

^^^+++2nd AMENDED AGENDA+++^^^Bellevue City Council Meeting

Tuesday, May 21, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to 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 May 7, 2024 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
8. ORGANIZATIONAL MATTERS:
9. APPROVED CITIZEN COMMUNICATION
 - a. Mr. Frank Plummer – Install paved multipurpose pathway with signage.
10. LIQUOR LICENSES:
11. ORDINANCES FOR ADOPTION (3rd 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)
 1. Request to approve the Mixed Use Development Agreement for Lot 2, Menke's Second Addition. Applicant: Housing Foundation of 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)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4157 - Compensation Ordinance Update (HR Director)
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. 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 from 7:00 a.m. to 3:00 p.m. at 1724 Wilshire Drive. (City Clerk)
15. RESOLUTIONS:
 - a. Resolution No. 2024-10: Request to approve the Redevelopment Plan for Lot 2, Bellevue Replat Three. Applicant: Franklin Flats, LLC. General Location: 2009 Franklin Street. (Planning Director) (**Public Hearing Required**)
 - b. ++ Resolution No. 2024-11: Approve to adopt the Construction Manager at Risk Delivery System for the Construction of a Waterpark on the Northwest Corner of Highway 34 and Highway 75. (Harrison Johnson, Community Development)

16. CURRENT BUSINESS:

- a. ✖ Approve and authorize the Mayor to sign the First Amendment to School Resource Officer (SRO) Program MOU with Bellevue Public Schools. (Chief Clary)
- b. Approve and authorize the Mayor to sign the Substitution of Trustee and Deed of Reconveyance for 3728 Gayle Avenue. (Finance/CDBG)
- c. 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)
- d. 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)
- e. Approve and authorize the Mayor to sign the agreement with Schemmer Associates in the amount not to exceed \$233,035.00 for Professional Engineering Design Services for Reconstruction Project - Fontenelle Hills. (Public Works Director)
- f. Approve and authorize the Mayor to sign the agreement with HGM Associates in the amount not to exceed \$276,593.00 for Professional Construction Engineering Services for the 2024 Concrete Projects - Package 1 and 2. (Public Works Director)
- g. Approve and authorize the Mayor to sign the Interlocal Cooperation Act Agreement for the Papillion Creek Watershed Partnership (PCWP) in partnership with cities of Bellevue, Gretna, LaVista, Omaha, Ralston, Sarpy County, and Village of Boystown, for implementing common standards for development of cost-sharing of the watershed of Papillion Creek. (Public Works Director)
- h. Approve and authorize the Mayor to sign the agreement with Alfred Benesch for professional services for construction administration, observation, testing, and support services in the amount of \$36,194.00 for the 2024 CDBG Sidewalk Improvement Project. (Public Works Director)
- i. Approve and authorize the Mayor to sign the agreement with Burrell Enterprises, LLC., in the amount of \$144,160.00, plus a 10% contingency of \$14,416.00 for a total project cost of \$158,576.00 for the CDBG Sidewalk Improvement Project. (Public Works Director)
- j. Approve final payment of 2023 Overlay Project in the amount of \$201,063.01, approve final Change Order in the amount of \$353,688.02 to account for contract overrun, and approve project as substantially complete, and accept final project quantities. (Public Works Director)
- k. Approve Option 3 per RF17, in the amount of \$29,136.00, All-Purpose Construction, to complete electrical upgrades; and to approve to pay MUD in the amount of \$3,563 for gas service work for the Odorant Building Renovation at North Street Department Shop located at 8252 Cedar Island Road. (Public Works Director)
- l. Approve and authorize the Mayor to sign the Franchise Agreement Fourth Addendum for Residential Solid Waste, Recyclable Materials, and Yard Waste with Waste Connections dba Papillion Sanitation in an amount not to exceed \$130,606.00. (Public Works Director/Wastewater Superintendent)
- m. Approve and authorize the Mayor to sign the agreement with 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 and sanitary sewer lift station. (Public Works Director)
- n. ^^^ Approve and authorize the purchase of Pre-construction Aluminum Supplies from Open Aire in an amount not to exceed of \$2,370,000. (Harrison Johnson, Community Development)
- o. ^^^ Approve and authorize the Mayor to sign the agreement for Design and Engineering Services from Holland Basham Architects for the City Water Park in an amount not to exceed \$3,486,600. (Harrison Johnson, Community Development)
- p. ++ Approve purchase of 2024 Ford Ranger XL 4WD Super Crew from Woodhouse Ford in Blair in an amount not to exceed \$40,000.00 to replace 2013 Chevy 1500 due to oil

consumption and 169,000 miles. (Chief Building Inspector).

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports
(May Report will be attached to the June 4th Council Packet)

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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5/21/2024

Bellevue City Council Meeting, May 7, 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 7th of May 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. Associate Pastor Caleb Breece, Midlands Bible Baptist Church, 2407 Chandler Road East, provided the invocation.

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, to amend the agenda by removing Item 8A. Councilman Preister stated he would also like to remove Item 6, Approval of Claims.

Motion was made by Cook, seconded by Preister, to amend the consent agenda by removing Items 6 and 8a.

Consent agenda included the following items: Approval of the April 16, 2024 City Council Minutes; Acknowledge receipt of April 25, 2024 Planning Commission Minutes; Acknowledge Receipt of the 2024 1st Quarter Progress Report & Economic Indicators Report from Grow Sarpy; and 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.

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.

APPROVAL OF CLAIMS

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

SPECIAL PRESENTATIONS:

Proclamation declaring May 15 -19, 2024 as "Bike Week" & May 15, 2024 as "The International Ride of Silence Day" in Bellevue. (Mayor Hike)

Mayor Hike read the proclamation declaring May 15-19, 2024 as Bike Week and May 15, 2024 as the International Ride of Silence Day.

Mr. Mick Occhiuto, 14604 Read Circle, Bennington, spoke on behalf of Bike Week and The International Ride of Silence Day.

Proclamation declaring May as "Building Safety Month". (Mayor Hike)

Mayor Hike read the proclamation declaring May as Building Safety Month. He recognized Mr. Mike Christensen, Chief Building Inspector, and the staff of the Permits and Inspections Department.

ORGANIZATIONAL MATTERS:

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.

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Bellevue City Council Meeting, May 7, 2024, Page 2

Motion made by Cook, seconded by Welch, to amend Item 8a. by changing the appointment from three members to five members. The five members to be appointed as follows: Harrison Johnson, Larry Chandler, Don Gifford, Diane Bruce, and Jerry McCaw.

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

Motion made by Cook, seconded by Welch, to approve the appointments of Harrison Johnson, Larry Chandler, Diane Bruce, Don Gifford, and Jerry McCaw to a Joint Committee of the Eastern Sarpy County Fire District, per the Interlocal Agreement requirement, approved on February 6, 2024.

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

APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second 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 second time and a public hearing was held.

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

Mr. Trevor Veskrna, TD2 Engineering and Surveying, 10836 Old Mill Road, was present on behalf of the applicant. He explained the lot is currently zoned General Business (BG) and the request is to rezone to Mixed Use (MU). The MU zoning allows for residential and commercial use. The first floor will have commercial space and the next three floors will be apartments. The commercial development will face out towards Fort Crook Road. All parking will be provided on site. There are landscaping and screening requirements which will be met. The proposed development is located along the Fort Crook Road Corridor and aligns with the 2040 Fort Crook Road Plan.

Councilman Cook questioned how far the development is off Fort Crook. Mr. Veskrna commented he was not exactly sure.

Councilman Cook questioned how the residents will be separated from the commercial side. He requested clarification on the entrance and exit and the onsite parking. Mr. Veskrna stated the commercial will be on the first floor and everyone on the commercial side will enter on the west side. On the east side will be the residential side. There are 24 units and 24 parking stalls. There may be some overlap requiring people to park on the west side. There is a sidewalk and stairs to direct people to the east side.

Councilman Cook stated there are homes on the east and northeast side of existing residential homes and to the south a strip mall. There are concerns about the development being so close to the existing homes.

Councilman Cook questioned if there is any green space. Mr. Veskrna explained there isn't too much green space. There is a little green space in the front yard.

Councilman Cook questioned if each apartment would have their own washer and dryer in the unit.

