	35.69	36.96	38.29	39.65
Assistant Street Superintendent		31.79	32.88	34.02	35.18	36.39	37.65	38.94	40.28	41.67	43.07
Business Manager		28.27	29.45	30.66	31.93	33.24	34.61	36.03	37.52	39.06	40.66
Chief Building Official		38.44	39.82	41.24	42.72	44.25	45.83	47.47	49.16	50.93	52.74
Community Relations/Social Media Manager		28.33	29.35	30.40	31.49	32.61	33.77	34.99	36.24	37.54	38.87
Code Enforcement Supervisor		33.21	34.43	35.68	36.98	38.33	39.73	41.19	42.70	44.26	45.86
Communications and IT Administrator		34.23	35.50	36.81	38.18	39.60	41.07	42.60	44.17	45.81	47.50
Deputy City Clerk		25.57	26.61	27.71	28.85	30.04	31.27	32.56	33.90	35.30	36.77
Fabrication Supervisor		17.90	18.92	20.00	21.13	22.34	23.62	24.97	26.39	27.90	29.50
Facility Maintenance Superintendent		35.68	37.07	38.51	40.00	41.55	43.18	44.85	46.58	48.40	50.28
Fleet Maintenance Foreman		30.90	32.13	33.42	34.75	36.15	37.60	39.10	40.66	42.29	43.98
Fleet Maintenance Superintendent		35.51	36.87	38.28	39.74	41.27	42.86	44.51	46.22	47.98	49.83
Foreman II - Facility Maintenance		27.95	29.05	30.20	31.40	32.64	33.93	35.27	36.67	38.13	39.65
Foreman II - Parks		30.37	31.55	32.77	34.04	35.35	36.72	38.15	39.63	41.16	42.75
Foreman II - Streets		30.44	31.55	32.69	33.88	35.12	36.39	37.72	39.10	40.51	41.99
Foreman II - Wastewater		28.85	30.10	31.42	32.78	34.20	35.69	37.24	38.86	40.55	42.28
Human Services Manager		29.18	30.39	31.63	32.94	34.29	35.70	37.16	38.70	40.28	41.92
Intelligence Analyst		29.78	30.84	31.95	33.09	34.27	35.50	36.76	38.07	39.42	40.85
Librarian II		29.93	31.11	32.33	33.61	34.94	36.31	37.74	39.23	40.77	42.38
Permits and Inspections Office Manager		30.04	31.07	32.12	33.23	34.36	35.55	36.76	38.02	39.32	40.66
Public Works Engineer I		32.36	33.58	34.83	36.14	37.50	38.89	40.34	41.85	43.41	45.02
Purchasing Agent		31.28	32.48	33.71	35.00	36.33	37.72	39.17	40.66	42.22	43.82
Records Unit Supervisor		23.88	24.87	25.89	26.95	28.05	29.19	30.40	31.64	32.95	34.31
Streets Superintendent		37.09	38.63	40.24	41.91	43.66	45.48	47.38	49.35	51.41	53.53
Technical Support Specialist		29.34	30.48	31.66	32.90	34.18	35.51	36.89	38.33	39.83	41.36
Traffic Sign/Signal Supervisor		27.48	28.51	29.57	30.67	31.81	33.01	34.24	35.53	36.84	38.20
Wastewater and Solid Waste Superintendent		41.10	42.57	44.10	45.69	47.34	49.04	50.82	52.64	54.53	56.51

City of Bellevue, Nebraska

Bellevue Professional Management Association

By: _____
Mayor Rusty Hike

By:  _____
President

Approved by the Bellevue City Council on this 7th day of May 2024.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 7, 2024		SUBMITTED BY: David Goedeke - 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:

Award of contract for Washington Park and shelter construction-(BPW#240112 BM 24(2))

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for Washington Park and shelter. After review of the bids received, the low, responsive, responsible bidder, Midwest DCM has been recommended for the project.

FISCAL IMPACT: \$329,890.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Washington Park restroom and shelter

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Replace restroom building in Washington Park. BPW#240112

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

CIP PROJECT NAME: Replace restroom building in Washington Park CIP PROJECT NUMBER: CIPBM24(2)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-13-7030

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Midwest DCM, in the amount of \$299,900.00 plus a 10% contingency of \$29,990.00, for a total project cost of \$329,890.00 for the Washington Park restroom and shelter project.

ATTACHMENTS:

- Contract
- Bid Sheet
- Proposal
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Anna Brailor
[Signature]
[Signature]

CITY OF BELLEVUE				Bid Date:	4/24/2024	2:00 PM	
WASHINGTON PARK RESTROOM & SHELTER							
BELLEVUE, NEBRASKA							
BIDDING CONTRACTOR	BASE BID			ADDENDUM	BID BOND	DAYS	TOTAL
Midwest DCM	\$ 299,900.00			1,2	Yes		\$ 299,900
D.R. Anderson Constructors	\$ 317,000.00			1,2	Yes		\$ 317,000
Lueder Construction	\$ 323,715.00			1,2	Yes		\$ 323,715
Rogge General Contractors	\$ 345,000.00			1,2	Yes		\$ 345,000
Lund-Ross Construction	\$ 345,674.00			1,2	Yes		\$ 345,674
All Purpose Construction	\$ 360,000.00			1,2	Yes		\$ 360,000
HD Utilities and Grading	\$ 374,900.00			1,2	Yes		\$ 374,900
Kingery Construction Co.	\$ 399,000.00			1,2	Yes		\$ 399,000
KelCon, LLC	\$ 410,684.00			1,2	Yes		\$ 410,684
BKM Construction, LLC	\$ 413,469.00			1,2	Yes		\$ 413,469
Mark VII Enterprises, Inc.	\$ 430,000.00			1,2	Yes		\$ 430,000



AIA[®] Document A101[®] – 2017

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

AGREEMENT made as of the Eighth (8th) day of May in the year Two Thousand Twenty Four (2024)

(Paragraph deleted)

BETWEEN the Owner:

City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

and the Contractor:

Midwest DCM, Inc.
8719 S. 135th Street, Suite 100
Omaha, NE 68138

for the following Project:

Washington Park Restroom and Shelter Project
100 E. 20th Ave.
Bellevue, NE 68005

The Architect:

GP Architecture, LLC
1708 Childs Road East
Bellevue, NE 68005

The Owner and Contractor 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.

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Paragraph deleted)

The date of this Agreement.

(Paragraphs deleted)

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

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

§ 3.3 Substantial Completion

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

By the following date: September 20th, 2024

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

Portion of Work
Full Restroom Occupancy/Use

Substantial Completion Date
September 20, 2024

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Ninety Nine Thousand Nine Hundred and No/100 Dollars (\$ 299,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Paragraph deleted)

Item	Price
None	

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:

(Paragraph deleted)

Liquidated Damages of Five Hundred Dollars (\$500) per day shall be levied for work not completed by Substantial Completion date. Refer to Paragraph 8.5.A as included in the Supplementary Conditions.

§ 4.6 Other:

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

None

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

None

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

A separate pay request shall be submitted for final retainage amount.

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

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

§ 5.2 Final Payment

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

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

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

Final payment will be released upon completion of final punchlist items.

§ 5.3 Interest

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

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

(Paragraphs deleted)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

(Paragraph deleted)

Should the Contract be terminated for convenience by the Owner, any final fees or costs due to the Contractor shall be negotiated between the Owner and Contractor to determine any final costs due.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Mr. John Krager

Init.

City of Bellevue Public Works
1500 Wall Street
Bellevue, NE 68005

§ 8.3 The Contractor's representative:

Mr. Russ Cooper
Midwest DCM, Inc.
8719 S. 135th Street, Suite 100
Omaha, NE 68138

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Other provisions:

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
See Exhibit "A"		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit "B"			

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	April 17, 2024	2 Pages
Addendum No. 2	April 22, 2024	1 Page

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs deleted)

[] Supplementary and other Conditions of the Contract:

Init.

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User Notes:

(1144471909)

Document	Title	Date	Pages
Section 00 73 00	Supplementary Conditions		

(Paragraphs deleted)

.9 Other documents, if any, listed below:

See Exhibit "C"

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

OWNER *(Signature)*

Mr. Rusty Hike, Mayor, City of Bellevue

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

EXHIBIT "A"

INDEX OF DRAWINGS

GS1.1	COVER SHEET, GENERAL SITE PLAN
C1.0	SITE DEMOLITION PLAN, NOTES
C2.0	GRADING AND EROSION CONTROL PLAN
C3.0	PAVING PLAN, DETAILS, NOTES
C4.0	SANITARY, WATER AND POWER PLAN, NOTES
C4.1	UTILITY DETAILS
C5.0	SPECIFICATIONS
A1.1	FLOOR PLAN, ELEVATIONS, DETAILS, NOTES
A1.2	FOUNDATION/ROOF FRAMING PLAN, DETAILS
A1.3	CEILING PLAN, ROOF PLAN
M0.0	MECHANICAL COVER SHEET, NOTES
P2.1	PLUMBING PLANS, DETAILS, SCHEDULES
M2.1	MECHANICAL PLAN, NOTES, DETAILS
M3.0	MECHANICAL SPECIFICATIONS, DETAILS
E0.0	ELECTRICAL COVER SHEET, ELECTRICAL SPECIFICATIONS
E2.1	ELECTRICAL PLANS, SCHEDULES, NOTES
E3.0	ELECTRICAL DETAILS, COMCHECK, NOTES

EXHIBIT "B"

SECTION 00 01 00

DIVISION 0 – CONTRACTING REQUIREMENTS

Section 00 01 05	Certifications Page	1
Section 00 21 00	Instructions to Bidders	2
Section 00 41 00	Bid Documents and Sample Documents	4
Section 00 45 00	Representations, Certifications and Miscellaneous Forms.....	4
Section 00 60 00	Project Forms	1
Section 00 70 00	General Conditions.....	1
Section 00 73 00	Supplementary Conditions.....	10

DIVISION 1 – GENERAL REQUIREMENTS

Section 01 11 00	Summary of the Work	2
Section 01 25 00	Products and Substitutions	2
Section 01 29 00	Schedules, Reports, Payments	2
Section 01 31 00	Project Management and Coordination	2
Section 01 33 00	Submittals	3
Section 01 45 00	Testing and Quality Control	1
Section 01 50 00	Temporary Facilities	1
Section 01 77 00	Closeout Procedures.....	2

DIVISION 2 – EXISTING CONDITIONS

Section 02 01 00	Maintenance of Existing Conditions	2
Section 02 06 10	Demolition	2

DIVISION 4 – MASONRY

Section 04 21 00	Unit Masonry	7
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DIVISION 6 – WOODS, PLASTICS AND COMPOSITES

Section 06 11 00	Rough Carpentry	2
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DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section 07 21 00	Insulation.....	2
Section 07 41 00	Preformed Metal Panels.....	4
Section 07 92 00	Sealants	3

DIVISION 8 – OPENINGS

Section 08 11 00	Steel Doors and Frames	3
Section 08 30 50	Access Doors	2

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DIVISION 9 – FINISHES

Section 09 25 00	Gypsum Drywall	3
Section 09 90 00	Paints and Coatings	5

DIVISION 10 – SPECIALTIES

Section 10 21 13	Toilet Partitions	1
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END OF DOCUMENT

EXHIBIT "C"

ADDITIONAL DOCUMENTS INCLUDED IN CONTRACT

Section 00 01 05	Certifications Page	1
Section 00 10 00	Invitation To Bid	2
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Section 00 45 00	Representations, Certifications and Miscellaneous Forms.....	4
Section 00 60 00	Project Forms	1

SECTION 00 41 00
BID DOCUMENTS AND SAMPLE DOCUMENTS

CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY,
INDICTMENTS, CONVICTIONS OR CIVIL JUDGMENTS

PROJECT NAME: "BPW-240112 WASHINGTON PARK RESTROOM AND SHELTER PROJECT"
CITY PROJECT NUMBER: BPW-240112
FEDERAL PROJECT NUMBER: N/A

The president or authorized official of bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

is not currently under suspension, disbarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

has not been suspended, disbarred, or voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;

does not have a proposed disbarment pending; and

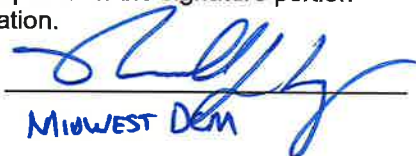
has not been indicted, convicted, or had a civil judgment against (it), by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

(Insert exceptions, if any)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exceptions noted, indicated below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

NOTE: The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute endorsement and execution of this certification.

BIDDER: _____


MIDWEST DEM

Project: City of Bellevue
"BPW-240112 WASHINGTON PARK RESTROOM AND SHELTER PROJECT"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "BPW-204112 WASHINGTON PARK RESTROOM AND SHELTER PROJECT" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 001, 002 issued thereto as follows:

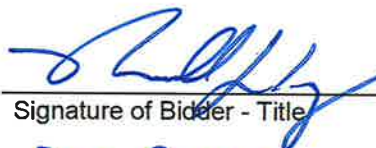
Based Bid Sum of:
Two hundred ninety nine thousand nine hundred Dollars and 00 Cents.
(\$ 299,900.00).

The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work by September 20th, 2024. 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 Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of 5% (five percent) of the bid price. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:


Signature of Bidder - Title PRESIDENT
Russ Cooper
Typed or Printed Name
MIDWEST DCM
Name of Company

CITY OF BELLEVUE
WASHINGTON PARK RESTROOM AND SHELTER

PROJECT NO. BPW-240112
MARCH 7, 2024

8719 S. 135TH ST. STE. 100
Business Address

OMAHA, NE 68138

079941288
DUNS #

B01490
City of Bellevue Contractor's License #/or
approved equivalent

402-537-3077
Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 7, 2024		SUBMITTED BY: David Goekeken - 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:
Award of contract for Stonecroft Park Restroom construction - (BPW240105 PK 23(2))

SYNOPSIS/BACKGROUND:
The City of Bellevue Public Works Department issued a Notice for Bids for construction of Stonecroft Park restroom. After review of the bids received, the low, responsive, responsible bidder, Midwest DCM has been recommended for the project.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="Midwest DCM"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text" value="Stonecroft Park Restroom"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="Stonecroft Park restroom"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text" value="New restroom (Stonecroft)"/>	CIP PROJECT NUMBER: <input type="text" value="CIPPK24(2)"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text" value="10-11-7040"/>	

RECOMMENDATION:
City council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Midwest DCM, in the amount of \$399,400.00 plus a 10% contingency of \$39,940.00, for a total project cost of \$439,340.00 for the Stonecroft Park restroom.

ATTACHMENTS:

- | | | |
|--|---|--|
| 1. <input type="text" value="Contract"/> | 2. <input type="text" value="Bid Sheet"/> | 3. <input type="text" value="Proposal"/> |
| 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:

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

AIA[®] Document A101[®] – 2017

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

AGREEMENT made as of the Eighth (8th) day of May in the year Two Thousand Twenty Four (2024)

(Paragraph deleted)

BETWEEN the Owner:

City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

and the Contractor:

Midwest DCM, Inc.
8719 S. 135th Street, Suite 100
Omaha, NE 68138

for the following Project:

Stonecroft Park Restroom Project
25th Street and Lynnwood Drive
Bellevue, NE 68123

The Architect:

GP Architecture, LLC
1708 Childs Road East
Bellevue, NE 68005

The Owner and Contractor 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.

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Paragraph deleted)

The date of this Agreement.

(Paragraphs deleted)

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

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

§ 3.3 Substantial Completion

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

By the following date: September 20th, 2024

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

Init.

Portion of Work
Full Restroom Occupancy/Use

Substantial Completion Date
September 20, 2024

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Ninety Nine Thousand Four Hundred and No/100 Dollars (\$ 399,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Paragraph deleted)

Item	Price
None	

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:

(Paragraph deleted)

Liquidated Damages of Five Hundred Dollars (\$500) per day shall be levied for work not completed by Substantial Completion date. Refer to Paragraph 8.5.A as included in the Supplementary Conditions.

§ 4.6 Other:

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
(Paragraphs deleted)

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

None

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

None

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

A separate pay request shall be submitted for final retainage amount.

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

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

§ 5.2 Final Payment

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

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

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

Final payment will be released upon completion of final punchlist items.