Mrs. Tammi Palm, Planning Director, explained there is 144 feet between the proposed lot and Fort Crook Road. There is one lot in between the proposed lot and Fort Crook Road. Mrs. Palm pointed out pages 21 and 22 of the Mixed-Use Agreement provide the elevations of the proposed buildings. Essentially the west side of the building on the lower level is the commercial. The east elevation is residential. Residents will likely use the east side for entrance. Discussion followed.

Councilman Cook questioned if this development fits into the Fort Crook Road Plan. Mrs. Palm stated it does. The Fort Crook Road calls for an increase in density along the corridor and mixed-use development.

Councilwoman Welch clarified it is currently a vacant lot. Mr. Veskrna stated it is. Councilwoman Welch questioned what type of commercial businesses may go into the development. Mr. Veskrna stated mostly they will be smaller retail businesses.

Councilwoman Welch clarified there are twelve studio, six one-bedroom, and six two-bedroom units. Mr. Veskrna stated that sounds correct. There are 30 bedrooms, a total of 24 units.

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Councilwoman Welch inquired what the square footage and cost of the units will be.

Ms. Carolyn Pospisil, 1207 Kasper Street, Executive Director for Housing Foundation for Sarpy County, explained the units are studio one-bedroom and two-bedroom units. There isn't a lot of anticipation that children will reside there. There is limited area for green space, so if there are children the green space in the neighborhood would be used. The washer and dryers will be in the units, there is no design to include community space. The entry for the apartments will be on the east side. The square footage of the units will range from 550 to 750 depending on if the unit is a studio or two bedrooms. These units are intended to be affordable units. They are non-subsidized units. The rent cost is still to be determined. An approximate guess would be around \$650-\$700 for the studios.

Councilwoman Welch mentioned the intent with the 2040 Fort Crook Plan is for urban people to be able to catch a bus to go downtown, come back to Fort Crook and shop and live there.

Councilman Casey questioned if the Housing Foundation has any experience with a Mixed-Use Building. Ms. Pospisil stated they do not. She mentioned there are several successful mixed-use developments in the surrounding areas. However, they are not the same affordability as this plan is intended to be.

Councilman Preister stated the proposed development not only fits in with the Fort Crook Road plan but meets the need of affordable housing. The commercial side seems to serve as a balance, to bring in potential income. Ms. Pospisil explained the intent is for the commercial side to help offset some of the cost. Another thing is for this plan to meet the plan for Fort Crook Road and walkability. She is hoping this development sets a standard to be followed.

Mayor Hike thanked Ms. Pospisil for her time and efforts she puts into the City of Bellevue and affordable housing.

Mr. Robert Muse, 2108 Pleasantview Lane, stated as far as he knew zoning was made to protect residents. He spoke in opposition stating he has concerns with the lot being too small for this type of development, the age of the infrastructure in the neighborhood, insufficient parking for the development, privacy to the existing neighborhood, access to the development, and an increase in traffic in the neighborhood.

Ms. Patricia Regan, 2103 Lindyview Lane, expressed concerns with the lot being too small. She stated the scope of the mixed-use development is overly ambitious. The location isn't ideal for this development. She has concerns with the Housing Authority not having ample staff to take on a project of this magnitude. She stated there are no sidewalks along Fort Crook Road to allow for walkability. Ms. Regan commented she has concerns with a traffic study not being done by TD2. She mentioned there is no green space in the neighborhood. Ms. Regan read information from Metro Transit regarding the route information from Omaha to Bellevue. The information provided indicates the bus runs once daily from Omaha to Bellevue.

Ms. Ann Scolaro, 801 North 5th Street, expressed concerns with no traffic study being done. She mentioned the 2040 Fort Crook plan states the mixed-use buildings would face Fort Crook Road and have parking behind the buildings. She stated that is not the case with the proposed development. She stated there is no southbound access to Fort Crook Road, no traffic signalization, and she has concerns with emergency vehicles having to reroute to go to Bellevue Medical Center. She expressed concerns with the mixed-use zoning allowing for outdoor music and outdoor entertainment sound system. She also has concerns with no on-site manager and a 24 hour wait time for maintenance calls. She stated there is no green space for children in the area or sidewalks along for walkability.

Mr. Ryan Mayer, 802 N. 6th Street, mentioned he has concerns this lot is not the most ideal location for this project. He mentioned he has issues with traffic and southbound access. He has concerns with the dumpster location and it being close to his property. He would like the dumpster location to be reconsidered.

Mrs. Angie Mayer, 802 N. 6th Street, stated she has concerns regarding traffic and no green space for kids to play. The height of the building would allow people to stare into her backyard. If traffic comes from the east that's a lot of traffic basically in her backyard.

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.

Mrs. Palm addressed the concerns presented. She explained the current zoning of the property is BG, General Business. Under the current zoning there are 95 permitted uses, and the current zoning allows five different conditional uses. The uses are a wide range of retail and service establishments to include car wash, retail store, general office, tavern, bars, and even a sexually oriented business. All those businesses mentioned could by right, be constructed without City Council approval. The MU zoning does have site plan oversight by the City Council and has some restrictions based on the Mixed-Use Agreement. She stated in her opinion the Mixed-Use zoning is a better fit for the adjacent residential neighborhood and provides a nice buffer. Mrs. Palm addressed the concern of parking. She advised the development meets the minimum parking requirements of the zoning ordinance. There are two stalls per dwelling unit for the apartments and the requirements for the commercial side are also met. Mrs. Palm explained the infrastructure in the neighborhood was looked at as well. She explained when an application is received it is reviewed by staff. There are meetings for months, sometimes years, with staff and developers. There are typically ten to fifteen agencies and staff members reviewing the applications. One of the departments to review the

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infrastructure is the Public Works Department. Mrs. Palm mentioned she understands it can be difficult when a vacant lot is looking to be developed in an existing neighborhood. She explained this development is meeting the buffer yard and landscaping requirements necessary to go up against an existing residential neighborhood. The city does have design standards incorporated into the zoning ordinance. Also, as part of the Mixed-Use Agreement the developer has shown the city and City Council what the building will look like. There are specific materials the building will need to aesthetically match what the ordinance requires. Mrs. Palm mentioned the country and state have a need for affordable housing. The trend is for higher density residential properties to meet the demand for necessary housing. She addressed the concern of the Housing Authority being capable of managing the mixed-use development. She explained she can't answer that, explaining the responsibility falls on the Housing Authority. There were concerns with the flow of the lot. She stated the Fire Department and Public Works Department have reviewed the plans. As far as the east entrance goes if you are coming off Fort Crook Road, and are a resident, it is most likely the east entrance would be used. Mrs. Palm explained there is not a better location for the dumpster due to a large OPPD easement on the lot. OPPD will not allow the dumpster enclosure in the easement. The city's ordinance also states the dumpster cannot go along the street frontage. As far as transit there is currently a park and ride express situation in Bellevue. The overall vision for the 2040 Fort Crook Road plan is someday to have a bus rapid transit system along the corridor. Mrs. Palm addressed the concern of a traffic study not being done. She advised the city did not request a traffic study on this property.

Mr. Dave Goedeken, Public Works Director, advised there is no hard-set rule for when you do or don't request a traffic study. For this project it is a small development with a minimal number of residences and businesses. There is access to a main street half a block away. With this development the city chose not to request a traffic study.

Mayor Hike requested Mrs. Palm explain the Fort Crook Road Plan. Mrs. Palm explained the Fort Crook Road 2040 Plan was approved by the City Council in July 2022. The general vision for the corridor is mixed use and higher density. This is to help facilitate the orbit/bus transfer vision. You need the density to support the plan. Conversation ensued.

Councilman Preister mentioned the concerns for the aging infrastructure and questioned if there are any plans. Mr. Goedeken advised he can't respond to MUD's water main as that is their infrastructure. He explained the Wastewater Department has a tv inspection van which they run up and down the lines looking for visible cracks, damage, or tree roots. There is preventive maintenance done daily. Discussion followed.

Councilman Preister requested the concern with outdoor music and entertainment be addressed. Mrs. Palm advised this item is contained in the Mixed-Use Agreement on page 15. She read the portion of the agreement addressing the concern.