§ 5.3 Interest

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

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

(Paragraphs deleted)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

(Paragraph deleted)

Should the Contract be terminated for convenience by the Owner, any final fees or costs due to the Contractor shall be negotiated between the Owner and Contractor to determine any final costs due.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Mr. John Krager

City of Bellevue Public Works
1500 Wall Street
Bellevue, NE 68005

§ 8.3 The Contractor's representative:

Mr. Russ Cooper
Midwest DCM, Inc.
8719 S. 135th Street, Suite 100
Omaha, NE 68138

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

§ 8.5 Insurance and Bonds

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

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Other provisions:

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
See Exhibit "A"		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit "B"			

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	April 17, 2024	2 Pages
Addendum No. 2	April 22, 2024	1 Page
Addendum No. 3	April 23, 2024	1 Page

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs deleted)

init.

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 73 00	Supplementary Conditions		

(Paragraphs deleted)

.9 Other documents, if any, listed below:

See Exhibit "C"

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

OWNER *(Signature)*

Mr. Rusty Hike, Mayor, City of Bellevue

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

EXHIBIT "A"

INDEX OF DRAWINGS

GS1.1	COVER SHEET, GENERAL SITE PLAN
C1.0	GRADING AND EROSION CONTROL PLAN
C2.0	PAVING PLAN, DETAILS, NOTES
C3.0	WATER AND POWER PLAN
C3.1	SANITARY SEWER PLAN, DETAILS
C3.2	UTILITY DETAILS
C4.0	SPECIFICATIONS
A1.1	FLOOR/ROOF/CEILING PLANS, NOTES, DETAILS
A1.2	FOUNDATION/ROOF FRAMING PLAN, DETAILS
M0.0	MECHANICAL COVER SHEET, NOTES
P2.1	PLUMBING PLANS, DETAILS, SCHEDULES
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SECTION 00 41 00
BID DOCUMENTS AND SAMPLE DOCUMENTS

CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY,
INDICTMENTS, CONVICTIONS OR CIVIL JUDGMENTS

PROJECT NAME: "BPW-240105 STONECROFT PARK RESTROOM PROJECT"
CITY PROJECT NUMBER: BPW-240105
FEDERAL PROJECT NUMBER: N/A

The president or authorized official of bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

is not currently under suspension, disbarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

has not been suspended, disbarred, or voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;

does not have a proposed disbarment pending; and

has not been indicted, convicted, or had a civil judgment against (it), by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

(Insert exceptions, if any)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exceptions noted, indicated below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

NOTE: The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute endorsement and execution of this certification.

BIDDER: MIDWEST DCM

Project: City of Bellevue
"BPW-204105 STONECROFT PARK RESTROOM PROJECT"



PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "BPW-204105 STONECROFT PARK RESTROOM PROJECT" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 001,002,003 issued thereto as follows:

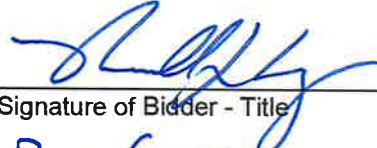
Based Bid Sum of:
Three hundred ninety nine thousand four hundred Dollars and 00 Cents.
(\$ 399,400.00).

The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work by September 20th, 2024. 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 Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:


Signature of Bidder - Title PRESIDENT
RUSS COOPER
Typed or Printed Name
MIDWEST DCM
Name of Company

8719 S. 135TH ST. STE.100
Business Address

OMAHA, NE 68138

079941288
DUNS #

BO1490
City of Bellevue Contractor's License #/or
approved equivalent

402-537-3077
Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 7, 2024		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2024 Concrete Project (Package2) award of contract (BPW#240102)

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works department issued a Notice for Bids for the 2024 Concrete Project (Package 2). After review of the bids received, the low bidder, Earnest Construction Group Inc. has been recommended for the project.

FISCAL IMPACT:: \$473,249.26 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Earnest Construction Group, INC. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: 2024 Concrete Project (Package 2) (BPW#240102)

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: 2024 Concrete Project (Package 2) CIP PROJECT NUMBER: CIPST24(02)

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

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

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement with Earnest Construction Group Inc. in the amount of \$430,226.60, plus a 10% contingency of \$43,022.66, for the total project cost of \$473,249.26 for the 2024 Concrete Projects package 2.

ATTACHMENTS:

1. Contract	2. Proposal	3. Bid Sheet
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature: Lianna Probst

Signature: [Illegible]

Signature: [Illegible]

SECTION 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bellevue** (“Owner”) and **Earnest Construction Group, Inc.** (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Concrete panel replacement, curb & gutter repair, ADA curb ramp construction, storm sewer structure repair, and associated work.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2024 Concrete Projects – Package 2; Bellevue, Nebraska; JEO Project No. 231883.00**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **JEO Consulting Group, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **JEO Consulting Group, Inc.**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **October 11, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 15, 2024**.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. Deleted

~~4.04—Special Damages~~

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

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

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

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

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

Item No.	Description	Quantity	Unit	Unit Price	Total
PACKAGE 2					
103.140	REMOVE STEPS	5	EA	\$100.00	\$500.00
103.180	REMOVE RETAINING WALL	300	SF	\$8.00	\$2,400.00
105.100	REMOVE PAVEMENT	241	SY	\$17.20	\$4,145.20
105.140	REMOVE SIDEWALK	3582	SF	\$1.00	\$3,582.00
105.165	REMOVE COMBINATION CURB AND GUTTER	158	LF	\$10.00	\$1,580.00
201.000	EXCAVATION ON-SITE (ESTABLISHED QUANTITY)	150	CY	\$18.00	\$2,700.00
501.016	CONSTRUCT 12" CONCRETE PAVEMENT (TYPE OPW 4000)	265	SY	\$100.00	\$26,500.00
501.400	ADJUST UTILITY VALVE TO GRADE	1	EA	\$100.00	\$100.00
501.450	ADJUST UTILITY MANHOLE TO GRADE	2	EA	\$350.00	\$700.00
502.100	CONSTRUCT 6" COMBINATION CURB AND GUTTER	113	LF	\$20.10	\$2,271.30
503.000	CONSTRUCT 4" PCC SIDEWALK	3109	SF	\$5.50	\$17,099.50
503.002	CONSTRUCT 6" PCC SIDEWALK	258	SF	\$6.40	\$1,651.20
503.010	CONSTRUCT 6" PCC SIDEWALK WITH TURNDOWN	367	SF	\$12.00	\$4,404.00
503.100	CONSTRUCT SIDEWALK CURB WALL	80	SF	\$26.00	\$2,080.00
503.202	CONSTRUCT 6" IMPRINTED PCC SURFACING	292	SF	\$8.20	\$2,394.40
503.210	CONSTRUCT 6" COLORED IMPRINTED PCC SURFACING	344	SF	\$14.50	\$4,988.00
504.000	CONSTRUCT CURB RAMP	644	SF	\$22.00	\$14,168.00

Item No.	Description	Quantity	Unit	Unit Price	Total
504.100	CONSTRUCT DETECTABLE WARNING PANEL (FOR INFORMATION ONLY - SUBSIDIARY)	184	SF		
607.000	CONSTRUCT REINFORCED PCC RETAINING WALL	6	CY	\$400.00	\$2,400.00
609.100	CONSTRUCT RAILING	127	LF	\$37.00	\$4,699.00
702.953	RECONSTRUCT CURB INLET WALLS	1	EA	\$1,500.00	\$1,500.00
802.002	INSTALL SEEDING (SUBSIDIARY)	672	SY		
802.002A	INSTALL SEEDING (AUTHORIZED)	10	SY	\$4.00	\$40.00
802.700	INSTALL SODDING (SUBSIDIARY)	672	SY		
802.700A	INSTALL SODDING (AUTHORIZED)	10	SY	\$7.00	\$70.00
905.032	PERMANENT PAINT MARKING 5" WHITE	1150	LF	\$4.60	\$5,290.00
905.033	PERMANENT PAINT MARKING 5" YELLOW	700	LF	\$4.60	\$3,220.00
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS		\$0.00
912.001	CONSTRUCT TRAFFIC CALMING DEVICE	48	SY	\$82.00	\$3,936.00
1002.010	REPAIR PAVEMENT (TYPE OPW 4000)	2176	SY	\$85.50	\$186,048.00
1002.100	REPAIR CURB AND GUTTER	387	LF	\$30.00	\$11,610.00
1002.300	REPAIR MEDIAN SURFACING	10	SF	\$10.00	\$100.00
1002.307	ADJUST INLET TO GRADE	1	EA	\$1,450.00	\$1,450.00
1004.400	REMOVE AND REPLACE PRECAST INLET TOP	42	EA	\$2,800.00	\$117,600.00
1109.000	MOBILIZATION/DEMobilIZATION	1	LS		\$1,000.00
BASE BID TOTAL					\$430,226.60

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

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$430,226.60.**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st and 3rd Tuesday** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

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

- 1) **Deleted**

- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 Final Payment

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (~~copy of list attached~~).
 6. Drawings (not attached but incorporated by reference) consisting of **40** sheets with each sheet bearing the following general title: **2024 Concrete Projects Package 2, Bellevue, Nebraska**
 - ~~7. Drawings listed on the attached sheet index.~~
 8. Addenda (numbers **1** to **1**, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid.**
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
 11. **Equipment Assessment Certification.**
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

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

This Agreement will be effective on **May 7, 2024** (which is the Effective Date of the Contract).

Owner:

City of Bellevue

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: **Rusty Hike**

(typed or printed)

Title: **Mayor**

(typed or printed)

Contractor:

Earnest Construction Group, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Address for giving notices:

1500 Wall Street

Bellevue, NE 68005

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Phone:

Email:

License No.:

(where applicable)

State:

EQUIPMENT ASSESSMENT CERTIFICATION

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

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on JEO Project No. 231883.00, except that acquired since the assessment date, has been assessed for taxation for the current year in _____ County.

Name of Company _____

Authorized Official _____
(Print Name)

(Signature)

Title _____

Date _____

**SECTION 00 51 00
NOTICE OF AWARD**

Date of Issuance: **May 7, 2024**
Owner: **City of Bellevue** Owner's Project No.: **BPW-240102**
Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **231883.00**
Project: **2024 Concrete Projects – Package 2**
Contract Name: **2024 Concrete Projects – Package 2**
Bidder: **Earnest Construction Group, Inc.**
Bidder's Address: **11507 S 42nd Street, Ste. 109, Bellevue, NE 68123**

You are notified that Owner has accepted your Bid dated **April 25, 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2024 Concrete Projects – Package 2

The Contract Price of the awarded Contract is **\$430,226.60**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

Owner: **City of Bellevue**

By (signature): _____

Name (printed): **Rusty Hike**

Title: **Mayor**

Copy: Engineer



CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT PLANS FOR CONSTRUCTION BPW-240102

2024 CONCRETE PROJECTS

PACKAGE 2 APRIL 2024

JEO PROJECT NO. 231883.00

OWNER:

NAME: DAVE GOEDEKEN, PE
CONTACT INFO: PUBLIC WORKS DIRECTOR
CITY OF BELLEVUE
402.293.3030

ENGINEER:

SUBMITTING ORGANIZATION: JEO CONSULTING GROUP, INC.
1937 N CHESTNUT ST, WAHOO, NE 68066
P: 800.723.8567
CERTIFICATE OF AUTHORIZATION NO.: CA-0069

COORDINATING PROFESSIONAL: DEAN DUNN
JEO CONSULTING GROUP, INC.
11213 DAVENPORT ST SUITE 200
OMAHA, NE 68154
P: 402.934.3680
EMAIL: DDUNN@JEO.COM

UTILITIES:

NAME: UNITE PRIVATE NETWORKS
CONTACT INFO: JEREMY BECK
PHONE: 402.860.0869
EMAIL: JEREMY.BECK@UPNFIBER.COM

NAME: LUMEN
CONTACT INFO: JACK DODENDORF
PHONE: 531.239.3528
EMAIL: JACK.DODENDORF@CENTURYLINK.COM

NAME: BLACK HILLS ENERGY
CONTACT INFO: CULLEN SILA
PHONE: 402.341.7195
EMAIL: CULLEN.SILA@BLACKHILLSCORP.COM

NAME: COX COMMUNICATIONS
CONTACT INFO: TIMOTHY HAHN
PHONE: 877.404.2568
EMAIL: TIMOTHY.HAHN@COX.NET

NAME: OMAHA PUBLIC POWER DISTRICT
CONTACT INFO: TODD MCLOCHLIN
PHONE: 531.226.3363
EMAIL: TMCLOCHLIN@OPPD.COM

INDEX OF SHEETS:

SHEET NO:	SHEET NAME:
C0.1	COVER SHEET
C0.2	GENERAL NOTES
C0.3 - C0.4	BID ITEM REFERENCE NOTES & SUMMARY OF QUANTITIES
C0.5 - C0.9	KEY MAPS
C1.1 - C1.16	REMOVALS AND CONSTRUCTION - M146(286A)
C1.17 - C1.20	TURN LANE EXTENSION - M146(286A)
C2.1 - C2.2	REMOVALS AND CONSTRUCTION - M146(293A)
C3.1 - C3.2	REMOVALS AND CONSTRUCTION - M146(298A)
C4.1	TREGARON DRIVE SPEED HUMP
C5.1 - C5.6	MISSION AND CALHOUN ADA UPGRADES

CITY OF OMAHA STANDARD PLATES

- 501-01 CONCRETE PAVEMENT JOINTS
- 502-01 CONCRETE CURBS
- 503-01 SIDEWALK CONSTRUCTION
- 503-03 CURB WALL
- 503-04 CONCRETE MEDIANS (2 SHEETS)
- 504-01 CONCRETE CURB RAMP (4 SHEETS)
- 702-09 CURB INLETS (5 SHEETS)
- 702-10 REINFORCED CONCRETE CURB INLET COVER WITH FACE ARMOR
- 911-01 TRAFFIC CALMING DEVICE (2 SHEETS)
- 1002-02 PAVEMENT REPAIR (4 SHEETS)

THE STANDARD PLATES ARE LISTED ABOVE FOR THE CONVENIENCE OF THE CONTRACTOR. CURRENT VERSIONS OF ALL 2020 AND 2024 CITY OF OMAHA STANDARD PLATES AND SPECIFICATIONS CAN BE FOUND AT:

<https://publicworks.cityofomaha.org/contractors-consultants2/>



**LOCATION MAP
Design Package 2**

1- & 6- Year No	Description
M146(286A)	Ft. Crook Rd; Cornhusker Rd to Capehart Rd; FT. Crook Rd Turn Lane Extension
M146(293A)	Birchcrest Rd/ Lloyd St; Harvell Dr to Betz Rd
M146(298A)	Fairfax Rd; Harvell Dr to Wilroy Rd
---	Tregaron Dr Speed Hump (South of Fairview Rd)
---	Mission Ave & Calhoun St Intersection ADA Upgrades



Know what's below.
Call before you dig.

ALL SITE PLAN INFORMATION IS BASED UPON US SURVEY FEET (SFT)

NOTE:
NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN OR NOT SHOWN ON THE PLANS. A REQUEST FOR UTILITY LOCATIONS WAS MADE FOR THIS LOCATION AS PER THE ONE-CALL NOTIFICATION SYSTEM ACT (UNITS, OCCASION, TICKET NO., TICKET NO.).

UTILITIES SHOWN ARE FROM FIELD MARKINGS PROVIDED IN THE FIELD BY THE UTILITY PROVIDERS.

THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. FIELD VERIFICATION OF UTILITIES MAY BE REQUIRED. CONTRACTOR(S) SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES BEFORE COMMENCING ANY WORK.

BPW-240102
2024 CONCRETE PROJECTS
PACKAGE #2
BELLEVUE, NEBRASKA

COVER SHEET



PROJECT NO.	231883
DATE	4/9/2024
DRAWN BY	CAS
FILE NAME	20180_COVER_2.dwg
FIELD BOOK	---
FIELD OPEN	---
SURVEY FILE NO.	23183
PLAN IN HAND DATE	5/20/24
75 PERCENT REVIEW DATE	4/25/24
95 PERCENT REVIEW DATE	5/20/24
REVISIONS	---

C0.1



Bid Tab

PROJECT | 2024 Concrete Projects - Package 2

JEO PROJECT NO. | 231883.00

LOCATION | Bellevue, Nebraska

LETTING | April 25, 2024 @ 10:00 AM

OPINION OF PROBABLE COST | \$643,170.00

Bidder	Total Base Bid
Earnest Construction Group, Inc. Omaha, NE	\$430,226.60
Burrell Enterprises LLC Omaha, NE	\$447,541.50

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 7, 2024		SUBMITTED BY: David Goedeken - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240108 M146 (335A) Wolf Creek 21st to 25th south of Cornhusker - Design

SYNOPSIS/BACKGROUND:

Lamp Rynearson Assoc. (LRA) to provide design engineering services of Wolf Creek Drive from 21st St to 25th St located south of Cornhusker Dr. Professional engineering services to include geotechnical investigation and report, topographic survey, utility coordination, 30-60-90% preliminary and final designs, and design project management.

FISCAL IMPACT: \$161,718.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: Lamp Rynearson Assoc.	INTERLOCAL AGREEMENT: No
CONTRACT DESCRIPTION: 240108 M146 (335A) Wolf Creek 21st to 25th south of Cornhusker - Public Improvements Design		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Wolf Creek 21st to 25th south of Cornhusker - Design		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: M146 (335A)	CIP PROJECT NUMBER: ST(09)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Recommnded City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Lamp Rynearson Assoc, in the amount of \$161,718.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Bonbrillan
[Signature]
[Signature]

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Bellevue** (Owner) and **Lamp Rynearson, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **BPW 240108 M146 (335A) 21st to 25th South of Cornhusker Road (Wolf Creek Drive)** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Public Improvement Design**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

~~2.02 Owner's Instructions Regarding Bidding/Proposal and Front End Construction Contract Documents~~

- A. ~~Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:~~
 1. ~~Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front End Construction Contract Documents;~~
 2. ~~insurance and bonding requirements;~~
 3. ~~protocols for electronic transmittals during bidding and construction;~~

- ~~4. Owner's safety and security programs applicable to Contractor and other Constructors;~~
 - ~~5. diversity and other social responsibility requirements;~~
 - ~~6. bidding and contract requirements of funding, financing, or regulatory entities;~~
 - ~~7. other specific conditions applicable to the procurement of construction or contract documents;~~
 - ~~8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.~~
- ~~B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.~~
- ~~1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.~~
- ~~C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.~~

2.032.02 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- ~~B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.~~
- ~~C.B.~~ Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- ~~D.C.~~ With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

~~E.D. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.~~

2.042.03 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, ~~and Engineer's Subcontractors~~, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;
 2. ~~the presence at the Site of any Constituent of Concern; or~~
 - 3-2. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, ~~project peer review, value engineering, and constructability review studies, and graphics.~~
- I. ~~If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of~~

~~authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.~~

~~J.I. Owner shall:~~

- ~~1. Attend and participate in the pre bid conference, bid opening, pre construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.~~
- ~~2.1. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.~~
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
- ~~3.2. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.~~
- ~~4. Perform or provide the following:~~

2.052.04 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; ~~if there is a conflict between the following summary and in the contents of Exhibit J, then Exhibit J will prevail.~~

Description of Service	Amount	Basis of Compensation
1. Basic Services (Article 1 of Exhibit A)	\$	
2. Resident Project Representative Services	\$	
4. Additional Services (Article 2 of Exhibit A)		

~~Based on a 12 month continuous construction period.~~

- ~~1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.~~
- ~~2.1. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.~~

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable ~~within 30 days of~~ upon within 45 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within ~~30-60~~ days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from ~~said the thirtieth day~~ after date of Engineer's invoice, and
 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's ~~Subcontractors and~~ Subconsultants: Engineer may retain such Engineer's ~~Subcontractors and~~ Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations,
- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
- c. changes after the Effective Date to Owner-provided written policies or procedures.

~~F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract with revisions by the Engineer, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise. Copies of Engineer revised document are available for review by Owner.~~

~~G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.~~

~~H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.~~

~~I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.~~

~~J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.~~

~~K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.~~

~~L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.~~

~~M. Engineer's services do not include providing legal advice or representation.~~

~~N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the~~

~~Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.~~

~~O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.~~

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the ~~Drawings, Specifications, or other Documents~~ that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. ~~If Engineer's good faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of~~

defending against, settling, or paying such claims. Engineer shall indemnify and hold harmless Owner from all claims, damages, losses, and expenses; including attorney's fees, arising out of any third-party claims of infringement or violation of intellectual property rights which result from Engineer's inclusion in the drawings, specifications, or other documents of new innovative, or non-standard technology.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project, as per the requirements of paragraphs 6.03, 6.04 and 6.05 of the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC) C-700, 2018 Edition, with revisions by the Engineer and the Supplementary Conditions prepared by the Engineer. Owner shall require Contractor to cause Engineer ~~and~~ its Subconsultants, ~~and Engineer's Subcontractors~~ to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants ~~and Engineer's Subcontractors~~. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- ~~F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.~~
- ~~G.F.~~ All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, ~~or Engineer's Subcontractors~~. Owner and Engineer waive all rights against each other, Contractor, ~~Engineer's Subcontractors~~ and Subconsultants, and the respective officers, directors, members, partners, employees, agents, and consultants, ~~and subcontractors~~ of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

~~H.G.~~ All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

~~H.H.~~ At any time, Owner may request that Engineer, ~~or Engineer's Subcontractors or~~ Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's ~~Subcontractors or~~ Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement. Persistent circumstances could include such items as, but not limited to; failure to provide project input or purposely misdirect consultant team, withhold pertinent information needed for project execution, or threatening actions directed towards the consultant team. If persistent circumstances are present, Lamp Rynearson will direct these concerns to the Public Works Director for resolution prior to suspension and/or termination of contract.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended by the Owner for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ~~Engineer's Subcontractors or Subconsultants~~, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to

this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator approved by both Engineer and Owner and experienced in resolving disputes arising from the performance of engineering services. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days. The parties agree that the costs of mediation shall be split equally between Owner and Engineer.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then the parties may exercise their rights at law.
 - a. ~~either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.~~
 - b. ~~If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

~~6.09 Environmental Condition of Site~~

- ~~A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.~~
- ~~B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.~~
- ~~1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.~~
 - ~~2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.~~
 - ~~3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.~~
- ~~C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.~~
- ~~D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.~~
- ~~E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:~~

~~1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or~~

~~2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.~~

~~F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.~~

6.106.09 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, ~~or Engineer's Subcontractors~~. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

A.B. Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent, if any, required in Exhibit I, "Limitations of Liability."

B.C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, ~~Engineer's Subcontractors~~, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

~~C.D.~~ No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

~~D.E.~~ Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

~~E.F.~~ Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

~~6.116.10~~ Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement, ~~except those listed below~~. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

~~6.126.11~~ Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. **Addenda**—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. **Additional Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 3. **Agreement**—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 6. **Bidding/Proposal Documents**—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 8. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 9. **Constituents of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. **Engineer**—The individual or entity named as such in this Agreement.
- ~~23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.~~
- ~~24.~~23. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
- ~~25.~~24. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
- ~~26.~~25. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- ~~27.~~26. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
- ~~28.~~27. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
- ~~29.~~28. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based in part on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- ~~30.~~29. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

- ~~31-30.~~ 30-31. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- ~~32-31.~~ 31-32. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
- ~~33-32.~~ 32-33. **Site**—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
- ~~34-33.~~ 33-34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- ~~35-34.~~ 34-35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
- ~~36-35.~~ 35-36. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- ~~37-36.~~ 36-37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
- ~~38-37.~~ 37-38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- ~~39-38.~~ 38-39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish

materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

~~40-39.~~ 40-39. ~~Total Project Costs~~—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

~~41-40.~~ 41-40. ~~Underground Facilities~~—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

~~42-41.~~ 42-41. ~~Work~~—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

~~43-42.~~ 43-42. ~~Work Change Directive~~—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, ~~Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ Not Used

- E. Exhibit E, ~~EJCDC® C-626, Notice of Acceptability of Work (form)~~. Not Used
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, ~~Dispute Resolution~~. Not Used
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Additional Services and Reimbursable Expenses.
- K. Exhibit K, Itemized Task and Fee
- L. Exhibit L, City of Bellevue Request for Qualifications
- ~~J.~~ M. Exhibit M, Lamp Ryneerson Request for Qualifications Response

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or ~~cancelled~~ by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **April 16, 2024**.

Owner:

City of Bellevue

(name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Attach evidence of authority to sign.

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

Lamp Ryneerson, Inc.

(name of organization)

By: _____

(individual's signature)

Date: _____

4/26/2024

(date signed)

Name: _____

Terry Atkins, P.E.

(typed or printed)

Title: _____

Chief Operating Officer

(typed or printed)

Attach evidence of authority to sign.

Attest: _____

(individual's signature)

Title: _____

Caleb Snyder, Public Practice Lead

(typed or printed)

Address for giving notices:

Lamp Ryneerson, Inc.
14710 W Dodge Road, Suite 100
Omaha, Nebraska 68154

Designated Representative:

Name: _____

Caleb M. Snyder, P.E.

(typed or printed)

Title: _____

Senior Project Manager

(typed or printed)

Address:

Lamp Ryneerson, Inc.
14710 W Dodge Road, Suite 100
Omaha, Nebraska 68154

Phone: _____

402-496-2498

Email: _____

Caleb.Snyder@LampRyneerson.com

EXHIBIT A
Engineer's Services

Engineer shall provide Basic and Additional Services as set forth below and in accordance with the schedule included at the end of this Exhibit A.

BASIC SERVICES

A. Survey

1. Complete a topographic survey of the area of proposed new construction to include the following information:
 - a. Vegetation including trees 6-inch in diameter and larger. Groupings of trees will be outlined.
 - b. Location of utilities existing on or serving the surveyed property as determined by observed evidence and markings by utility companies and other appropriate sources.
 - c. Type, size, depth, and direction of flow of storm and sanitary sewer on and within 25 feet of site as accurately as possible without entering manholes.
 - d. Type, size, depth, and direction of flow of irrigation canals or ditches on and within 25 feet of site.
 - e. Contour lines at 1-foot and 5-foot intervals.
 - f. Spot elevations on paving edges, top of curb, and storm/sanitary manholes and inverts.
 - g. All existing observed improvements including buildings, paving surfaces, parking stripes, fences, and retaining walls.
 - h. Benchmarks utilized with vertical and horizontal datum note.

Survey Assumptions

1. The depiction of recorded or otherwise known easements and rights-of-way will be as determined by a OWNER-provided title search.
2. Zoning and setback information will be determined as detailed above. Development agreements, mixed-use agreements, covenants, or other agreements may include additional requirements. It is the OWNER's responsibility to provide these additional requirements.
3. The release or creation of new/proposed easements is not included in the scope of services.
4. The production of an ALTA survey is not included in the scope of services.
5. Winter conditions may limit our ability to identify all existing utility lines. We will coordinate with the OWNER to evaluate current conditions prior to conducting the survey. If the OWNER's schedule necessitates the survey be conducted in a heavy snow condition, then additional trips and associated additional fees may be required.

B. Sub-Consultant Coordination – Geotechnical Investigation Report

1. Coordinate with Thiele Geotech, Inc. to provide a geotechnical field inspection and a Geotechnical Report for use in the design of Grading and Foundations for the proposed site.
2. Review the findings of the report with the OWNER.

C. Wetland Delineation and 404 Nationwide Permitting

1. Conduct a review of publicly available data sources to document the lack of waters of the U.S.
2. Prepare a Waters of the U.S. Delineation to document the absence of wetland impacts associated with the project.

Wetland Delineation Assumptions

1. If impacts to wetlands or Waters of the U.S. are proposed with the project, permitting and mitigation design shall be considered an additional service.
2. Wetland and/or stream mitigation will not be required. If required, mitigation design and coordination will be additional services.
3. Field survey for wetland delineation will be conducted during growing season when plants can be identified.

D. Public Improvements Design

1. Perform one (1) site visit with the OWNER staff to observe the site existing conditions.
2. Facilitate a kickoff meeting with the OWNER and other key stakeholders at the beginning of the projects, to discuss the scope, project costs, possible alternates, deliverables, and schedule.
3. Attend one (1) public neighborhood meeting to discuss the project and potential impacts.
4. Coordinate with Omaha Public Power District (OPPD) to provide the information required for OPPD relocations.
5. Coordinate with Metropolitan Utilities District (MUD) to provide the information required for MUD relocations.
6. Coordinate with other utility providers on possible relocations and costs.
7. Complete progress plans at the 30%, 60%, & 90% plan set for review by OWNER and other utility providers. Facilitate a review meeting with OWNER staff after each deliverable to address any questions, comments, or concerns.
8. Complete costs estimates for the 30%, 60%, and 90% plan set for review with OWNER.
9. Prepare final construction plans for public improvements, including the following, in accordance with local regulatory agency requirements, as required by the proposed improvements.
 - a. Cover Sheet;
 - b. Typical Sections;
 - c. Details;
 - d. Removals;
 - e. Gradings;
 - f. Retaining Wall;
 - g. Storm Sewer;
 - h. Plan and Profile;
 - i. Proposed Cross Sections; and
 - j. Traffic Control.
10. Prepare contract documents and technical specifications.
11. Coordinate with local regulatory agency staff to assist in obtaining approval of final plans and specifications.
12. Prepare application materials for Papillion Creek Watershed Partnership (PCWP) and Nebraska Department of Environment and Energy NPDES grading permits.

13. Assist in obtaining bids from contractors, review bids, and prepare recommendation regarding award of the construction contract.
14. Attend city council hearing to present the results of the bid and answer any questions the council may have.

Public Improvements Design Assumptions

1. Contract, bond, proof of insurance, and bids, as required by the local regulatory agency for public improvements, will be provided by the selected general contractor or the OWNER.
2. OWNER will retain an attorney to provide any required coordination with adjacent property owners.
3. Public Improvement Construction Contract Administration is not included in the scope of services. If requested by the OWNER, a separate proposal can be provided for this service once the design is finalized.

E. Retaining Wall Heights and Alignments

1. Prepare alignments, top of wall elevations, and finish grade elevations at the base of wall for proposed modular block retaining walls. Structural design of the walls will be the responsibility of the contractor, who shall engage a professional engineer licensed in the State of Nebraska.

Retaining Wall Heights and Alignments Assumptions

1. The scope of work shall be considered incidental to the Public Improvement Design.
2. The scope of work described above assumes the use of modular block retaining walls. If the OWNER would prefer cast-in-place retaining walls, a separate proposal for this service will be provided.
3. ENGINEER will not review shop drawings, plans, or submittals for modular block retaining walls. If the OWNER requires this review, ENGINEER recommends a geotechnical engineer be retained to perform this service.
4. Contractor shall submit material type and color selection directly to the OWNER for review and approval.

F. General Assumptions

1. The project will be completed in accordance with the scope outlined above and assumes a "one-time design." Any modifications to the design concept after work has been completed will be considered additional services.
2. Electronic files for the site plan and topographic survey compatible with ACAD 2020 will be provided to ENGINEER by the OWNER.
3. All meetings will be in the Omaha metropolitan area.
4. Fees for any applications, filings or permitting, fees required by governing agencies, or any other fees not specifically defined herein are not included in our fees and, if required, will be paid by the OWNER.
5. Unless ENGINEER specifically requests shop drawings or other material information be submitted for review, ENGINEER will not accept, review, or transmit any shop drawing or other submittals.

ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 5. Providing renderings or models for Owner's use.
 6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 7. Furnishing services of Consultants for other than Basic Services.
 8. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 10. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

11. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
13. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
14. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
15. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
16. Preparation of operation and maintenance manuals.
17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
19. Assistance in connection with the adjusting of Project equipment and systems.
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. Overtime work requiring higher than regular rates.
23. . Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- B. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination

of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites

EXHIBIT B—DELIVERABLES SCHEDULE

Exhibit B—Deliverables Schedule.