Councilman Preister requested the issue of children and their safety regarding sidewalks and walkability be addressed. Mrs. Palm explained the proposed development requires a sidewalk. The adjacent neighborhood is older and there is a disconnect on sidewalks. Discussion followed.

Mayor Hike questioned if there is any kind of buffer. Mrs. Palm explained there is a landscape plan which requires a buffer.

Mayor Hike commented he has confidence the Housing Authority will manage the property correctly.

Councilman Casey questioned Ms. Pospisil how many children are expected to occupy the units. Ms. Pospisil stated she doesn't anticipate many children living there. Only the two bedrooms would allow two children at the most, the maximum would be twelve children.

Councilman Burns requested clarification on the south bound access. Mr. Goedeken mentioned there is an island on Fort Crook Road. Creating another road would need to be discussed with the Nebraska Department of Roads. He would be reluctant to add a full access without traffic signals there. Putting in traffic signals there creates another problem of wait times.

Councilman Burns questioned what the buffer to the residential neighborhood will look like. Mrs. Palm stated it's a multi-story building. Topography will help. She referred to the plantings on the east side of the building and the landscape plan provides a buffer.

Mayor Hike stated the third and final reading will be held May 21, 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 second time and a public hearing was held.

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

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

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Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be held May 21, 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 second time and a public hearing was held.

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

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

Councilman Cook requested clarification on the change. Mrs. Palm explained there have been a lot of billboard sign permit requests lately. The current ordinance reads there needs to be at least 150-foot radius away from any property that is zoned residential. In the city there are several single-family residential properties that are legal, non-conforming and have commercial zoning. As the current ordinance reads a billboard sign could be closer to the 150-foot radius because there isn't residential zoning in these situations. This is the reason for the change.

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be held May 21, 2024.

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 second time and a public hearing was held.

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

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

Councilman Preister requested clarification regarding larger construction trucks and why a five-ton limit is used. Mrs. Palm explained the changes are designed to mirror the zoning ordinance and city code. She explained to Councilman Preister if he wants to have a farther reach to larger vehicles there would need to be an amendment to the ordinance. The intent of the request is to clean up the ordinance and make it clearer. Mrs. Palm advised if City Council would like to put more teeth in it, additional amendments could be made to the ordinance at a later time. Conversation ensued.

Councilman Cook requested clarification on parking trailers in the driveway and setbacks. Mrs. Palm explained this language was adopted by the City Council in 2002. She stated this was up to the City Council at that time. Discussion followed.

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be held May 21, 2024.

ORDINANCES FOR INTRODUCTION (First Reading):

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)

Ordinance No. 4157: 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.

Mayor Hike stated the request to waive the three readings can be ignored. Tonight will only be the first reading.

Mayor Hike stated the second reading and public hearing will be held May 21, 2024.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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. (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

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

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

Mrs. Sarah Milligan, 37 Fairchild Circle, Offutt AFB, was present to answer questions.

Councilwoman Welch questioned how long the Farmers Market has been going on. Mrs. Milligan replied this is the ninth season. Councilwoman Welch questioned how many vendors and food trucks attend the Farmers Market. Mrs. Milligan stated five food trucks, four produce vendors, and fifty-five season vendors at this time.

Councilwoman Welch questioned if there are changes on the parking. Mrs. Milligan explained parking for the vendors will now be two blocks away. The produce and food vendors can only park behind their stalls. Discussion followed.

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

Mayor Hike declared the public hearing closed.

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

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. (City Clerk)

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

Mr. AJ Madsen, 3414 N. 69th Street, Omaha, explained the location initially was for 2206 Longo Drive but due to the construction of the library has been changed to 1714 Wilshire Drive.

Councilman Cook inquired if the parking lot is big enough. Mr. Madsen stated he scoped out the property and believes there is room for 100 cars. Conversation ensued.

Councilman Cook suggested Mr. Madsen provide a flyer to put on the public access channel.

Motion was made by Cook, seconded by Welch, to continue to May 21st the request 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 1724 Wilshire Drive. 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. 2024-07: 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)

Motion was made by Welch, seconded by Burns, to approve 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. 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, May 7, 2024, Page 7

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)

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Preister, seconded by Welch, to approve 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. 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. 2024-09: Approve and authorize the Mayor to sign a resolution approving Sarpy County and Cities Wastewater Agency Resolution 2024-012 which is adopting a revised sewer user rates and connection fees schedule for the Unified SSWS. (Public Works Director)

Motion was made by Cook, seconded by Burns, to approve Resolution No. 2024-09: Approve and authorize the Mayor to sign a resolution approving Sarpy County and Cities Wastewater Agency Resolution 2024-012 which is adopting a revised sewer user rates and connection fees schedule for the Unified SSWS. 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 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)

Councilman Cook explained he will be making a motion on this item and the next item to delay the vote until the June 4th meeting. These items will line up with the third reading of Ordinance No. 4157, Compensation Ordinance.

Motion was made by Cook, seconded by Burns, to continue to June 4, 2024 the request to 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.

Councilman Preister questioned if the delay will cause any issues. Mr. Jim Ristow, City Administrator explained no, things can be handled retroactive.

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 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)

Motion was made by Cook, seconded by Burns, to continue to June 4, 2024 the request to 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. 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 Mayor to sign agreement with Midwest DCM for Washington Park Restroom Project, in an amount not to exceed \$329,890.00. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to approve and authorize Mayor to sign agreement with Midwest DCM for Washington Park Restroom Project, in an amount not to exceed \$329,890.00.

Councilman Preister questioned if there is an overhang on the proposed building to picnic. He questioned if the cost of renovating the existing one was considered, versus building a new one. Mr. Goedeken commented it will have an overhang. Mr. Ristow advised there were ten bidders on the project. The city requires the companies to be bonded, which increases the cost in their bids. This is considered construction of a commercial building. It is designed to stand a high volume of people to use the facility and stand the test of time. They are constructed in a way to also help eliminate vandalism. There was a design modification for access to the plumbing to allow accessibility for workers.

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Bellevue City Council Meeting, May 7, 2024, Page 8

Mr. Goedeken advised remodeling the existing building was considered. There were a lot of issues with the existing building structurally and with ADA compliance due to the age of the building. The possibility of a modular building was looked at as well. Different styles of construction were reviewed, and the proposed building was the one decided upon.

Councilwoman Welch questioned what the age of the existing building is. It was determined to be approximately 40-50 years old. Councilwoman Welch that is good use of taxpayer money.

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 with Midwest DCM for the Stonecroft Park Restroom Project, in an amount not to exceed \$439,340.00. (Public Works Director)

Councilman Casey state he understands this facility will require hooking up to water and a lift station. He questioned if there is really a need at this park for a facility which cost so much money. He would like to delay the meeting to receive more information from staff to discuss the proposed project before spending this amount of money.

Motion was made by Casey, seconded by Preister, to continue to May 21st the request to 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.

Councilman Preister questioned Councilman Casey what type of information he is looking for to provide the staff direction. Councilman Casey mentioned review the data Mr. Ristow has received from citizens regarding restroom facilities. Mr. Ristow stated when Stonecroft was built, nobody had the expectations the park would have such high traffic volume. He mentioned in the feedback received on the park it was mentioned there are no restrooms or water fountains. He stated they could have staff visit the park to research the number of people who visit the park on a daily basis.

Mr. Goedeken advised the Council to keep in mind the bid is good for 30 days. If it goes beyond the 30 days, there would need to be consideration from the low bidder to extend the bid.

Councilman Preister mentioned there was an old Master Park Plan and a new Master Park Plan but neither are being implemented at this point. There needs to be money to do that.

Councilwoman Welch commented with the City deciding to create neighborhood parks, versus a park in every subdivision, this is an item that is going to have to happen. The park draws people from bigger areas and the park has a lot of traffic. People are visiting for longer than 30 minutes to an hour. Children need to have a restroom to use.

Councilman Burns mentioned it would be helpful to mention when making plans if it corresponds with the Master Park Plan. He stated this park is very active and packed all the time. He commented he would rather vote on the item tonight versus delaying it.

Mayor Hike commented he has received calls from parents who walk to the park requesting restrooms facilities at the park. Discussion followed.