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EXHIBIT B

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Gantt Chart											
							April	May	June	July	August	September	October	November	December			
1		BPW 240108 M146(335A) 21st To 25th s of Cornhusker	158 days?	Mon 5/6/24	Wed 12/11/24													
2		Design	113 days?	Mon 5/6/24	Wed 10/9/24													
3		Notice to Proceed Sent	1 day?	Mon 5/6/24	Mon 5/6/24													
4		Official Kick Off Meeting/Site Visit	15 days	Tue 5/7/24	Mon 5/27/24	3												
5		Boundary and Topo Survey	20 days	Tue 5/7/24	Mon 6/3/24	3												
6		Environmental Review	15 days	Tue 5/7/24	Mon 5/27/24	3												
7		Geotech Investigation	35 days	Tue 5/7/24	Mon 6/24/24	3												
8		30% Design	27 days	Tue 6/4/24	Wed 7/10/24													
9		Review Boundary/Topo Survey	3 days	Tue 6/4/24	Thu 6/6/24	5												
10		Review Preliminary Geotech Report	3 days	Tue 6/4/24	Thu 6/6/24													
11		Develop Preliminary Alignments and Limits of Project	9 days	Fri 6/7/24	Wed 6/19/24	10												
12		Develop Proposed Cross Sections	9 days	Thu 6/20/24	Tue 7/2/24	11												
13		Submit 30% Plans & Cost Estimate	6 days	Wed 7/3/24	Wed 7/10/24	12												
14		60% Design	32 days	Thu 7/11/24	Fri 8/23/24													
15		Catalog, Discuss, and Incorporate City Comments	9 days	Thu 7/11/24	Tue 7/23/24	13												
16		Drainage Review	6 days	Wed 7/24/24	Wed 7/31/24	15												
17		Complete 60% Design	12 days	Thu 8/1/24	Fri 8/16/24	16												
18		Submit 60% Plans & Cost Estimate	5 days	Mon 8/19/24	Fri 8/23/24	17												
19		90% Design	33 days	Mon 8/26/24	Wed 10/9/24													
20		Catalog, Discuss, and Incorporate City Comments	9 days	Mon 8/26/24	Thu 9/5/24	18												
21		Complete 90% Drainage Study	6 days	Fri 9/6/24	Fri 9/13/24	20												
22		Complete 90% Design	13 days	Mon 9/16/24	Wed 10/2/24	21												
23		Submit 90% Plans & Cost Estimate	5 days	Thu 10/3/24	Wed 10/9/24	22												
24		Bid & Permitting	45 days	Thu 10/10/24	Wed 12/11/24													
25		Finalize Plans, Drainage Study, and Contract Documents	15 days	Thu 10/10/24	Wed 10/30/24	23												
26		Permitting	15 days	Thu 10/31/24	Wed 11/20/24	25												
27		Bid Administration	20 days	Thu 10/31/24	Wed 11/27/24	25												
28		Contractor Selection	10 days	Thu 11/28/24	Wed 12/11/24	27												

Project: Westen Project
Date: Tue 4/9/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: **City of Bellevue**
Engineer: **Lamp Rynearson, Inc.**
Project: **BPW 240108 M146 (335A) 21st to 25th South of Cornhusker Road (Wolf Creek Drive)**
Effective Date of Owner-Engineer Agreement: **April 16, 2024**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$
Net change for prior amendments: \$
This amendment amount: \$
Adjusted Agreement amount: \$
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner
City of Bellevue
(typed or printed name of organization)

Engineer
Lamp Rynearson, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.1 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

Exhibit F—Electronic Documents Protocol (EDP).

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and American Society of Civil Engineers. All rights reserved.

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 25 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. ~~The [Owner] [Engineer] [Name Other Third Party] will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer, Contractors, during the Project for exchange and storage of Project related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website: [modify in sufficient detail below the operational requirements for the website below].~~
 - 1) ~~Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.~~
 - 2) ~~Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.~~
 - 3) ~~Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).~~
 - 4) ~~Include any other Project Website attributes that may be pertinent to the use of the facility by Project related parties and evaluation by those parties of the functionality and cost of such use.~~
 - 5) ~~Operation of the Project Website by the Engineer shall be part of Engineer's Basic Services and compensation, including expenses associated with operation for a period of [number] days, is included in the Lump Sum fee detailed in Exhibit C.~~

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

- a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).
 - a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

Exhibit F—Electronic Documents Protocol (EDP).

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- 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
- 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
- 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence and reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 10 or later.			
DWG	Autodesk® AutoCAD. dwg format Version 2020.			
DOC	Microsoft® Word. docx format Version 2016.			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.1 and 1.2:

1.1 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	N.A.
Each Accident	N.A.
Property Damage	
Each Accident	N.A.
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
Other Insurance [Specify]	
Each Claim	N.A.
General Aggregate	N.A.

- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	N.A.
Each Accident	N.A.
Property Damage	
Each Accident	N.A.
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance (if applicable)	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
Other Insurance [Specify]	
Each Claim	N.A.
General Aggregate	N.A.

1.2 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its ~~Engineer's Subcontractors~~ to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Lamp Rynearson, Inc.	14710 W Dodge Rd, Ste 100, Omaha, NE 68154
Thiele Geotech, Inc.	13478 Chandler Rd, Omaha, NE 68138

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's ~~Subcontractor~~ to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

Exhibit G—Insurance.

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- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

Exhibit G—Insurance.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) 1.1, **Mutual Indemnification:**

1.1 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, ~~and Engineer's Subcontractors~~, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent such claim, costs, loss or damage was caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 2—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.1:

2.1 Compensation for Basic Services (~~other than Resident Project Representative~~)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of **\$161,718** based on the following estimated distribution of compensation:

a. Survey	\$10,510
b. Geotechnical Investigation Report	\$9,538
c. Public Improvements Design	\$141,670

2. A classification and hour breakdown is included as an attachment (See Exhibit J, Appendix 1 and 2.

3. If requested, ENGINEER is authorized to provide additional services up to an amount of 10% of the lump sum services mentioned above and additional services shall only be approved by the City of Bellevue Public Works Director. Written authorization shall be provided prior to commencing additional services. Additional services will be billed at an hourly rate plus expenses.

~~2.4.~~ Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

~~3.5.~~ The Lump Sum includes compensation for Engineer's services and services of Engineer's ~~Subcontractors~~—and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

~~4.6.~~ In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None.**

~~5.7.~~ The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding ~~18 months~~ **the dates stated within Exhibit B.** If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.1 Compensation for Additional Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.15**.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.15**.
2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

**LAMP RYNEARSON, INC.
MISCELLANEOUS CHARGES
April 2, 2023 – April 6, 2024**

A. SUBSISTENCE:

Subsistence for employees away from headquarters shall be chargeable in accordance with the per diem schedule of the U.S. General Services Administration available at www.gsa.gov.

B. TRAVEL COSTS

Automobile mileage shall be charged at the maximum IRS employee reimbursable rate per mile plus 15% to cover general overhead and administration. Travel costs, such as airfare, hotel and rental cars, shall be chargeable at actual cost plus 15% to cover general overhead and administration.

C. FIELD SUPPLIES:

Field supplies are not billed separately. They are covered in the labor billing rate charged to a project. There may be exceptions to this, but they would be specified in any bid or contract for the project. These exceptions would be chargeable at actual cost plus 15 percent to cover general overhead and administration.

D. REPRODUCTIONS AND PLOTS:

All reproduction and plotting work generated internally by Lamp Rynearson, Inc., shall be charged at the rates shown below. All outside photographic and direct-process reproduction costs advanced by Lamp Rynearson, Inc., in connection with the rendering of services shall be charged at actual cost plus 15 percent to cover general overhead and administration.

E. EQUIPMENT:

The following items of special equipment, when used by Lamp Rynearson, Inc., shall be charged at the following rates:

4X4 ATV	\$	25.00	/Hour	
Sonar	\$	100.00	/Hour	
Boat	\$	35.00	/Hour	(4 Hour Minimum)
Total Station	\$	40.00	/Hour	
GPS Rover	\$	40.00	/Hour	
GPS Rover with Base	\$	50.00	/Hour	
Drone - DJI Phantom 4	\$	1,000.00	/Day	(1/2 Day Minimum)
Drone - Wingtra	\$	1,000.00	/Day	(1 Day Minimum)
Drone – DJI M300	\$	1,000.00	/Day	(1 Day Minimum)
Handheld Scanner-Zeb-REVO	\$	250.00	/Hour	
Terrestrial Scanner Tx8	\$	300.00	/Hour	

All of the above rates are exclusive of operator.

F. FILING FEES AND OTHER COSTS ADVANCED:

All filing or permit fees and other similar outside costs which are advanced or paid by Lamp Rynearson, Inc., shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

Periodically, this schedule may be revised and updated by Lamp Rynearson's, Inc., who reserves the right to substitute the new miscellaneous charges schedule upon 30 days' notice.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

**Lamp Rynearson, Inc.
Hourly Rate Schedule
April 7, 2024 - April 5, 2025**

Category	Category Description	Billing Rates
CORPORATE LEADERS		HOURLY RATE
400	CEO/CFO/COO	\$ 377.00
OFFICE LEADER		HOURLY RATE
305	Office Leader I	\$ 259.00
306	Office Leader II	\$ 295.00
307	Office Leader II	\$ 335.00
GROUP LEADERS		HOURLY RATE
225	Group Leader I	\$ 186.00
226	Group Leader II	\$ 206.00
227	Group Leader III	\$ 227.00
228	Group Leader Senior I	\$ 247.00
229	Group Leader Senior II	\$ 267.00
230	Group Leader Senior III	\$ 287.00
240	Group Leader Senior IV	\$ 307.00
PRACTICE LEAD		HOURLY RATE
276	Practice Lead I	\$ 181.00
277	Practice Lead II	\$ 213.00
278	Practice Lead III	\$ 254.00
279	Practice Lead IV	\$ 295.00
PROJECT MANAGERS		HOURLY RATE
123	Project Manager I	\$ 149.00
124	Project Manager II	\$ 162.00
125	Project Manager III	\$ 175.00
271	Project Manager IV	\$ 187.00
272	Project Manager V	\$ 201.00
273	Project Manager VI	\$ 215.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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274	Project Manager VII	\$	229.00
275	Project Manager VIII	\$	245.00
126	Project Manager Senior I	\$	175.00
127	Project Manager Senior II	\$	187.00
128	Project Manager Senior III	\$	201.00
129	Project Manager Senior IV	\$	215.00
130	Project Manager Senior V	\$	229.00
241	Project Manager Senior VI	\$	245.00
261	Project Manager Senior VII	\$	275.00
TECHNICAL EXPERTS			HOURLY RATE
282	Technical Expert I	\$	205.00
283	Technical Expert II	\$	241.00
284	Technical Expert III	\$	285.00
285	Technical Expert IV	\$	323.00
PROJECT ENGINEERS			HOURLY RATE
115	Project Engineer I	\$	108.00
116	Project Engineer II	\$	120.00
117	Project Engineer III	\$	131.00
118	Project Engineer IV	\$	142.00
234	Project Engineer V	\$	154.00
119	Project Engineer Senior I	\$	151.00
120	Project Engineer Senior II	\$	168.00
121	Project Engineer Senior III	\$	189.00
122	Project Engineer Senior IV	\$	210.00
242	Project Engineer Senior V	\$	233.00
243	Project Engineer Senior VI	\$	258.00
260	Project Engineer Senior VII	\$	282.00
PROJECT ARCHITECT			HOURLY RATE
288	Project Architect I	\$	148.00
ENGINEERING INTERNS			HOURLY RATE
236	Engineering Intern A	\$	47.00
105	Engineering Intern I	\$	72.00
106	Engineering Intern II	\$	85.00
LAND PLANNERS/LANDSCAPE ARCHITECTS			HOURLY RATE
311	Land Planner I	\$	108.00
312	Land Planner II	\$	125.00
313	Land Planner III	\$	135.00
290	Land Planner Senior II	\$	178.00
262	Landscape Architect Intern	\$	63.00
207	Landscape Architect I	\$	100.00
208	Landscape Architect II	\$	112.00
209	Landscape Architect III	\$	124.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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210	Landscape Architect IV	\$	136.00
211	Landscape Architect Senior I	\$	152.00
212	Landscape Architect Senior II	\$	169.00
213	Landscape Architect Senior III	\$	192.00
214	Landscape Architect Senior IV	\$	214.00
215	Landscape Architect Senior V	\$	236.00
265	Landscape Architect Senior VI	\$	259.00
314	Project Advocate	\$	134.00

ENVIRONMENTAL SCIENTISTS

HOURLY RATE

302	Environmental Scientist I	\$	100.00
303	Environmental Scientist II	\$	109.00
304	Environmental Scientist III	\$	118.00

GIS

HOURLY RATE

198	G.I.S. Intern I	\$	61.00
199	G.I.S. Intern II	\$	72.00
200	G.I.S. Technician	\$	83.00
201	G.I.S. Specialist I	\$	94.00
202	G.I.S. Specialist II	\$	106.00
245	G.I.S. Specialist III	\$	117.00
203	G.I.S. Specialist Senior I	\$	121.00
204	G.I.S. Specialist Senior II	\$	127.00
205	G.I.S. Specialist Senior III	\$	138.00
206	G.I.S. Manager	\$	194.00

3D SERVICES

HOURLY RATE

216	3D Application Specialist I	\$	120.00
217	3D Application Specialist II	\$	132.00
218	3D Application Specialist III	\$	146.00
219	3D Application Specialist Senior I	\$	153.00
293	3D Technician I	\$	108.00
294	3D Technician II	\$	117.00
295	3D Technician III	\$	126.00

PROJECT DESIGNERS AND ADMINISTRATORS

HOURLY RATE

107	Project Designer I	\$	92.00
108	Project Designer II	\$	107.00
109	Project Designer III	\$	118.00
110	Project Designer IV	\$	128.00
231	Project Designer Senior I	\$	143.00
232	Project Designer Senior II	\$	160.00
233	Project Designer Senior III	\$	178.00
111	Project Administrator I	\$	77.00
112	Project Administrator II	\$	90.00
113	Project Administrator III	\$	99.00
114	Project Administrator IV	\$	115.00

ENGINEERING/CAD TECHNICIANS

HOURLY RATE

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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131	Engineering Technician I	\$	82.00
132	Engineering Technician II	\$	93.00
133	Engineering Technician III	\$	104.00
134	Engineering Technician IV	\$	114.00
135	Engineering Technician Senior I	\$	102.00
136	Engineering Technician Senior II	\$	111.00
137	Engineering Technician Senior III	\$	119.00
138	Engineering Technician Senior IV	\$	127.00
139	CAD Manager	\$	185.00
CONSTRUCTION ENGINEERS		HOURLY RATE	
189	Construction Engineer I	\$	104.00
190	Construction Engineer II	\$	115.00
191	Construction Engineer III	\$	126.00
192	Construction Engineer IV	\$	137.00
194	Construction Engineer Senior I	\$	145.00
195	Construction Engineer Senior II	\$	165.00
196	Construction Engineer Senior III	\$	180.00
197	Construction Engineer Senior IV	\$	202.00
221	Construction Engineer Senior V	\$	224.00
246	Construction Engineer Senior VI	\$	248.00
286	Construction Engineering Lead I	\$	211.00
287	Construction Engineering Lead II	\$	243.00
STORMWATER TECHNICIANS		HOURLY RATE	
252	Stormwater Technician I	\$	82.00
253	Stormwater Technician II	\$	92.00
254	Stormwater Technician III	\$	107.00
255	Stormwater Technician IV	\$	113.00
256	Stormwater Technician Senior I	\$	107.00
257	Stormwater Technician Senior II	\$	116.00
258	Stormwater Technician Senior III	\$	125.00
259	Stormwater Technician Senior IV	\$	140.00
CONSTRUCTION OBSERVERS		HOURLY RATE	
181	Observer I	\$	66.00
182	Observer II	\$	78.00
183	Observer III	\$	91.00
184	Observer IV	\$	107.00
185	Observer V	\$	117.00
CONSTRUCTION COORDINATORS		HOURLY RATE	
186	Construction Coordinator I	\$	87.00
187	Construction Coordinator II	\$	97.00
188	Construction Coordinator III	\$	111.00
300	Construction Coordinator IV	\$	125.00
301	Construction Coordinator V	\$	137.00
LAND SURVEYORS		HOURLY RATE	

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

This document is a MODIFIED version of Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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167	Land Surveyor I	\$	145.00
168	Land Surveyor II	\$	164.00
169	Land Surveyor III	\$	185.00
170	Land Surveyor Senior I	\$	209.00
171	Land Surveyor Senior II	\$	235.00
172	Survey Project Manager I	\$	108.00
173	Survey Project Manager II	\$	135.00
174	Survey Project Manager III	\$	149.00
175	Survey Project Manager Senior I	\$	167.00
176	Survey Project Manager Senior II	\$	184.00
222	Survey Project Manager Senior III	\$	203.00
SURVEY OFFICE/CAD TECHNICIANS		HOURLY RATE	
177	Survey Technician I	\$	90.00
178	Survey Technician II	\$	102.00
179	Survey Technician Senior I	\$	101.00
180	Survey Technician Senior II	\$	113.00
248	Survey Technician Senior III	\$	119.00
PARTY CHIEFS		HOURLY RATE	
164	Party Chief I	\$	111.00
165	Party Chief II	\$	129.00
166	Party Chief III	\$	137.00
SURVEY FIELD CREW		HOURLY RATE	
160	Field Technician Apprentice I	\$	56.00
247	Field Technician Apprentice II	\$	69.00
161	Field Technician I	\$	83.00
162	Field Technician II	\$	92.00
163	Field Technician III	\$	102.00
OFFICE		HOURLY RATE	
280	Accountant I	\$	95.00
345	Accountant II	\$	109.00
346	Accountant III	\$	122.00
347	Accountant Senior I	\$	138.00
154	Accounting Assistant I	\$	67.00
155	Accounting Assistant II	\$	78.00
156	Accounting Assistant III	\$	90.00
140	Administrative Assistant I	\$	60.00
141	Administrative Assistant II	\$	71.00
142	Administrative Assistant Senior I	\$	83.00
235	Administrative Assistant Senior II	\$	94.00
143	Administrative Coordinator	\$	95.00
281	Billing Specialist I	\$	92.00
315	Billing Specialist II	\$	103.00
220	Client Development Manager I	\$	125.00
223	Client Development Manager II	\$	148.00

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and American Society of Civil Engineers. All rights reserved.