Councilman Cook initiated conversation on a prebuilt structure and requested that option be looked at. Mr. Ristow mentioned that can be researched. Discussion followed.

Councilman McCaw supports continuing this for two weeks to make sure the city is spending the money wisely. He mentioned if the restroom facility last 40 years like the one in Washington Park, it is money spent wisely. Discussion followed.

Councilman Preister questioned if the buildings could be virtually locked. Mr. Goedeken explained to do that there would need to be internet at the park. Options have been reviewed.

Councilman Casey with the amount of money being spent and the parks budget, this item should be further reviewed.

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

Motion was made by Burns, seconded by McCaw, to 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. 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 with Lamp Rynearson for Wolf Creek 21st to South Cornhusker Design Project, in an amount not to exceed \$161,718.00. (Public Works Director)

MINUTE RECORD

Bellevue City Council Meeting, May 7, 2024, Page 9

Motion was made by Casey, seconded by Cook, to 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. 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 Interlocal Agreement with Southern Sarpy Watershed- Papio Missouri River Natural Resource District (PMRNRD). (Public Work Director)

Motion was made by Cook, seconded by Preister, to approve and authorize the Mayor to sign the Interlocal Agreement with Southern Sarpy Watershed- Papio Missouri River Natural Resource District (PMRNRD). 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 attached to Council Packet)

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Preister, seconded by Burns, the meeting adjourned at 8:22 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 May 7, 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

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5/21/2024

CLAIMS FOR MAY 21, 2024

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MAYOR

AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	46.35
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	13.01
		<u>\$ 59.36</u>

CITY ADMINISTRATOR

AMERICAN AIR LINES	PC-AIR FARE FOR CONFERENCE-RISTOW, JOHNSON	1,160.38
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	92.70
BELLEVUE TRAVEL	PC-AGENT FEE	40.00
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	135.20
CAPITAL BUSINESS SYSTEMS, INC	2024/03/20-04/19 COPIER EXPENSE	206.64
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	25.17
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	3,780.88
OMAHA EPPLEY AIRFIELD	PC-PARKING FOR TRAVEL	24.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	29.05
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	80.99
		<u>\$ 5,756.45</u>

LEGAL

AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	92.70
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	23.86
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	25.60
DROP BOX	PC-2024/03/23-2024/04/23 CASE MANAGEMENT	19.99
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	825.86
NEBRASKA.GOV	JUSTICE CASE LISTINGS	165.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	111.28
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	31.40
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	55.19
SARPY COUNTY COURT	COURT CLAIM 611- CR 24 901	17.00
TRAVELERS	2022/10/01-2023/10/01 PAID LOSS RECOVERY AS OF 2024/04/30	610.00
		<u>\$ 2,038.36</u>

CABLE ADVISORY

AMAZON.COM, LLC	PC-BACKDROP FOR PHOTOSHOOT	59.98
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	46.35
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	119.30
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	8.67
COX BUSINESS SERVICES	2024/04/19-05/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	4,248.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	26.69
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	34.29
WALMART SUPERCENTER	PC-MIRROR FOR PHOTOSHOOT	65.00
YTD VIDEO DOWNLOADER	PC-CREDIT-SUBSCRIPTION CANCELLED	(47.88)
		<u>\$ 4,690.82</u>

CITY CLERK

BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	206.79
CAPITAL BUSINESS SYSTEMS, INC	2024/03/26-04/25 COPIER EXPENSE	89.95
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	13.01
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	2,303.37
HILLCREST FREEDOM VILLAGE	2024/05/15 HILLCREST FREEDOM VILLAGE TIF 8779-INTEREST	23,709.63
IVY PROPERTIES, INC	2024/05/15 IVY PROPERTIES TIF FUND 8778 -INTEREST	10,193.50
IVY PROPERTIES, INC	2024/05/15 IVY PROPERTIES TIF FUND 8778 -PRINCIPAL	4,298.88
MERCURY PROPERTY MANAGEMENT	2024/05/15 MERCURY PROP MGT TIF 8733 -INTEREST	1,024.94
MRES ASCEND HOLDINGS, LLC	2024/05/15 MRES ASCEND SOUTHWOODS TIF 8775 -INTEREST	44,441.73

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CLAIMS FOR MAY 21, 2024

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CITY CLERK (CONT'D)

MRES ASCEND HOLDINGS, LLC	2024/05/15 MRES ASCEND SOUTHWOODS TIF 8775 -PRINCIPAL	65,208.29
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	9.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	162.08
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	26.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	33.81
ROYCE CORNHUSKER, LLC	2024/05/15 ROYCE CORNHUSKER #2 TIF 8798 -INTEREST	14,914.76
ROYCE CORNHUSKER, LLC	2024/05/15 ROYCE CORNHUSKER #3 TIF 8799 -INTEREST	8,067.69
ROYCE CORNHUSKER, LLC	2024/05/15 ROYCE CORNHUSKER #3 TIF 8799 -PRINCIPAL	1,207.28
ROYCE CORNHUSKER, LLC	2024/05/15 ROYCE CORNHUSKER TIF 8793 -INTEREST	9,278.69
ROYCE CORNHUSKER, LLC	2024/05/15 ROYCE CORNHUSKER TIF 8793 -PRINCIPAL	44.65
TKC CHANDLER, LLC	2024/05/15 TKC CHANDLER TIF 8731 -INTEREST	6,386.17
		\$ 191,621.12

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-SHEET PROTECTORS, OFFICE SUPPLIES, CHAIR CUSHION	182.42
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	144.08
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	174.97
CAPITAL BUSINESS SYSTEMS, INC	2024/03/20-04/20 COPIER EXPENSE	308.42
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	63.04
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	8,079.30
INDOFF, INC	COPY PAPER	459.90
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	95.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	147.70
STANDARD PRINTING COMPANY	A/P LASER CHEKS	539.93
		\$ 8,708.90

LIBRARY

AMAZON.COM, LLC	PC-PROGRAM SUPPLIES, BOOKS, VIDEOS, OFFICE SUPPLIES	1,643.85
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	112.21
BRIAN HENNING	STIPEND-STORYTELLING PRESENTER	315.00
CAPITAL BUSINESS SYSTEMS, INC	2024/03/31-04/29 COPIER EXPENSE	481.65
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	43.37
DEMCO	BOOK SUPPLIES	91.76
DOROTHY J BOCKERMAN	STIPEND-STORYTELLING PRESENTER	315.00
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	8,377.72
FIRESRING, INC	PC-WEB SERVICES	165.00
HP.COM	PC-CREDIT FOR SALES TAX	(18.20)
INGRAM LIBRARY SERVICES	BOOKS	2,838.01
JEFFREY A KONECK	STIPEND-STORYTELLING PRESENTER	315.00
MATRIX BUSINESS SYSTEMS INC	2024/03/31-04/30 COPIER EXPENSE	11.27
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	1,750.26
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	211.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	79.13
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	103.50
RUFF WATERS	AQUARIUM MANAGEMENT	75.00
SAM'S CLUB DIRECT	PC-PROGRAM SUPPLIES	19.31
SCOTT WELCH	2024/05/31M MONTHLY WEB MAINTENANCE	125.00
SING OMAHA, INC	STIPEND-MUSIC & MOVEMENT PRESENTER	180.00
VERIZON WIRELESS	2024/04/17-05/16 MONTHLY SERVICE	200.05
WALMART SUPERCENTER	PC-PROGRAM SUPPLIES	73.64
WALMART SUPERSTORE	PC-PROGRAM SUPPLIES	22.70
ZOOBEAN INC	2024/04/23-2025/04/22 SUBSCRIPTION	1,695.00
		\$ 19,468.83

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	PC-TONER CARTRIDGE	66.58
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	139.05
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	135.20

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ADMINISTRATIVE SERVICES/PERSONNEL (CONT'D)

CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	60.61
COLUMN SOFTWARE, PBC	LEGAL AD-CIVIL SERVICE COMMISSION	13.29
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	11,678.59
IDEAL PURE WATER COMPANY	BOTTLED WATER	53.75
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	RANDOM TESTS-MAR 2024, PHYSICAL TEST	1,190.00
MATRIX BUSINESS SYSTEMS INC	2024/04/01-06/30 MAINTENANCE FOR PRINTER	66.00
OMAHA PUBLIC POWER DISTRICT	2024/03/21-04/22 MONTHLY SERVICE	180.55
ONE SOURCE	2024/04/01-05/01 BACKGROUND CHECKS	380.50
PRECISE MRM LLC	FLAT DATA PLAN	138.00
PRINCIPAL FINANCIAL GROUP	PRINCIPAL-PARTICIPANT MAILING	829.20
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	272.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	96.52
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	125.81
SOUTHWEST AIRLINES	PC-AIR FARE FOR CONFERENCE	261.96
UPS STORE	PC-MAILING CHARGE-CIVIL SVC	24.46
		\$ 15,984.15

CODE ENFORCEMENT

AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	431.95
AMAZON.COM, LLC	PC-OFFICE SUPPLIES	25.16
BELLEVUE PRINTING COMPANY	TOW NOTICES PRINTING	584.32
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	10.56
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	25.49
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	8034.25
MENARDS	PC-PAINT	55.45
PAPILLION SANITATION	2024/04/17 CODE DUMPSTER	534.28
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	181.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	181.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	65.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	82.30
		\$ 10,211.80

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-220814 FASTWYRE 2024/01/15-05/05	779.00
ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INST 2024/04/08-05/05	7,557.52
AMAZON.COM, LLC	PC-CLEANING WIPES, PENS	39.13
AMERICAN PUBLIC WORKS ASSOCIATION	PC-PW MGT PRACTICE MANUAL	147.00
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	431.95
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	17.73
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	52.04
COLUMN SOFTWARE, PBC	PC-LEGAL AD	54.79
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	7,556.81
HI-VIZ SAFETY WEAR, LLC	PC-HOODIES, IMPRINT	1,086.30
JEO CONSULTING GROUP, INC	BPW-230510 ASST WITH PCDSO REVIEW THRU 2024/04/19	2,693.75
MATRIX BUSINESS SYSTEMS INC	2024/04/30M COPIER EXPENSE	231.19
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL	13,010.19
ONE CALL CONCEPTS	2024/04/31M LOCATES	1,128.84
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	181.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	90.90
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	133.51
TRED-MARK COMMUNICATIONS	INSTALL CABLE IN PW	480.50
TRISTAR	2024/04/31M CLAIMS PAID	618.05
		\$ 36,532.56

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	2024/04/29 & 05/06 MOWING	2,186.70
AMAZON.COM, LLC	PC-CAR CHARGER	23.75
A-RELIEF SERVICES	2024/03/26-05/02 PORTABLE RESTROOM-SWANSON PARK	990.00
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	86.39

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PARKS (CONT'D)

BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	232.03
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	39.03
DAY ELECTRIC SERVICE, INC	REPLACE INFIELD LIGHT POLES-SIGLER FIELD	28,144.31
DULTMEIER SALES LLC	PC-FITTINGS, CLAMPS, HOSE	58.40
EARNEST CONSTRUCTION GROUP, INC	BPW-240106 TRAIL RENOVATION THRU 2024/04/27	114,951.60
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	8,339.18
GP ARCHITECTURE, LLC	BPW-240105 STONECROFT RESTROOM	39,625.00
GRAINGER	PC-GLOVES	54.00
HDR ENGINEERING, INC	BPW-211123 HP WASTEWATER COLLECTION 2024/03/31-05/04	29,498.02
HOME DEPOT CREDIT SERVICES	PC-GLOVES	134.88
MENARDS	PC-PAINT, VENT HOOD, CEDAR PICKET, LUMBER, NUTS, BOLTS, FILTERS	532.90
OMAHA PUBLIC POWER DISTRICT	2024/03/01-04/25 MONTHLY SERVICE	2,561.11
PRECISE MRM LLC	2024/01/30M FLAT DATA PLAN	299.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	383.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	383.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	93.10
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	113.04
SITEONE LANDSCAPE SUPPLY	PC-FERTILIZER, SEEDS	4,689.60
TREES SHRUBS AND MORE	PC-MULCH	95.00
WESTLAKE ACE HARDWARE	PC-STORAGE GLASS JAR, PLIERS, HOSE	137.95
		\$ 233,651.87

RECREATION

AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	92.70
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	54.79
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	2,768.64
MIDWEST IMPRESSIONS	SPONSOR LOGOS FOR BELLEVUE BASEBALL, SPORTS CAMP T-SHIRTS	2,910.00
OMAHA PUBLIC POWER DISTRICT	2024/03/21-04/22 MONTHLY SERVICE	221.34
PRECISE MRM LLC	FLAT DATA PLAN	92.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	27.95
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	39.43
		\$ 6,327.81

FACILITY MAINTENANCE

AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	140.04
AMAZON.COM, LLC	PC-LENS WIPES FOR GLASSES, FLAGS, BUFFER PADS, FILTER	547.40
BEST CUT LAWN CARE	REBUILD RETAINING WALL-DIST 2	17,310.00
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	826.90
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	4.34
CONTROL MASTERS, INC	SERVICE ON HP, UPPER LEVEL	360.20
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	13,282.74
FERGUSON ENTERPRISES INC #1657	PC-PLUMBING SUPPLIES	415.52
FIRE PROTECTION SERVICES, LLC	2023/11/08 SERVICE CALL-DIST 2	208.66
GOLDEN CORRAL RESTAURANT	PC-EMPLOYEE APPRECIATION LUNCHEON (4)	44.76
GP ARCHITECTURE, LLC	BPW-240112 WASHINGTON PARK RESTROOM & SHELTER	32,690.00
GRAINGER	LOUVERS	345.02
HD SUPPLY	JANITORIAL SUPPLIES	4,435.91
IDEAL PURE WATER COMPANY	BOTTLED WATER	43.25
JACKSON SERVICES, INC	DOOR MAT SERVICE	140.68
MENARDS	PC-ELECTRICAL SUPPLIES, CLEANING SUPPLIES, FERTILIZER, TILE	1,622.78
MENARDS - RALSTON	SAW RENTAL, PAINT	78.64
OMAHA DOOR & WINDOW COMPANY, INC	PC-TRASH CAN-PD BREAKROOM	780.36
OMAHA PUBLIC POWER DISTRICT	REPAIR GATE-BAD CONNECTION-TRNG SITE	780.36
OVERHEAD DOOR CO OF OMAHA	2024/03/12-04/23 MONTHLY SERVICE	1,065.17
PROSOURCE 1	CLAMPED AND REPLACED SPRINGS-DIST 1	1,043.00
RELIANCE STANDARD LIFE INSURANCE CO	PC-MODULAR ADHESIVE	768.42
	2024/04/30M DENTAL INSURANCE	272.16

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FACILITY MAINTENANCE (CONT'D)

RELiance STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	272.16
RELiance STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	87.92
RELiance STANDARD LIFE INSURANCE CO	2024/04/30M LTD	106.65
ROCHESTER MIDLAND CORPORATION	2024/05/31M WATER ENERGY TEAM FIXED BILLING	345.00
SHERWIN WILLIAMS CO	PC-PAINT	714.21
STANDARD HEATING & A/C	RENEW SERVICE AGREEMENT	145.00
TK ELEVATOR CORPORATION	2024/05/31M ELEVATOR MAINTENANCE	529.98
USA CLEAN BY JON-DON	PC-PAD DRIVE FOR FLOOR CLEANER	145.02
VOSS LIGHTING	PC-BALLASTS	615.60
WESTLAKE ACE HARDWARE	PC-SUPPLIES, POWER NAILER, SILICONE	293.85
		\$ 79,681.34

CEMETERY

AMAZON.COM, LLC	PC-GREASE GUN KIT	225.98
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	46.35
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	102.29
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	4.34
COX BUSINESS SERVICES	2024/04/22-05/21 MONTHLY SERVICE	91.99
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	2,942.85
MENARDS	PC-MULCH, HAMMER, BLADE	87.53
OMAHA PUBLIC POWER DISTRICT	2024/03/21-04/22 MONTHLY SERVICE	704.17
RELiance STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	90.72
RELiance STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	90.72
RELiance STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	28.42
RELiance STANDARD LIFE INSURANCE CO	2024/04/30M LTD	34.96
		\$ 4,450.32

STREETS

ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2024/02/12-03/10	33,532.25
ALL PURPOSE CONSTRUCTION	BPW-230105 ODORANT BLDG THRU 2024/04/30	114,300.00
AMAZON.COM, LLC	PC-WALL LIGHTS	287.90
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	231.75
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	473.85
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	39.03
CITY OF BELLEVUE	SARPY CNTY DMV-VEHICLE REGISTRATION-STREETS	15.00
CONCRETE SUPPLY, INC	CONCRETE	1,083.00
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	41,098.20
FELSBURG HOLT & ULLEVIG, INC	BPW-240110 FT CROOK/FAIRVIEW STUDY 2024/03/31M	8,703.00
FELSBURG HOLT & ULLEVIG, INC	BPW-240110 FT CROOK/FAIRVIEW STUDY 2024/03/31M	1,467.00
HGM ASSOCIATES INC	BPW-230105 ODORANT BLDG THRU 2024/04/30	1,150.00
INDEPENDENT SALT CO	SALT/ICE CONTROL	8,093.41
LOGAN CONTRACTORS SUPPLY	PC-EROSION BLANKET, CONCRETE CURE	556.50
MARTIN ASPHALT	BULK OIL	344.00
MENARDS	PC-ELBOW, PIPE, LUMBER, SCREWS, WIRE CONNECTORS	338.39
METROPOLITAN COMMUNITY COLLEGE	2024/03/07-05/22 TUITION, FEES-DOWELL	328.50
MID AMERICA CLEANING SYSTEMS, INC	PC-HOSE	195.00
MOBOTREX	LED BALLS RED	2,160.00
OMAHA PUBLIC POWER DISTRICT	2024/03/01-04/29 MONTHLY SERVICE	105,013.39
OMAHA PUBLIC POWER DISTRICT	REPAIR STREET LIGHTS, POLES, FUSE BASE	26,524.57
OMNI ENGINEERING	ASPHALT	1,891.52
READY MIXED CONCRETE COMPANY	CONCRETE	16,679.44
RELiance STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	1,048.72
RELiance STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	1,048.72
RELiance STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	326.56
RELiance STANDARD LIFE INSURANCE CO	2024/04/30M LTD	399.46
SHERWIN WILLIAMS CO	PAINT, WIRE	407.70
UNION PACIFIC RAILROAD COMPANY	BPW-210719 2023/12/25-2024/01/21 SCHILLING BRIDGE	5,474.89
		\$ 373,211.75

FLEET MAINTENANCE

911 CUSTOM, LLC	INNER EDGE LT SERIES-P0811	1,898.00
A + UNITED RADIATOR REPAIR	PC-COMPRESSOR	850.00

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FLEET MAINTENANCE (CONT'D)

AA WHEEL & TRUCK SUPPLY, INC	PC-LED UNI-LIGHTS, BREAKAWAY KIT, GREASE SEALS, BUSHINGS	339.81
AGRIVISION EQUIPMENT GROUP	PC-QUICK COUPLER, O-RINGS, CLUTCH SHOE	609.09
ALLIED OIL & SUPPLY COMPANY	BULK OIL	795.45
AMAZON.COM, LLC	PC-HEADLIGHTS, SPRAY ON TRUCK BED, CRANKSHAFT SEAL, CURTAIN HARDWARE, TRUCK BED STORAGE BOX, PARTS	7,644.93
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	46.35
AUTO VALUE PARTS - SOUTH OMAHA	MINI RELAY	12.99
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, FITTING GASKET, O-RINGS	741.79
AVERY RENTS	PROPANE	25.13
BAUER BUILT TIRE & SERVICE	PC-ALIGNMENT, TIRES	2,248.16
BAXTER FORD	PC-MOTOR ASSEMBLY, BRAKE KIT, ROTOR ASSEMBLY, STRUTS, STEP ASSEMBLY	2,733.71
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	427.49
BLAC-RAC MANUFACTURING, INC	AR LOCKS	6,699.48
BOBCAT OF OMAHA	PC-COUPERS, SPRINGS, PIVOT, COUPLERS	523.28
BUILTRIGHT INDUSTRIES	PC-DASH MOUNT PLATE FOR FORD	113.99
CAPITAL BUSINESS SYSTEMS, INC	2024/03/20-04/19 COPIER EXPENSE	158.69
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	30.36
CLAYS PUMP & EQUIPMENT CO	CHECK OUT LIFT	245.00
CORNHUSKER INTERNATIONAL TRUCKS	PC-VALVE, CONNECTOR, ELBOWS, DRIVE ASSEMBLY, PARTS	969.30
DANIELSON / TECH SUPPLY	PC-LOW SPEED BUFFER	136.13
DELL MARKETING L.P.	COMPUTER	1,345.00
EDWARDS CHRYSLER DODGE JEEP RAM	PC-THERMOSTAT, RADIATOR HOSE, CREDIT-HEATER CORE	(59.07)
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	20,294.85
FLEET PRIDE	PC-MAGNET KIT, PARTS, PRESS IN BOLTS, BUSHINGS, FITTINGS	506.82
GALVIN GLASS	REPLACE WINDSHIELD-REC 08	282.71
GRAHAM TIRE COMPANY	PC-TIRES	574.16
HOTSY EQUIPMENT CO	FLOOR SCRUBBER AND SWEEPER	5,835.00
HOUSE OF MUFFLERS AND BRAKES	PC-EXHAUST PIPE	184.44
IDEAL PURE WATER COMPANY	BOTTLED WATER	69.00
INNOVATIVE PRODUCTS, INC	PC-MAGNETIC MIC SINGLE UNIT	411.88
INTERSTATE BATTERIES	PC-BATTERIES	1,155.58
J & J SMALL ENGINE SERVICE	PC-SPACER WHEELS, MUFFLER, CALIPERS, WHEEL HUB, CLUTCH	2,361.37
JIM HAWK TRUCK TRAILERS	PC-ANTI-SAIL BRACKETS, FLAPS, ANTI-SAIL BRACKETS, HOSE	1,061.99
KRIHA FLUID POWER CO	PC-TRIPLE LOK, FITTINGS	1,920.36
LAWSON PRODUCTS, INC	PC-FAST GRIND	333.60
LIONS AUTOMOTIVE, I NC	PC-SNAP ON WINDLACE	54.00
MACQUEEN EQUIPMENT	PC-GAUGES, SERVICE WORK, MAINBROOM COVERS, MOTOR HYD	6,406.98
MATHESON TRI-GAS INC	PC-JACKET,WELDING SUPPLIES, FACE SHIELD	1,194.54
MENARDS	PC-PARTS, D RINGS, LOAD BINDER, PAINT, CABLE	932.76
MENARDS - RALSTON	PC-PAINT	145.44
NAPA AUTO PARTS	BRAKE ROTORS, DISC PADS, QUICK STRUTS, FILTERS	1,104.24
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	PLUG BUTTONS, LOCK NUTS, WASHERS, DRILL BITS	166.95
NEOTERIC HOVERCRAFT, INC	PC-SPRINGS, THROTTLE CABLE	360.12
NOREGON SYSTEMS	PC-ANNUAL RENEWAL JPRO SOFTWARE	2,199.00
NORTH CENTRAL AMBULANCE SALES	SHELF NUTS, CHROME LOCK	460.50
OMAHA MARINE CENTER	PC-BOAT TRAILER 1MDPSAM15SA783429	2,950.00
OMAHA PUBLIC POWER DISTRICT	2024/03/22-04/23 MONTHLY SERVICE	1,089.26
OMAHA SLINGS	PC-COUPPING LINK	314.55
O'REILLY AUTO PARTS	PC-HYD HOSES	717.56
PRECISE MRM LLC	PC-FLAT DATA PLAN	161.00
RADIATOR DEPOT	PC-RADIATOR	205.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	483.84
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	483.84
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	173.80
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	219.97
RIVER CITY/METRO LANDSCAPING	MIXED TIRES RECYCLING	226.00
ROMAINE ELECTRIC CORP	PC-LIFESTART CHARGER	257.04
SEAGRAVE FIRE APPARATUS, LLC	PC-GAUGE	680.06
STATE STEEL	PC-HOT ROLLED STEEL	4,534.25
SUPERIOR SIGNALS	STROBE LIGHT	104.00