224	Client Development Manager III	\$	171.00
263	Client Development Manager IV	\$	193.00
264	Client Development Manager V	\$	229.00
159	Client Development Director	\$	209.00
266	Client Manager I	\$	134.00
267	Client Manager II	\$	151.00
268	Client Manager III	\$	167.00
157	Controller	\$	192.00
289	Corporate Communication Lead	\$	136.00
310	Digital Media Coordinator I	\$	110.00
153	Graphic Designer I	\$	93.00
250	Graphic Designer II	\$	105.00
237	HR Assistant I	\$	70.00
238	HR Coordinator Senior I	\$	109.00
158	HR Manager	\$	188.00
291	IT Systems Manager	\$	158.00
292	IT Systems Administrator	\$	100.00
147	IT Applications Manager	\$	158.00
148	IT Manager	\$	198.00
144	IT Intern I	\$	58.00
145	IT Technician I	\$	69.00
146	IT Technician II	\$	82.00
149	Marketing Assistant I	\$	59.00
150	Marketing Assistant II	\$	74.00
151	Marketing Coordinator I	\$	89.00
152	Marketing Coordinator II	\$	103.00
309	Marketing Coordinator Senior I	\$	112.00
308	Office Services Coordinator	\$	76.00
239	Office Services Manager	\$	124.00
251	Organizational Development Specialist	\$	113.00
269	Organizational Development Lead	\$	134.00
296	Recruiter	\$	149.00

These charges include full compensation for payroll costs, general overhead, administration and anticipated profit on labor. Charges for items other than labor which are applicable to the project are listed on Schedule #2.

Personnel usually perform duties related to their classification; however, in the interest of efficiency, personnel with diversified experience may perform several types of work; in all cases, charges will be made according to payroll classification and not according to the type of work performed.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
5/7/2024

COUNCIL MEETING DATE: May 7, 2024		SUBMITTED BY: David Goedeken - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Interlocal Cooperation Act Agreement - Southern Sarpy Watersheds Partnership (SSWP)

SYNOPSIS/BACKGROUND:
Interlocal Cooperation Act Agreement with Papio-Missouri River Natural Resources District (PMRNRD) in partnership with cities of Bellevue, Gretna, Papillion, and Springfield and Sarpy County to act in concert and proposing, enacting and implementing common standards for development and cost-sharing of the southern Sarpy County watershed that drains to the Platte river.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Interlocal Cooperation Act Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Interlocal Cooperation Act Agreement Southern Sarpy Watersheds Partnership

START DATE: 7/1/2024 END DATE: 6/30/2029 PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
City Council review and approve and authorize the Mayor to sign the Interlocal Cooperation Act Agreement for the Southern Sarpy Watersheds Partnership with PMRNRD, cities of Bellevue, Gretna, Papillion, and Springfield and Sarpy County.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Sirique Bortilla

[Signature]

[Signature]

**INTERLOCAL COOPERATION ACT AGREEMENT
SOUTHERN SARPY WATERSHEDS PARTNERSHIP**

THIS INTERLOCAL COOPERATION ACT AGREEMENT (hereinafter referred to as “**this Agreement**”) is intended to create a voluntary mechanism for the purpose of addressing important subjects of concern to the interested governments (hereinafter referred to as “**the Interested Governments**”) situated in whole or part within the Southern Sarpy Watersheds that drain to the Platte River (hereinafter referred to as “**the Watersheds**”), the Interested Governments consisting of the following governmental entities, to-wit: the **CITY OF BELLEVUE**, Nebraska; the **CITY OF GRETNA**, Nebraska; the **CITY OF PAPIILLION**, Nebraska; the **CITY OF SPRINGFIELD**, Nebraska; the **COUNTY OF SARPY**, Nebraska; and, the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**; provided, however, this Agreement is made and entered as an Interlocal Cooperation Act Agreement by and among only those of the Interested Governments which have duly executed this Agreement at the foot hereof, such signatory entities (hereinafter referred to collectively as “**the Parties**,” “**the Southern Sarpy Watersheds Partnership**” or “**the Partnership**”), thus signifying the intent of the Parties to act, and contribute their resources, as members of the “Southern Sarpy Watersheds Partnership,” which is hereinafter defined and described.

WHEREAS, the Sarpy Southern Ridge Wastewater Treatment Study was commissioned in 2015 and identified areas of new development in Sarpy County that were not covered by the existing Watershed Management Plan;

WHEREAS, the Partnership originally was formed through an Interlocal Cooperation Act Agreement dated on July 1, 2019 (hereinafter referred to as the “Initial Agreement”), and expiring on June 30, 2024;

WHEREAS, by the Parties continuing to act in concert and proposing, enacting, and implementing common standards for development, there will be continued increases in effectiveness and in cost-sharing capability within the Partnership, particularly to address federally-imposed requirements and mandates which must be funded locally;

WHEREAS, other premises, justify the formation of the Partnership, including, without limitation:

- The hydrology of the Watersheds for the Flood Insurance Study is incomplete and existing hydrology needs to be updated;
- Urbanization of the Watersheds and associated impervious areas will increase;
- The benefits of reducing existing and future flood impacts in the Watersheds, including: decreased public and private property damages, reduced potential loss of life, lower flood insurance costs, and decreased cost to taxpayers and public agencies for flood disaster relief;
- Improvement of water quality in streams and reservoirs will result in increased fish, aquatic, and riparian habitat; recreational improvements; reduction of reservoir operation and maintenance costs; and improved aesthetics;
- Potential increased recreational opportunities from the work of the Partnership could include: green spaces (picnic areas, outdoor activities), boating, canoeing, fishing, trail systems, riparian areas for bird watching, nature hikes, education, wildlife viewing, etc.;
- Techniques which could be employed by the Partnership include:

- implementation of low impact development techniques and other green infrastructure to address stormwater quality and quantity issues;
- facilitation of multi-use storm water structures;
- pursuing establishment of stormwater utility enabling legislation;
- minimization of future fill and construction in the FEMA-designated floodplain/floodway in the Southern Sarpy Watersheds;
- implementing better site design that minimizes impervious surfaces, utilizes techniques to mimic natural hydrology, and approximates pre-development runoff conditions;
- updating hydrology to current and future conditions; formulating a master drainage plan for the Watersheds;
- providing adequate construction and maintenance funding;
- buy-outs/relocations of structures in flood prone areas;
- providing increased upstream flood storage;
- enhancing public education and outreach;
- implementation of new construction site management practices;
- development of new development/redevelopment standards;
- implementation of an illicit discharge program;
- enhance environmental aspects of public street maintenance;
- reducing the environmental impacts of herbicide, pesticide, and fertilizer application;
- developing a water quality and quantity monitoring program;
- developing an industrial site inspection program;

- construction of retention/detention ponds designed for both water quantity and quality;
 - restoration, creation and enhancement of wetlands; preservation of riparian areas;
 - environmental restoration of streams;
 - creation of buffer strips;
 - use of grassed swales for drainageways;
 - updating of design and construction standards;
 - application of standardized ordinances/regulations throughout the Watersheds; and,
 - implementation of new set back ordinances/regulations and open drainage requirements.
- Standardization of the construction development permit process which would reduce liability to landowners from flooding and erosion problems and reduce sediment runoff during construction; and
 - A coordinated effort will improve compliance with federal, state, and local regulations.

WHEREAS, in carrying out its mission, the Partnership will work cooperatively with, but not limited to, the U.S. Army Corps of Engineers, the Metropolitan Area Planning Agency, the USDA Natural Resources Conservation Service, the Nebraska Game and Parks Commission, the Nebraska Department of Environment and Energy, the Nebraska Department of Natural Resources, the University of Nebraska, the University of Nebraska Cooperative Extension, and State and County Health Departments.

WHEREAS, as part of implementing the federally-imposed NPDES requirements where necessary, and to address stormwater management on a watershed-wide basis, Stormwater Management Policies (hereinafter referred to

collectively as the “**Policies**”) were developed. The Policies developed through the Partnership consist of six (6) Policy Groups, headed as follows:

- #1 Water Quality Improvement;
- #2 Peak Flow Management;
- #3 Stream Corridor Preservation;
- #4 Erosion and Sediment Control and Other BMPs;
- #5 Floodplain Management; and
- #6 Storm Water Management Financing.

The texts of the Stormwater Management Policies are attached hereto as **Exhibit “A”** and incorporated herein by this reference.

WHEREAS, the Watersheds Management Plan Map and Watersheds Implementation Plan Map (hereinafter referred to collectively as the “**Plans**” and are attached hereto as **Exhibits “B” and “C”**) and Policies are intended to be adopted, in total, by the respective members of the Partnership, using their respective land use review and adoption processes (typically reviewed by a Planning Commission or Board and then review and adoption by the elected Board or Council); provided this agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Parties agree as follows:

1. **Authority:** This Agreement is an agreement for collective and cooperative action made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801, R.R.S., 1943, et seq.), without a separate entity being created, and, whenever possible, this Agreement shall be construed in conformity therewith.

2. **Mission:** It shall be the mission of the Partnership to address issues related to surface water quality and storm water quantity in the Watersheds by establishing and implementing regionally common goals and standards for the development of the Watersheds.
3. **Applicability:** Parties of the partnership having jurisdiction over land area in the Watersheds as shown in the Plans expect and intend that planning activities within the Watersheds for projects of the Partnership will, insofar as feasible, apply universally to all such land areas unless specifically excluded by the respective partnership member.
4. **Goals:** The Partnership shall have as its goals:
 - a) Assisting the Parties that have NPDES stormwater permits in the implementation of those elements and of other programs and projects that are reasonably and feasibly undertaken by collective action of the Partnership;
 - b) Compliance with Federal, State, and local storm water quality and quantity regulations;
 - c) Improvement of water quality in the Watersheds' streams and reservoirs;
 - d) Restoration of streams to their natural state and function to support biodiversity, recreation, flood management, and landscape;
 - e) Standardization of the construction development process and evaluation of its effectiveness;
 - f) Assessment and characterization of current water quality and quantity conditions for the Watersheds;
 - g) Environmental compliance;
 - h) Sediment and erosion control;
 - i) Floodplain management; and,

j) Development of and updates to the Policies as shown in Exhibit A.

5. **Executive Committee:** The Parties shall establish an Executive Committee consisting of one representative from each entity that is a member of the Partnership. Each representative shall have one vote and all actions of the Executive Committee shall require a recorded vote. A quorum (at least two-thirds of Parties) must be present for any action requiring a vote. Unless otherwise specified, a majority of those Parties present shall be required for approval of any proposed action. In the event that there is a tie in votes of those Parties present when selecting the next project to be taken on by the Partnership, the Administering Agent, as defined below, shall select the next project. It is understood that the authority of each Executive Committee representative to act on behalf of his/her respective elected board or council shall be defined by that Party's respective board or council.

6. **Administering Agent:** The Executive Committee designates the Papio-Missouri River Natural Resources District (hereinafter referred to as the "NRD"), or other member of the Partnership which is willing to serve in such capacity, as Administering Agent to administer this Agreement. The Administering Agent serves at the pleasure of the Executive Committee and performs duties assigned by the Executive Committee, which may include, without limitation:

- a) Seeking any state legislation which a majority of the Parties determine necessary to support the work of the Partnership;
- b) Designating such personnel and assistance which shall be deemed desirable to support the work of the Partnership;
- c) Preparing, presenting and distributing educational materials;

- d)** Organizing meetings of the Parties and interested persons to share knowledge and compare projects and programs of all involved;
- e)** In July of each year, set meetings for one year and post those meeting dates on the Partnership's website and email to the Parties and others;
- f)** Prepare written minutes of the action items and record votes for each meeting;
- g)** Post Partnership meeting agendas 7 days prior to meeting date on the Partnership's website. Action items involving an expenditure of funds may not be added to an agenda following its posting;
- h)** Preparing reports on the work of the Partnership;
- i)** Entering into contracts on behalf of the Partnership as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of the Parties;
- j)** Holding and maintaining the Partnership Fund, calculating the amount of money necessary to be raised by contributions each year in order to carry out the work of the Partnership, and making requests for contributions from the Parties, all as the Executive Committee directs; and
- k)** Disbursing the Partnership Fund as directed by the Executive Committee and reimbursing members of the Partnership for expenditures made on behalf of the Partnership or for the reasonable value of activities performed on behalf of the Partnership, as reasonable value is determined by the Executive Committee.

Provided, however, and notwithstanding any provisions of this agreement to the contrary, when a member of the Partnership is acting as the Administering Agent under this Agreement and administering the

directions, recommendations and requests of the Executive Committee, the governing body of the Administering Agent has the authority to make such determinations and take and implement such actions as such governing body, in its sole discretion, determines lawful, feasible and reasonable.

7. **Implementation:** The Partnership intends and agrees that the Plans and Policies, and other beneficial programs and projects meeting the mission and goals of this Agreement, will be implemented as follows:

- a) Responsibility for implementation of an element of the Plans and Policies therein identified solely for individual action by a Party will rest with the respective member(s) of the Partnership upon whom the primary duty to implement such element has been imposed by law or regulation. Regulations or ordinances implementing elements of the Plans and Policies will be adopted by each member of the Partnership as appropriate. The provisions of such regulations or ordinances shall indicate the geographic jurisdictional limits to which such regulation or ordinance shall apply. This agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations or ordinances.
- b) Subject to the availability of funds, implementation of those elements of the Plans and Policies therein identified for action by the Partnership or Parties shall be undertaken by the Partnership collectively; provided, however, no voluntary collective undertaking by the Partnership shall be deemed to relieve a Party of a primary duty imposed upon such member by law or regulation.
- c) Any elements of the Plans and Policies, alternatively, may be voluntarily undertaken by the Partnership collectively if the

Executive Committee determines that such course of action is reasonable and feasible.

- d) If the Executive Committee determines that such course of action is reasonable and feasible, the Partnership may voluntarily and collectively undertake beneficial programs and projects meeting the mission and goals of this Agreement.

8. Funding: Funding shall be administered as follows:

- a) The Partnership Fund shall be held by the Administering Agent in an interest-bearing account in trust for the Parties contributing thereto, in proportion to their contributions, and shall be expended as the Executive Committee directs to equitably distribute the cost of administering a Stormwater Management Program, to meet the mission and goals of this Agreement, establishing mechanisms for long-term funding and authorization for additional planning and implementation of such programs and projects, and for performance of other activities described in this Agreement. The Partnership Fund shall be funded and administered as follows:

- i) On the first day of July after the effective date of this Agreement, each Party shall make a contribution to the Partnership Fund in the amount shown, opposite such Party's name, in the third column of the table attached hereto as **Exhibit "D"** and incorporated herein by reference. For subsequent years during the term of this Agreement, the Administering Agent shall request total annual contributions which shall not exceed \$200,000 from the Parties in the amounts necessary to carry out the work of the Partnership. The amounts of such subsequent-year contributions for each

Party shall be determined by the Executive Committee prior to the first day of April of such subsequent year and paid by the Parties before the first day of July of such subsequent year. These subsequent-year contributions shall be 33% of the total contributions for the NRD and a computed percentage (expressed as a whole number) of the total annual contributions for each of the remaining parties, as shown in Exhibit D;

- ii) Each year during the term of this Agreement, and from time to time as any Party may reasonably request, the Administering Agent shall furnish to the Parties written statements of the condition of the Partnership Fund;
 - iii) Grants or contributions made by non-members of the Partnership shall not be deemed to offset or diminish the obligations of the Parties under this Agreement; and
 - iv) If any Party fails to contribute to the Partnership Fund as requested pursuant to this Agreement, such Party's involvement and membership in the Partnership shall be terminated upon written notice of termination given by the Administering Agent to such Party.
- b) The Administering Agent shall establish, hold, maintain, and disburse the Watersheds Fund. The Watersheds Fund shall be comprised of Watershed Management Fees (as defined below) to equitably distribute the capital cost of implementing structural water quality and quantity controls among new development or significant redevelopment within the Watersheds and to the general public. Based on an initial framework and rates set for Watersheds Management Fees (hereinafter referred to as "**Watershed Fees**")

defined in Policy Group #6 in the Stormwater Management Policies, the Partnership does hereby agree to implement the Plans, attached hereto as Exhibit “B” and Exhibit “C” respectively, or as may be amended in three (3) to five (5) year increments through provisions in this Agreement, as follows:

- i) The cities of BELLEVUE, GRETNA, PAPILLION and SPRINGFIELD, and the County of SARPY (all hereinafter referred to collectively as “**Zoning Jurisdictions**”) agree to collect Watershed Fees from new development within the Southern Sarpy Watersheds, such Watershed Fees to be collected and earmarked specifically for development of a Southern Sarpy Watersheds Management Plan and implementation of a Stormwater Management Program, as follows, to-wit:
 - a) Each Zoning Jurisdiction shall adopt a regulation or ordinance authorizing the collection of the Watershed Fees, according to **Exhibit “E”** for new development and significant redevelopment and authorizing the transfer of such fees to the Administering Agent, consistent with the provisions of this Agreement.
 - b) On or before July 1st of each calendar year, each Zoning Jurisdiction shall remit to the Administering Agent the Watershed Fees paid to or collected by such Zoning Jurisdiction on or before June 1st of such calendar year. Such Watershed Fees received by the Administering Agent shall be held by the Administering Agent in a separate, interest-bearing account, to be known as the

“Watersheds Fund,” in trust for the Parties of the Partnership contributing thereto in proportion to their contributions, earmarked specifically for development of a Southern Sarpy Watersheds Management Plan and implementation of a Stormwater Management Program and expended by the Administering Agent as further provided in this Agreement;

c) Each Zoning Jurisdiction shall, in general, adopt a framework consisting of three Watershed Fee classifications, to-wit:

(1) “Single Family Residential Development” (generally consisting of single-family and multi-family dwelling units up to 4-plexes, or as otherwise determined by the zoning jurisdiction). It is assumed that the density of single family development will be 3.5 residential units per acre. Watershed Fees shall be assessed per dwelling unit or equivalent prorated average area of lot basis; as shown in the table in Exhibit E;

(2) “High-Density Multi-Family Residential Development” (consisting of other multi-family residential dwelling units determined by the local zoning jurisdiction to represent High density development) shall be assessed per gross acre as shown in the table in Exhibit E and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff.

Such “High-Density Development” Watershed Fees shall be 1.25 times “Single Family Residential Development” Watershed Fees when considered on an estimated dwelling unit per gross acre basis; and

(3) “Commercial/Industrial/Institutional”

Development shall be assessed per gross acre as shown in the table in Exhibit E and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff. Such Commercial/Industrial/Institutional Watershed Fees shall be 1.5 times “Single Family Residential Development.”

- d) At five (5) year intervals, the Partnership shall review the Watershed Fees framework and rates with respect to availability of needed funds and rate of development within the Watersheds. Subsequent changes to the Watershed Fees framework and rates, indicated by such review, shall be subject to formal approval by the respective local zoning jurisdictions and the Administering Agent.

- 9. Title to Property.** Title to any tangible property (e.g., monitoring equipment) obtained using funds contributed by parties of the Partnership pursuant to this Agreement shall be held in the name of the Administering Agent in trust for the parties of the Partnership in proportion to their total contributions to the Partnership Fund and Watersheds Fee Fund.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.
11. **Effective Date:** This Agreement shall become effective on July 1, 2024 or earlier upon approval by all parties.
12. **Duration of Agreement:** The initial term of this Agreement shall be in effect until June 30, 2029; thereafter, the agreement shall automatically renew for one (1) year terms unless the agreement is mutually terminated by all parties. .
13. **Termination.** Involvement of any party with the Partnership, and responsibilities under this Agreement, except for the responsibilities of the Parties under Paragraph 8(b) to collect Watershed Fees and remit the same to the Administering Agent, may be terminated by such member without cause effective upon 60 days written notice to the other parties of the Partnership. Termination of a party's involvement with the Partnership pursuant to this Agreement shall not operate to terminate this Agreement nor shall it affect any rights obtained under this Agreement, prior to such notice of termination being given, for costs incurred or moneys advanced, or for actions taken or responsibilities assumed, by another party of the Partnership during the term of and pursuant to this Agreement. The Parties' obligations under Paragraph 8(b) shall survive any termination provided for under this paragraph until this Agreement's expiration date of June 30, 2029.
14. **Additional Planning and Implementation.** The Parties may amend or supplement this Agreement from time to time as may be deemed

necessary to provide long-term funding and authorization for additional planning and implementation of beneficial programs and projects to meet the mission and goals of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties pursuant to resolutions duly adopted by their respective governing boards.

[Signature page(s) next]

INTERLOCAL COOPERATION ACT AGREEMENT
SOUTHERN SARPY WATERSHEDS PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Bellevue, Nebraska on this ____ day of

_____, _____.

THE CITY OF BELLEVUE, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

**INTERLOCAL COOPERATION ACT AGREEMENT
SOUTHERN SARPY WATERSHEDS PARTNERSHIP**

SIGNATURE PAGE

Executed by the City of Gretna, Nebraska on this _____ day of

_____, _____.

THE CITY OF GRETNA, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
SOUTHERN SARPY WATERSHEDS PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Papillion, Nebraska on this ____ day of
_____, 2014.

THE CITY OF PAPIILLION, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

**INTERLOCAL COOPERATION ACT AGREEMENT
SOUTHERN SARPY WATERSHEDS PARTNERSHIP**

SIGNATURE PAGE

Executed by the City of Springfield, Nebraska on this ____ day of

_____, _____.

THE CITY OF SPRINGFIELD, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
SOUTHERN SARPY WATERSHEDS PARTNERSHIP

SIGNATURE PAGE

Executed by the County of Sarpy, Nebraska on this _____ day of

_____, _____.

THE COUNTY OF SARPY, NEBRASKA

BY _____
CHAIRPERSON, COUNTY BOARD

Attest:

COUNTY CLERK

**INTERLOCAL COOPERATION ACT AGREEMENT
SOUTHERN SARPY WATERSHEDS PARTNERSHIP**

SIGNATURE PAGE

Executed by the Papio-Missouri River Natural Resources District on this
15th day of April, 2024.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

BY _____
GENERAL MANAGER



EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

POLICY GROUP #1: WATER QUALITY IMPROVEMENT

POLICY: Improve water quality from all contributing sources, including but not limited to, agricultural activities and urban stormwater, such that waters of the Southern Sarpy Watershed and other local watersheds can meet applicable water quality standards and community-based goals, where feasible.

REQUIREMENTS:

- 1) *Water Quality LID* shall be required on all *new developments* and *significant redevelopments*.

GOALS:

- 1) Protect surface and groundwater resources from soil erosion (sheet and rill, wind erosion, gully and *stream* bank erosion), sedimentation, nutrient and chemical contamination. Buffer strips and riparian corridors should be established along all *stream* segments.
- 2) Preserve and protect wetland areas to the fullest extent possible to maintain natural hydrology and improve water quality by minimizing the downstream transport of sediment, nutrients, bacteria, etc. borne by surface water runoff.
- 3) Support the Nebraska Department of Environment and Energy (NDEE) in an accelerated *TMDL* development process that addresses potential pollutant sources in a fair and reasonable manner based on sound technical data and scientific approach.
- 4) Implement *Best Management Practices (BMPs)*, as identified in the Lower Platte River Basin *Water Quality Management Plan (WQMP)*, to reduce both urban and rural pollution sources, maintain or restore designated beneficial uses of *streams* and surface water impoundments, minimize soil loss, and provide sustainable production levels.

SEE APPENDIX A – DEFINITIONS FOR *REFERENCED INFORMATION*

EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

POLICY GROUP #2: PEAK FLOW MANAGEMENT

POLICY: Maintain stormwater *peak discharge* during development and after *full build-out land use conditions* from that which existed under *baseline land use conditions*.

REQUIREMENTS:

- 1) All *new developments* and *significant redevelopments* shall maintain or reduce peak discharge rates during the 2- and 10-year storm event under baseline land use conditions.

GOALS:

- 1) Limit increases in *peak flow* for frequent storm events to prevent excessive flooding and erosion.
- 2) Reduce the potential risk of damage to infrastructure.

SEE APPENDIX A – DEFINITIONS FOR *REFERENCED INFORMATION*

EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

POLICY GROUP #3: STREAM CORRIDOR PRESERVATION

POLICY: Utilize landscape preservation, restoration, and conservation techniques to meet the multi-purpose objectives of enhanced aesthetics, quality of life, recreational and educational opportunities, pollutant reduction, and overall stormwater management.

REQUIREMENTS:

- 1) For *new development* or *significant redevelopment*, provide a *stream setback* of 3:1 plus a minimum 50 feet along all *streams* based upon a current channel survey (within 12 months of preliminary plat submission).
- 2) All landscape preservation features as required in this policy or other policies, including all stormwater and LID strategies, *stream* setbacks, existing or mitigated wetlands, etc., identified in new or significant redevelopment shall be placed into an outlot, within public right of way or otherwise approved easement.
- 3) All new or improved *stream* crossings of roads and utilities must incorporate grade control measures designed to prevent *stream* degradation of more than four (4) feet. Such measures shall be designed, permitted and installed according to the Southern Sarpy Watersheds Partnership Guidance Document. Site conditions shall be verified before construction. These road and utility crossings are not eligible for Partnership reimbursement.
- 4) Grade control measures shall be installed along all *streams* with a drainage area of at least 0.5 square miles as identified in the Southern Sarpy Watershed Management Plan. Beginning at the downstream end of all new developments and significant redevelopments, approved grade control structure(s) designed to prevent *stream* degradation of more than four (4) feet shall be designed, permitted and installed according to the Southern Sarpy Watersheds Partnership Guidance Document. Site conditions shall be verified before construction. Construction costs of grade control measures shall be reimbursed by the Partnership subject to the Grade Stabilization Reimbursement Policy, which is detailed in Policy Group #6: Stormwater Management Financing.
- 5) These policies are intended to provide a minimum requirement for new development or significant redevelopment. Site conditions may warrant additional setback distance or other *stream* stabilization measures.

GOALS:

- 1) Prevent *stream* degradation of more than four (4) feet along any *stream* with a drainage area of at least 0.5 square miles.
- 2) Develop a continuous *stream* corridor for multi-purpose benefits including ecosystem restoration and recreation.

SEE APPENDIX A – DEFINITIONS FOR REFERENCED INFORMATION

EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

**POLICY GROUP #4: EROSION AND SEDIMENT CONTROL
AND OTHER BMPs**

POLICY: Promote uniform *erosion and sediment control* measures by implementing consistent rules for regulatory compliance pursuant to State and Federal requirements, including the adoption of the Omaha Regional Stormwater Design Manual.

REQUIREMENTS:

- 1) Construction site stormwater management controls shall include both erosion and sediment control measures.
- 2) The design and implementation of post-construction, permanent erosion and sediment controls shall be considered in conjunction with meeting the intent of other Stormwater Management Policies.

GOALS:

- 1) Protect valuable land resources, *stream* and drainage corridors, and other surface waters from excessive erosion and sedimentation.

SEE APPENDIX A – DEFINITIONS FOR *REFERENCED INFORMATION*

EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

POLICY GROUP #5: FLOODPLAIN MANAGEMENT

POLICY: Participate in the FEMA National Flood Insurance Program, update FEMA *floodplain* mapping throughout the Southern Sarpy Watershed and enforce floodplain regulations.

REQUIREMENTS:

- 1) Floodplain management coordination among all jurisdictions within the Southern Sarpy Watershed and the Papio-Missouri River Natural Resources District (Papio NRD) is required.
- 2) Filling of the *floodway fringe* associated with *new development* within the Southern Sarpy Watershed's *stream* system (Platte and Elkhorn Rivers not included) shall be limited to 25% of the floodway fringe in the floodplain development application project area unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a *floodway overlay zone*. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction.
- 3) The *low chord elevation* for bridges crossing all *streams* within FEMA designated floodplains shall be a minimum of one (1) foot above the *base flood* elevation for existing conditions hydrology using best available data.
- 4) Developments in areas with no FEMA Special Flood Hazard Area defined must provide hydrologic and hydraulic analyses which utilize full build-out conditions to ensure new development will be reasonably safe from flooding, per 44 CFR § 60.3(a).

GOALS:

- 1) Holistic floodplain management applied throughout the watershed to protect its citizens, property, and natural resources.

SEE APPENDIX A – DEFINITIONS FOR *REFERENCED INFORMATION*

EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

POLICY GROUP #6: STORMWATER MANAGEMENT FINANCING

POLICY: Dedicated, sustainable funding mechanisms shall be developed and implemented to meet capital and operation and maintenance obligations needed to implement NPDES *Stormwater Management Plans*, Stormwater Management Policies, and the Southern Sarpy Watershed Management Plan.

REQUIREMENTS:

- 1) All *new development* and *significant redevelopment* will be required to fund the planning, implementation, and operation and maintenance of *Water Quality LID*.
- 2) A Watershed Management Fee System shall be established to equitably reimburse the construction cost of implementing the Southern Sarpy Watershed Management Plan in the watershed by the distribution of fees collected for that purpose. Such Watershed Management Fees shall only apply to new development or significant redevelopment within the Southern Sarpy Watershed and the initial framework shall consist of the following provisions:
 - a. Collection of fees and public funding shall be earmarked specifically for the construction of projects called for in the Southern Sarpy Watershed Management Plan. Fees may also be used to fund tasks such as construction site inspection, water quality monitoring, and reporting activities. Furthermore, the fee may be used to commission studies for the purposes of watershed planning, flood hazard mapping, and other planning activities.
 - b. Multiple fee classifications shall be established which fairly and equitably distribute the cost of these projects among all undeveloped areas in the Southern Sarpy Watershed.
 - c. Watershed Management Fees shall be paid to the applicable local zoning jurisdiction with building permit applications.
 - d. Watershed Management Fee revenues shall be transferred from the applicable local zoning jurisdiction to a special Papio NRD account via inter-local agreements.
 - e. Watershed Management Fee revenues are intended to provide the construction costs of grade control measures required for new development and significant redevelopment. Revenues may also be used for Partnership led projects deemed necessary by the Partnership as defined in the Watershed Management Plan. On approximately three-year intervals, the Southern Sarpy Watershed Management Plan and Watershed Management Fee framework shall be reviewed with respect to availability of needed funds and rate of development within the Southern Sarpy Watershed by the parties involved (local zoning jurisdictions, Papio NRD, and the development community). Subsequent changes thereto shall be formally approved by the respective local zoning jurisdictions and the Papio NRD.

GOALS:

- 1) The Partnership will continue to work towards establishing a Stormwater Utility Fee System to equitably distribute the costs for ongoing operation and maintenance of all stormwater BMPs and infrastructure among all existing property owners within NPDES MS4 permittees.

EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

GRADE STABILIZATION REIMBURSEMENT POLICY (see Policy 3):

Grade control measures required for this policy for all new development and significant redevelopment are eligible for reimbursement of construction costs from Watershed Management Fee revenues. This does not apply to utility crossings, road crossings, or maintenance of existing crossings.