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FLEET MAINTENANCE (CONT'D)

SUSPENSION SHOP	PC-SPRINGS, U-BOLTS	846.04
THERMO KING CHRISTENSEN	BLOCK TYPE	19.99
TOOL SHED OF OMAHA	PC-GRINDING WHEEL	1,377.24
TOYNE, INC	AUTODRAIN, DRAIN VALVE	243.65
TRUCK CENTER COMPANIES-OMAHA	PC-KIT FILTER, SPRING PINS, BUSHINGS, SHOCK ABSORBERS, U-BOLTS	940.89
UPS STORE	PC-SHIPPING CHARGE	432.57
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICES, FENDER COVERS	304.25
WATEROUS COMPANY	PC-SCREEN INTAKE	170.91
WAYTEK, INC	PC-POWER RELAY, CONNECTORS, WEDGE PLUGS	272.68
WELDON PARTS INC	PC-ROTOR, MUDFLAPS, TRANSMITTER ASSEMBLY, AIR DISC PADS	2,495.09
WOODHOUSE PLATTSMOUTH	ENGINE PARTS-UNIT 606	115.44
		\$ 96,370.27

SOLID WASTE

PAPILLION SANITATION	2024/04/01-04/30M TRASH HAULING	347,399.95
PAPILLION SANITATION	2024/04/02-09 GLASS RECYCLING	378.78
		\$ 347,778.73

PLANNING

AMERICAN AIR LINES	PC-AIR FARE FOR CONFERENCE-PALM	580.19
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	46.35
BELLEVUE TRAVEL	PC-AGENT FEE	20.00
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	16.04
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	13.01
COLUMN SOFTWARE, PBC	LEGAL AD	41.13
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	2,950.07
FAMILY FARE	COMPREHENSIVE PLAN MEETING SUPPLIES	33.96
OLSSON ASSOCIATES	COMPREHENSIVE PLAN UPDATE THRU 2024/04/06	8,100.90
OMAHA WORLD HERALD	LEGAL ADS	29.20
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	37.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	53.02
SAM'S CLUB DIRECT	PC-COMPREHENSIVE PLAN MEETING SUPPLIES	82.26
		\$ 12,185.25

PERMITS & INSPECTIONS

AMAZON.COM, LLC	PC-LABELS, OFFICE SUPPLIES	68.63
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	278.10
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	21.43
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	21.68
CORNHUSKER AUTO WASH	2024/04/01-4/30 CAR WASH-SHELDON	15.89
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	13,487.64
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	211.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	93.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	120.94
		\$ 14,561.33

POLICE

ABM SUPPLY	BODY WORN CAMERAS-SWAT	9,265.00
AMAZON.COM, LLC	PC-ENVELOPES, BATTERIES, PRINTER, COOKWARE, WEBCAM, LAMINATING SUPPLIES, KEY CABINET	1,357.24
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	6,471.88
AUTO BODY AUTHORITY	AUTO BODY REPAIR-UNIT 606, TOWING CHARGES	5,400.00
AVERY L LOSCHEN	2024/06/30M RENT FOR K9 BUILDING	1,300.00
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	LEADERSHIP BELLEVUE TUITION-JASHINSKE	1,250.00
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	379.81
BLUE TO GOLD LAW ENFORCEMENT	PC-NEB CASE LAW TRAINING-KOLBE	225.00
CALIBRE PRESS	PC-WOMEN IN COMMAND RAINING-J MANNING	359.00

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CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	371.59
CIOX - HEALTH	SUBPEONA FOR MEDICAL RECORDS	20.00
CITY OF BELLEVUE	REIMB FOR PRESCRIPTION FOR CHEQUE	97.42
CITY OF BELLEVUE	REIMB FOR SWAT SUPPLIES	25.68
CNA SURETY DIRECT BILL	PC-2024/05/14-2028/05/14 NOTARY BOND-EIDENMILLER	40.00
COLLISION FORENSIC SOLUTIONS	CFS CERTIFIED TRAINING	5,000.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	607.00
COUNTRY INNS & SUITES BY RADISSON	PC-LODGING FOR TRAINING-VANN, MOORE	699.62
CRITICAL INCIDENT REVIEW	PC-TRAINING FORCE INVESTIGATION-BETSWORTH	997.00
CULLIGAN OF OMAHA	2024/04/30M BOTTLED WATER	1,379.04
DALLAS CHILDREN'S ADVOCACY CENTER	PC-CRIMES AGAINST CHILDREN-BOYLE	895.00
DAZUMA	PC-SUPPLIES FOR BREAKROOM -DIMMING LAMP	239.39
DETECTACHEM, INC	BOXES FOR DRUG TESTING	917.20
DILLON BROTHERS H-D BUELL	REPAIR FRONT TIRE-MC7	106.38
DOLAN CONSULTING GROUP	PC-TOXIC OFFICER TRAINING-BANKS, IA INVESTIGATION-BANKS, BETSWORTH	625.00
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	400.00
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	157,101.28
ENTERPRISE FM TRUST	2024/04/30M - DEA VEHICLE LEASE	557.32
FAIRFIELD INN & SUITES	PC-LODGING FOR TRAINING-BROM, LUDLOW, KENNY	1,605.00
FBI NATIONAL ACADEMY ASSOCIATES, INC	PC-RENEW MEMBERSHIP-CLARY	130.00
FBI NAT'L ACADEMY ASSOCIATION	PC-ANNUAL CONFERENCE-PAULSEN	615.00
FBINAA - NEBRASKA CHAPTER	PC-SPRING CONFERENCE-MELVIN, JASHINSKE	40.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	40.10
GREAT PLAINS UNIFORMS	NAME EMBROIDERED, UNIFORM ITEMS, BALLISTIC VEST	2,720.32
HARRIS DECALS INC	DECALS-UNIT 605, VIPER CRUISER	516.50
HOLIDAY INN	PC-LODGING FOR TRAINING-WRIGLEY	733.80
HOPE VALENTINE, LLC	2024/04/30M MENTAL HEALTH	600.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	150.00
J P COOKE COMPANY	POCKET STAMPERS-PETTIT, MILLER	98.70
JACKSON SERVICES, INC	DOOR MAT SERVICE	89.80
JEREMY JOHNSON PHOTOGRAPHERS	BUSINESS PORTRAITS	50.00
JOHN E STUCK	REIMB PER DIEM FOR TRAINING	206.50
KEN CLARY	REIMB PER DIEM FOR TRAINING	225.29
LEADSONLINE, LLC	PC-LEADERSHIP CONFERENCE-HOLM	209.00
LINDSEY BETSWORTH	REIMB PER DIEM FOR TRAINING	206.50
LOWE'S	PC-PADLOCKS	55.62
MATRIX BUSINESS SYSTEMS INC	2024/04/30M COPIER EXPENSE	207.85
MENARDS	PC-TOOL BOX, FURRING, SUPPLIES	86.46
MIDLANDS PRINTING	LETTERHEAD FOR DEPARTMENT	868.97
MIDWAY USA.COM	PC-GUN CASES-HOLWERDA	699.05
MIKE PETTIT	REIMB PER DIEM FOR TRAINING	106.63
MOTOROLA SOLUTIONS, INC	2024/06/06-2025/06/05 ANNUAL LICENSE	2,925.00
MOTOROLA SOLUTIONS, INC	2024/06/03-09/19 EVIDENCE LIBRARY SOFTWARE	288.31
MYZONE, INC	PC-2024/03/15 WELLNESS PROGRAM	75.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	PC-MEMBERSHIP DUES-HOBBS	50.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	PC-CREDIT ON NASRO TRAINING-DUCKER	(550.00)
NAT'L TACTICAL OFFICERS ASSOCIATION	PC-SWAT COMMAND TRAINING-SPENCER	779.00
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/11 MONTHLY SERVICE	42.05
PAT KOCHENDERFER	CONTRACTED HOURS	575.40
PCS MOBILE	SECURE ACCESS LICENSE SUBSCRIPTION	699.70
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2024/03/26-05/01 EVIDENCE STORAGE	328.00
POSITIVE CONCEPTS	THERMAL PAPER FOR CRUISERS	1,600.00
PRIORITY 1 FITNESS	2024/06/01-2025/05/31 SERVICE AGREEMENT	470.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	3,992.88
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	3,962.64
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	1,036.99
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	2,362.00
SHARP IMAGE INC	WINDOW TINTING-UNIT 116	225.00