Partnership Responsibilities:

- 1) Each community will be responsible for review of the proposed grade control measures for each new development or significant redevelopment to ensure compliance with the guidelines of the Watershed Management Plan.
- 2) The Partnership will maintain a database of approved line items and reasonable unit costs for construction of approved grade control measures. This database will be regularly reviewed and updated as needed, no less than once per year.
- 3) The Papio NRD will accept applications for reimbursement of the construction costs of grade control measures. 100% reimbursement of construction costs will be paid based on review of project costs versus the database of reasonable costs, subject to availability of funding.
- 4) If funding is limited, the project will be placed on a waiting list for reimbursement when funds become available.

Sponsor Responsibilities:

- 1) The Sponsor shall obtain all land rights for the project at no cost to the Partnership.
- 2) The Sponsor shall follow design guidance provided or referenced within this document.
- 3) The Sponsor shall administer all contracts for design, construction, and construction inspection.
- 4) The Sponsor must obtain all local, state, and federal permits necessary for the project.
- 5) The Sponsor must execute a Maintenance and Easement Agreement for the project.
- 6) The Sponsor shall hold and save the Partnership Members free from damages or claims due to the design, construction, or operation and maintenance of the project.

Requesting Reimbursement:

- 1) Upon completion of construction, reimbursement may be requested by the sponsor by providing the following:
 - a. A letter of acceptance of improvements from the local jurisdiction
 - b. Copies of final pay estimates which show total units, unit costs, and total component costs
 - c. Signed and recorded Maintenance Agreements
 - d. As-built plans
- 2) Project unit costs will be limited to a reasonable range to be determined by the Partnership, reviewable upon noticeable changes in unit costs provided on local, similar projects.
- 3) Progress payments on individual components will not be allowed.

SEE APPENDIX A – DEFINITIONS FOR REFERENCED INFORMATION

EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

APPENDIX A – DEFINITIONS

- 1 **Base Flood** – The flood having a one percent chance of being equaled or exceeded in magnitude
in any given year (commonly called a 1% Annual Chance flood or 100-year flood). [Adapted
from Chapter 31 of Nebraska Statutes]
- 2 **Baseline Land Use Conditions** – The pre-developed conditions which existed in Year 2022 based
on the NIROC aerial photography and LiDAR survey.
- 3 **Best Management Practice (BMP)** – “A technique, measure or structural control that is used for
a given set of conditions to manage the quantity and improve the quality of stormwater runoff
in the most cost-effective manner.” [Source: U.S. Environmental Protection Agency (EPA)]
- 4 **Channel Bottom Edge** – The physical transition of the channel bed to the channel bank where
there is a noticeable change in slope. This is not intended to be the edge of any flowage in the
channel at any one time, but rather the base of the vertical component of the channel bank.
- 5 **Comprehensive Development Plans** – Existing plans developed by local jurisdictions that serve
as the basis for zoning and other land use regulations and ordinances. The Stormwater
Management Policies are to be incorporated into the respective Comprehensive Development
Plans.
- 6 **Erosion Control** – Land and stormwater management practices that minimize soil loss caused by
surface water movement.
- 7 **Floodplain** – See Figure 2 below. The area adjoining a *stream*, which has been or may be covered
by flood waters. [Adapted from Chapter 31 of Nebraska Statutes]
- 8 **Floodway** – See Figure 2 below. The channel of a *stream* and the adjacent land areas that are
necessary to be reserved in order to discharge the base flood without cumulatively increasing
the water surface elevation more than one foot. [Adapted from Chapter 31 of Nebraska
Statutes].
- 9 **Floodway Fringe** – See Figure 2 below. That portion of the floodplain of the base flood, which is
outside of the *floodway*. [Adapted from Chapter 31 of Nebraska Statutes]

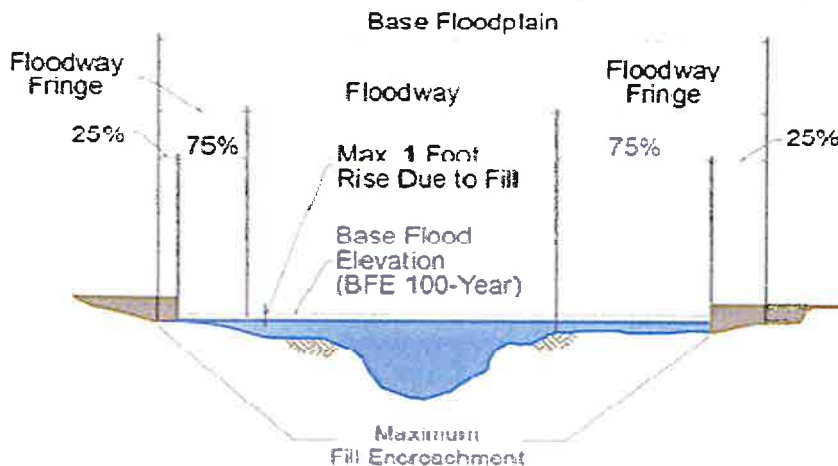


Figure 2 – Floodway Fringe Encroachment Schematic

EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

- 10 Full Build-Out Land Use Conditions – Fully platted developable land use conditions for the Southern Sarpy Watershed are assumed to occur by the Year 2055; or as may be redefined through periodic updates to the respective community and county comprehensive plans.
- 11 Low Chord Elevation – The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
- 12 New Development – New development shall be defined as that which is undertaken to any undeveloped parcel that existed at the time of implementation of this policy.
- 13 Passive Recreation – Passive recreation shall mean features that are constructed at grade and require minimal ground disturbance (no permanent structures or footings, de minimis cut/fill).
- 14 Peak Discharge or Peak Flow – The maximum instantaneous surface water discharge rate resulting from a design storm frequency event for a particular hydrologic and hydraulic analysis, as defined in the Omaha Regional Stormwater Design Manual. The measurement of the peak discharge shall be at the lower-most drainage outlet(s) from a new development or significant redevelopment.
- 15 Sediment Control – Land and stormwater management practices that minimize the transport and deposition of sediment onto adjacent properties and into receiving *streams* and surface water impoundments.
- 16 Significant Redevelopment – Land disturbing activity that results in the creation, addition, or replacement of at least five thousand (5,000) square feet of impervious surface area on an already developed site. Such activity does not include routine maintenance conducted to maintain original line and grade, hydraulic capacity, original purpose of the facility or emergency redevelopment activity required to protect public health and safety.
- 17 Stable Slope Projection – A channel bed slope of 0.08% in the Southern Sarpy Watershed. The stable slope projection is based on a hydraulic assessment which utilizes data from the USDA National Engineering Handbook and a field survey of the existing condition of *stream* segments in the Southern Sarpy Watershed as of May 2018. For more information, see the Southern Sarpy Watershed Management Plan Appendix on Stream Stability Assessment Methodology.
- 18 Stormwater Management Plan (SWMP) – A SWMP is a required part of the NPDES Municipal Separate Storm Sewer System (MS4) permits for the urbanized portion of Sarpy County. Development of Stormwater Management Policies is an integral part of the SWMP, and such policies are to be adopted by respective Southern Sarpy Watersheds Partnership partners.
- 19 Stream – Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. [Adapted from Chapter 31-202 of Nebraska Revised Statutes. May also be referred to as creek or watercourse.]
- 20 Stream Setback – See Figure 1 below. A green space corridor comprised of *stream* setbacks equal to three (3) times the channel depth plus fifty (50) feet (3:1 plus 50 feet) from the edge of the channel bottom on both sides of channel shall be required for any above or below ground structure exclusive of bank stabilization structures, poles, or sign structures adjacent to any *stream* defined within the watershed drainage plan. Grading, stockpiling, and other construction activities are not allowed within the setback area. The setback area must be protected with adequate erosion controls or other Best Management Practices (BMPs). The outer 30 feet adjacent to the *stream* setback limits may be credited toward meeting the landscaping buffer and pervious coverage requirements. The outer 30 feet of the setback area

EXHIBIT A SOUTHERN SARPY WATERSHEDS STORMWATER MANAGEMENT POLICIES

may be used for *passive recreation*. The outer 15 feet of the setback area may overlap with utility easements, subject to prior approval by the local jurisdiction.

A property can be exempt from the *stream setback* requirement upon a showing by a licensed professional engineer that adequate bank stabilization structures or slope protection will be installed in the construction of said structure, having an estimated useful life equal to that of the structure, which will provide adequate erosion control conditions coupled with adequate lateral support so that no portion of said structure adjacent to the *stream* will be endangered by erosion or lack of lateral support. In the event that the structure is adjacent to any *stream* which has been channelized or otherwise improved by any agency of government, then such certificate providing an exception to the *stream setback* requirement may take the form of a certification as to the adequacy and protection of the improvements installed by such governmental agency. If such exemption is granted, a 20-foot setback measured from the top of the bank is required.

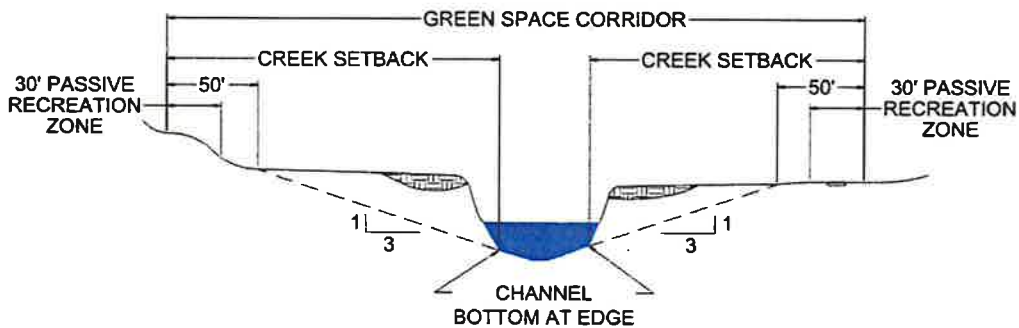


Figure 1 – Green Space Corridor Schematic

- 21 Total Maximum Daily Load (TMDL) – A calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that amount to the pollutant’s sources. Water quality standards are set by States, Territories, and Tribes. They identify the uses for each waterbody, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non-point sources. The calculation must include a margin of safety to ensure that the waterbody can be used for the purposes the State has designated. The calculation must also account for seasonal variation in water quality. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs, and for Nebraska such standards and programs are administered by the Nebraska Department of Environment and Energy. [Source: EPA and Nebraska Surface Water Quality Standards, Title 117].
- 22 Water Quality LID – A level of Low-Impact Development (LID) using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during

EXHIBIT A
SOUTHERN SARPY WATERSHEDS
STORMWATER MANAGEMENT POLICIES

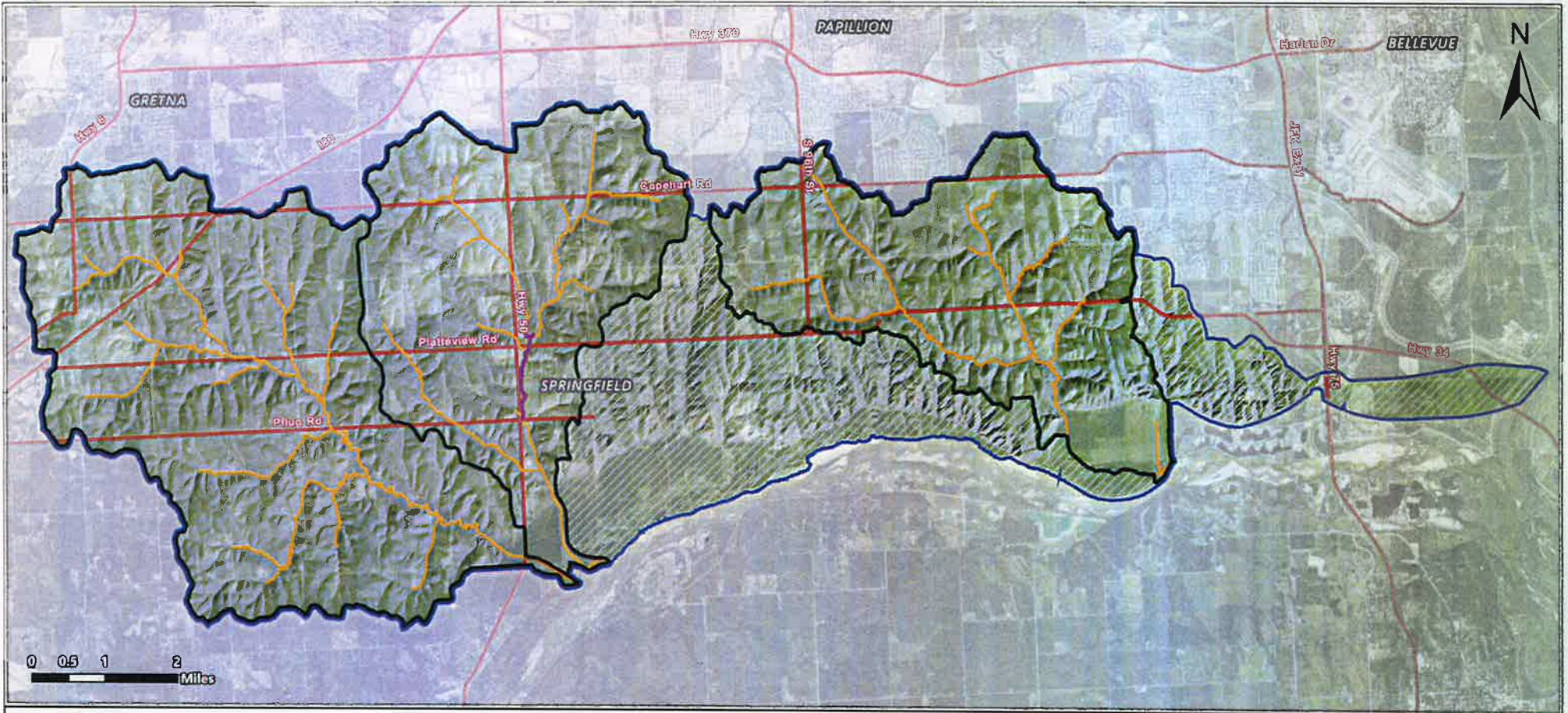
the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.

- 23 Water Quality Management Plan (WQMP) – Plan based on EPA’s nine key elements to achieve improvements in water quality. A WQMP for the Lower Platte River Basin, which includes the Southern Sarpy Watershed, was approved in April 2019 by the EPA and lays out a strategy to systematically address water resource deficiencies in the basin and allows for the management of individual watersheds or other targeted areas. The focus of the Plan is to address impaired waterbodies and satisfy the EPA requirements to be eligible for Section 319 funding. Implementation will be guided on a watershed scale by a comprehensive strategy to address water and land use deficiencies that contribute to the degradation of surface water resources, groundwater resources, and aquatic and terrestrial habitat. The ultimate goal is to delist impaired waterbodies from the 303(d) list.



Exhibit B

Southern Sarry Watersheds Partnership (SSWP) Watersheds Management Plan



- Watershed Boundaries
- Watershed Management Area ^a
- Major Roads
- City of Springfield Channel Stabilization Project ^b
- Stream Project Segments ^c
- Future Planned Study Areas

KEY WATERSHED MANAGEMENT POLICIES

- 1) 2- and 10-year peak discharge maintained by new development
- 2) Green space corridors of 3:1 + 50' maintained along all watercourses (not mapped)
- 3) Grade control structures installed in all streams with a drainage area greater than 0.5 mi² as mapped by the Stream Project Segments.

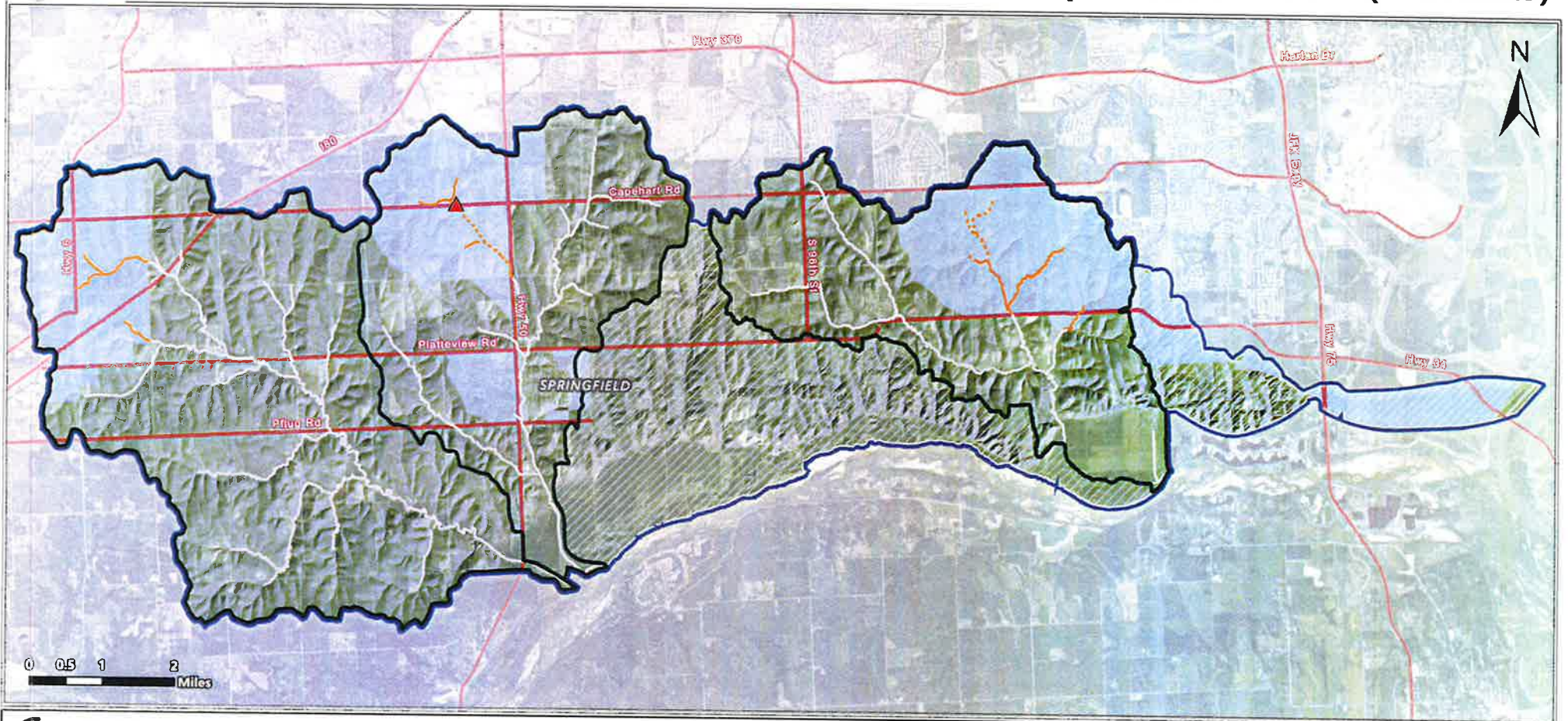
WATERSHED MANAGEMENT COSTS: \$70 Million (in 2022 Dollars)

NOTES

- ^a The Watershed Management Area is the area subject to the plans and policies defined in the Watershed Plan.
- ^b A proposed grade and bank stabilization project by the Partnership.
- ^c 65 miles of stream were identified based on having a drainage area greater than 0.5 mi². Grade stabilization projects designed to prevent more than 4 ft of degradation will be constructed or funded by the SSWP in these streams.

Exhibit C

Southern Sarpy Watersheds Partnership (SSWP) Five Year Implementation Plan (2024-2029)



- Watershed Boundaries
- Watershed Management Area ^a
- Urban Development Zones ^b
- 5-Yr Plan Stream Project Segments - Developer Led ^c
- 5-Yr Plan Stream Project Segments - Partnership Led ^c
- Stream Project Segments Outside 5-Yr Plan
- Proposed Partnership Project ^c
- Future Planned Study Areas

KEY WATERSHED MANAGEMENT POLICIES

- 1) 2- and 10-year peak discharge maintained by new development
- 2) Green space corridors of 3:1 + 50' maintained along all watercourses (not mapped)
- 3) Grade control structures installed in all streams with a drainage area greater than 0.5 mi² as mapped by the Stream Project Segments.

IMPLEMENTATION PLAN COSTS: \$9 Million (in 2022 Dollars)

NOTES

- ^a The Watershed Management Area is the area subject to the plans and policies defined in the Watershed Plan.
- ^b Sarpy County Sewer Agency projection of area anticipated for development used for five-year implementation planning purposes.
- ^c 10 miles of stream were identified based on having a drainage area greater than 0.5 mi² within the Urban Development Zone. Grade stabilization projects designed to prevent more than 4 ft of degradation will be led or funded by the SSWP in these streams.

EXHIBIT D
Annual Partner Contributions

Bellevue	12%	\$ 25,000
Gretna	9%	\$ 17,000
Papillion	13%	\$ 27,000
Springfield	7%	\$ 14,000
Sarpy County	25%	\$ 51,000
Papio NRD	33%	\$ 66,000
Total Annual Contributions	100%	\$ 200,000

P-MRNRD Contribution shall equal 33% of the Total Annual Contributions

Percentage of Zoning Jurisdictions Contributions Calculated as:

$$Contribution\% = \left(0.25 \frac{Population_{Jurisdiction}}{Population_{Total}} + 0.75 \frac{Area_{Jurisdiction}}{Area_{Total}} \right) \times 0.67$$

Definitions:

Population -Jurisdiction	Population within the boundaries of each jurisdiction, including extra-territorial jurisdiction boundaries. Population for Sarpy County is calculated as those residing outside of the ETJ boundaries of communities within the county.
Population - Total	Total population in Sarpy County excluding residents within La Vista's boundaries (including their ETJ)
Area - Jurisdiction	Area of each jurisdiction, including ETJ, within the Watershed Management Area
Area - Total	Total land area of the Watershed Management Area

EXHIBIT E Watershed Fees

Fee Category	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026	July 1, 2026- June 30, 2027	July 1, 2027 June 30, 2028	July 1, 2028 June 30, 2029
Single Family Residential per dwelling unit (also includes low-density multi- family up to 4-plexes)	\$1,058	\$1,090	\$1,122	\$1,156	\$1,191
High-Density Multi-Family Residential per gross acre (beyond 4-plexes)	\$4,656	\$4,795	\$4,939	\$5,087	\$5,240
Commercial/Industrial/Institutional per gross acre	\$5,642	\$5,812	\$5,986	\$6,166	\$6,351

May 2nd, 2024

Permits:

- 795 inspections performed
- 19 new permits for single-family residential dwellings

Planning:

- Traveled to Dallas to meet with waterpark officials
- Conducted a three-day charrette and public open house with Olsson Studio for the Comp Plan/Long-Range Transportation Plan
- Facilitated a Hard Surface Parking waiver request
- Met with HDR to discuss infrastructure needs for the Prairie Hill Farm project

Code Enforcement

Calls – 257

Notices – 78

Zoning – 1

Clean Ups – 0

Tree Removal – 0

First-Class Notices – 14

Officer Initiated – 68

Towed Vehicles – 2

Police

- 4/02 – City Council
- 4/03 – Police Chief's Association of Nebraska (PCAN) call
- 4/05 – Police Chief's Association of Nebraska (PCAN) call
- 4/10 – Meeting with Dr. Biskup
- 4/11 – SDLEA Meeting (Jashinske)
- 4/15 – Meeting with 55th Security Forces – Lt.Col. Ferguson

CITY OF BELLEVUE
ADMINISTRATION REPORT

- 4/16 – City Council
- 4/22-24 – National Assoc. of Women Law Enforcement Executive Conference
- 4/25-26 – FBI National Academy Associates retrainer
- 4/29 – NYU Policing Project meeting

Library (See Attached)

Fire (See Attached)

Public Works (See Attached)

Finance (See Attached)



We Influence The World!

City of Bellevue
Library

1003 Lincoln Road • Bellevue, Nebraska • 68005 • 402-293-3157

M e m o

To: Jim Ristow, City Administrator
From: Julie Dinville, Library Director
Date: 5/01/2024

- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, April 17. Among other items, the Board reviewed terms of board members. Erin Holmes, who has been fulfilling the unexpired term of Katie Peterson, indicated that she would seek re-appointment to the board for a full 5-year term. Her term is coming due in June. The Board also heard an update on the renovation/addition project. A “sneak peak” video of the construction project on the library’s YouTube channel had over 700 hits in less than six days.
- Library staff handed out the final Henry Doorly Zoo passes (150 total) on April 1. The library opened a few minutes early since it was rainy and there was a line. All passes were distributed in about an hour. The next pass distribution will be in October. The passes permit two adults and up to six children to visit the zoo for a day and are asked to show their library card at the zoo.
- Library staff (especially the Technical Services department and shelvers) have completed Radio Frequency Identification (RFID) tagging of the library’s collections. This is over 110,000 individual items throughout all departments. An RFID system will be implemented in the new library, including staff workstations, self-checks, and security gates. The Bellevue Library Foundation is supporting this effort with funds of over \$70,000 for hardware and software.
- The Friends of the Bellevue Public Library provided treats to recognize and support staff during National Library Week, April 7-13. These included breakfast items, frozen treats, and boxed lunches from Panera. The staff were most appreciative of the Friends for recognizing them during this annual celebration of libraries.
- The library had a limited number (100) eclipse glasses to hand out for the partial solar eclipse in Nebraska on Monday, April 8. The glasses were provided courtesy of the Three Rivers Library System. All glasses were distributed within just a few hours.
- The Bellevue Library Foundation honored volunteers with \$20 gift cards during Volunteer Appreciation Week, April 14-20. Forty-six gift cards were distributed to volunteers. Altogether, volunteers of all ages contributed over 3,000 hours in Fiscal Year 2022-2023. They help deliver to homebound patrons, assist with programs, help in the makerspace, work in the book sale room, share their therapy animals with children in a reading program, help make up take-home kits, and support the library in many other ways. The library is very grateful to all the volunteers for their work to help serve the community through the library.
- The Adult Library Program continues through May 12 with over 700 persons registered so far. They can participate in the reading challenge, take part in a wide variety of activities, and enjoy take-home craft kits. Grand prize winners for the ALP will be drawn at the end of the program.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 4/30/2024

A. General Items:

- QA/QI
- Preparing for upcoming paramedic class
- Completed Interviews last week for new firefighters
- Assessing training equipment to determine needs for upcoming paramedic class
- Meeting with Offutt EMS today to discuss possible EMT ride a longs with us
- Paramedic Shift Supervisor Meeting later this week
- Finalizing SharePoint department wide calendar project.
- Working on preparations for May recruit class that Papillion Fire will be participating in and supplying training staff.

B. Training:

- Medication IV setup hands on training
- Fire drill evaluation at all schools
- Children's Hospital training at training site.
- Pediatric Cardiac arrest scenarios.
- Tanker and water shuttle operations

C. Inspections:

- Plan review 1501 Bellevue West new auditorium.
- Plan review remodel Baker's Deli 3614 Twin Creek Rd.
- Plan review remodel 3906 Raynor Parkway.
- Plan review remodel 3906 Raynor parkway # 201.
- Remodel plan review 1502 Harlan Dr. Harbor Freight Tools.
- Fire alarm plan review 1506 W Chandler Rd. Milt's Storage.
- Plan review daycare center 2516 E Chandler Rd.
- Remodel plan review Thanksgiving Lutheran Church 3702 S 370 Plaza.
- Fire sprinkler plan review Bellevue University Field house.
- Remodel plan review Starbuck's 10403 S. 15th St.
- Fire alarm plan review BPS Kumor Center 2812 Arboretum Dr.





City of Bellevue

Fire Department

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- Remodel plan review BTLR Rentals 109 W 34th Ave.
- Remodel plan review Bob's Gym 1001 Ft Crook Rd # 137.
- Fire sprinkler plan review Little Ceasars 848 Cornhusker Rd. # 102.

D. Calls: March 27th through April 30th

Fire – 136

Rescue - 512

E. Ambulance Billing

March 1-31,2024

\$ 351,781.56 in claims were sent to health insurance companies (400 insurance claims).
<\$ 158,301.70 approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$351,781.56)

=====
\$ 193,479.86 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$117,514.52 deposited into the bank March 1-31, 2024

6,592.60 additional revenue in Credit/Debit/HSA card payments

=====
\$124,107.12 TOTAL March 1-31, 2024 rescue fee revenue

Statement billing processes have changed. A new statement vendor is in place and we are currently working on monthly reporting.



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 3/25/2024 through 3/31/2024

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

Staffing Report from 4/1/2024 through 4/7/2024

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



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 4/8/2024 through 4/14/2024

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

Staffing Report from 4/15/2024 through 4/21/2024

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



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 4/22/2024 through 4/28/2024

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



Public Works Director's Report March 28, 2024

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

Public Works Administration:

- Reviewing Engineering documents for New Library Project.
- Attended Comprehensive Plan and Long Range Transportation Plan Stakeholders meeting.
- Working with Google Fiber for initial installation permits.
- Reviewing documents and coordinating progress of Aquatic Park
- Reviewing PW Dept internal policies and personnel

Engineering:

- Various project management projects
 - District III Fire Station, Window Replacement, out for bids
 - 2024 Asphalt Overlay Program, bids received
 - Library Rehab. Project ongoing, anticipate completion late summer 2024
 - 2024 Concrete Rehab. Bids received
 - Schilling Drive Bridge Removal, project completed
 - Restroom Restoration
 - Washington Park, bids received
 - Stonecroft Park, bids received
 - Numerous other future projects drainage/traffic studies, etc.
 - Fairview and Ft Crook Road
 - Fort Crook Road signals
 - Drainageway Studies
 - 2024 CDBG Project, bids received
 - Hwy 370 signal study
- Planning and P&I plan review as needed

Parks:

- Registration for summer recreation programs
 - Spring programs underway





- Bigging mowing operations
- Tree Maintenance and Trimming in misc. parks
- 2024 Construction projects are under design or out for bids
- Trail reconstruction underway in Twin Ridge II Park
- Preparing equipment for summer

Street Maintenance:

- Pothole repairs around town
- Reordering sand gravel and salt following winter operation
- ROW mowing has begun
- Sign and signal repairs
- Reviewing Updated Street Light Agreement with OPPD

Waste Water:

- Lift station inspections
- Preparing State Reports
- South Lift Station Work mostly complete
- Consultant work
 - CIPP Design Process
 - Quail Creek Lift Station plan review
 - Bluff Street Lift Station plan review
 - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for winter mode

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of Snow Equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Monitor Construction work of the new Library
- Remodel work at the Police Department



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Typical maintenance all city facilities
- Preparing pools and pool equipment for summer season



Current Fiscal Year 2023-2024 Financials

The forecast for the year ending September 2024 is expected to be in line with this year’s budgeted net revenues and ending cash reserves. However, due to the Bond Tender Offer and Water Main expenditures, the city may need to amend its 2023-2024 budget. Here is the forecasted performance through the end of the year:

(In Whole Numbers)

City-Wide Financial Forecast- For the Year Ending September 30, 2024 (Preliminary)

	Full Year		
	FYE 2024 Budget	FYE 2024 Forecast	Better / (Worse) Than Budget
Beginning Fund Balances (Cash) 10/1/2023	27,369,100	40,662,959	13,293,859
Property Taxes	37,255,139	37,475,139	220,000
Sales Taxes	18,105,500	17,637,825	(467,675)
Occupation/Business Taxes	1,652,033	2,481,256	829,223
Other Revenues ¹	95,617,420	122,199,963	26,582,543
Total Revenues	152,630,092	179,794,183	27,164,091
Total Resources Available	179,999,192	220,457,142	40,457,950
Personnel	44,358,694	44,029,775	328,919
Department Expenditures	28,174,203	26,621,772	1,552,431
Capital Expenditures	72,574,000	89,704,158	(17,130,158)
Other Expenditures ²	10,523,195	18,108,828	(7,585,633)
Total Expenditures	155,630,092	178,464,533	(22,834,441)
Change in Fund Balance/Cash Reserves	(3,000,000)	1,329,650	4,329,650
Balance Forward/Cash Reserve	24,369,100	41,992,609	17,623,509

¹ Includes Bond Proceeds (Tender Offer & Water Main Bond)

² Includes Bond Expenditures (Tender Offer & Water Main Bond)

Debt

The city continues to manage its debt. After financing the Water Main Extension (which will be recovered over time by connection fees), the bonded indebtedness of the City is \$77,135,000. This is still down from the 9/30/2021 balance.