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SOUTHWEST AIRLINES	PC-AIR FARE FOR TRAINING-BOYLE	204.96
STUNNING CANVAS PRINTS	PC-ART WORK-NO SITEQ	349.94
TARGET CORPORATION	PC-SUPPLIES, LAMPS, FLOOR MATS	447.46
THOMSON REUTERS - WEST	2024/04/30M ONLINE SOFTWARE SUBSCRIPTION	220.00
TRISTAR	2024/04/31M CLAIMS PAID	31,660.47
VERIZON WIRELESS	2024/04/24-05/23 MONTHLY SERVICE	583.40
VISTA PRINT	PC-BUSINESS CARDS	176.76
WALMART COMMUNITY	PC-SUPPLIES-NO SITE	226.91
WESTLAKE ACE HARDWARE	PC-FOLDING CRATES, PAINT SUPPLIES, KEYS	252.82
		\$ 259,332.63

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	314.10
AMAZON.COM, LLC	PC-HAND SOAP, MEDICAL SUPPLIES, PRINTER SUPPLIES, LIGHTS, FIRE EXTINGUISHERS	1,104.33
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	1,900.58
BLACK HILLS ENERGY	2024/04/01-05/01 MONTHLY SERVICE	430.26
BODY BASICS FITNESS EQUIPMENT	PC-FITNESS EQUIPMENT	2,176.41
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES, PHARMACY SUPPLIES	4,886.29
CENTURY LINK	2024/04/22-05/21 MONTHLY SERVICE	110.53
DANKO EMERGENCY EQUIPMENT	FIRE SUPPRESSION AGENT	7,680.00
EC DATA SYSTEMS, INC	PC-2024/03/31M SHARE OF FAX SERVER	7.95
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	118,003.98
GP ARCHITECTURE, LLC	BPW-240107 DIST 3 WINDOW REPLACEMENT	10,300.00
HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS	1,303.95
MARCO TECHNOLOGIES, LLC-	2024/04/27-05/26 COPIER EXPENSE	55.16
MENARDS	PC-5PK TEES, TOOL BAG, CREDIT-COUPINGS	(19.98)
MENARDS - RALSTON	PC-KITCHEN BRUSHES	23.76
MONAGHAN CORPORATION	EXTRACTOR SOAP	1,684.08
NATIONAL FIRE PROTECTION ASSOCIATION	PC-RECERTIFICATION-GIFFORD	180.00
NEBRASKA FURNITURE MART	PC-FURNITURE -DIST 2 & 3	6,626.23
OMAHA PUBLIC POWER DISTRICT	2024/03/01-04/25 MONTHLY SERVICE	5,684.07
QUALAROO PRO PROFESSIONAL	PC-QUIZ TAKERS SOFTWARE	479.64
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	2,842.56
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	2,812.32
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	787.98
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	1,662.88
SAMUEL GLOVER	REIMB FOR SANDBAGS	57.90
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	430.25
SUPER VACUUM MANUFACTURING CO	PC-INDEX PLUNGER	35.00
TARGET CORPORATION	PC-OFFICE SUPPLIES	45.69
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	109.50
TRISTAR	2024/04/31M CLAIMS PAID	3,024.91
		\$ 174,740.33

NON-DEPARTMENTAL - CONTRACTS

CENTURY LINK	2024/03/20-05/21 MONTHLY SERVICE	334.64
LOCKTON COMPANIES, LLC	2024/05/31M CONSULTING FEES	1,875.00
REGIONAL METROPOLITAN TRANSIT	2024/01/31M & 2024/02/29M MAT SERVICE	11,645.00
SARPY COUNTY COURT HOUSE	2024/06/30M ANIMAL CONTROL & BALANCE FOR MAY 2024	17,839.00
SCOTT WELCH	PC-2024/04/30M WEB MAINTENANCE	125.00
		\$ 31,818.64

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-UPS SYSTEM, SPLICE CONNECTORS, HEADSET MIC, REPLACEMENT BOARD, LENS CLEANING WIPES	2,438.08
CARASOFT TECHNOLOGY CORPORATION	2024/04/30-2025/04/29 OKTA SUCCESS PLAN SOFTWARE	48,364.96
HOSTGATOR.COM	PC-2024/04/20-05/25 DOMAIN MAINTENANCE	87.99
MENARDS	PC-SUPPLIES	87.11
MOTOROLA SOLUTIONS, INC	BATTERIES	396.00
SHI INTERNATIONAL CORP	2024/04/22-2025/04/21 ESSENTIALS DATA MANAGEMENT	18,554.00
TESSCO	ATTENUATORS	126.19

MINUTE RECORD

CLAIMS FOR MAY 21, 2024

PAGE 10

INFORMATION TECHNOLOGY (CONT'D)

TJ CABLE	2024/03/31M LOCATES	200.00
WESTLAKE ACE HARDWARE	PC-SUPPLIES	164.19
		\$ 70,418.52

2206 LONGO DR (ANNEX)

C&E INDUSTRIES	2024/03/31 MONTHLY JANITORIAL SERVICE	3,830.60
CITY WIDE MAINTENANCE OF OMAHA	MANAGED JANITORIAL SERVIES	160.50
COX BUSINESS SERVICES	2024/03/27-04/26 MONTHLY SERVICE	126.82
HEARTLAND PROPERTIES, INC	LEASE COMMISSION FOR KAHL THERAPY CENTER	2,070.00
JIFFY/LEVENSPN'S SUPPLY	CLEANING SUPPLIES, VA SUPPLIES	1,319.26
LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2024/04/12	13,228.34
METROPOLITAN UTILITIES DIST	2024/03/07-04/04 MONTHLY SERVICE	876.40
OMAHA PUBLIC POWER DISTRICT	2024/02/21-03/22 MONTHLY SERVICE	5,161.34
PAPILLION SANITATION	2024/03/31M SERVICE	332.68
SELDIN LLC	FIX CLOGGED VACUUM, VA PLUMBING, SUPPLIES FOR DOOR LOCKS & HINGES, RESET BREAKER, REPLACED HALLWAY LIGHTS	3,266.35
SELDIN LLC	MANAGEMENT FEES	1,450.00
STATE FIRE MARSHALL TRAINING DIVISION	2024 ANNUAL INSPECTION	120.00
STERICYCLE, INC	STERI-SAFE OHSA COMPLIANCE SUB	180.85
TAILORED LAWN, INC	SPRING CLEAN UP, MULCH	4,200.00
WATERLINK INC	2024/04/30M WATER TREATEMENT SERVICE	431.63
		\$ 36,754.77

WASTEWATER

AMAZON.COM, LLC	PC-MATHEMATICS FOR PLUMBERS, GAS LEAK DETECTOR, BINDERS	304.05
AT&T MOBILITY	2024/03/22-04/21 MONTHLY SERVICE	688.94
CENTURY LINK	2024/03/22-05/21 MONTHLY SERVICE	830.33
CHARLES MACHINE WORKS, INC	DUAL CHANNEL ENCODER	993.63
ELLIOTT EQUIPMENT CO	TENSIONER ARM, TUBE STORAGE STRAP	1,647.26
EMPLOYEE BENEFITS SYSTEM	2024/05/31M HEALTH INSURANCE	15,612.69
FEDERAL EXPRESS CORPORATION	PC-COMPUTER SHIPPING CHARGE	227.02
GRAINGER	MARKING FLAGS	73.20
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK LIFT 2024/03/31-05/04	1,958.84
MENARDS	PC-PAINT, SUPPLIES, WATER, SHOVELS, RAKES, TOOLS	611.50
MICHAEL TODD INDUSTRIAL SUPPLY	LOOPER, CONES, BARRICADES	2,562.02
NAPA AUTO PARTS	PC-COOLANT	15.98
OMAHA PUBLIC POWER DISTRICT	2024/03/12-04/23 MONTHLY SERVICE	4,146.54
PRECISE MRM LLC	FLAT DATA PLAN	46.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-G CHONIS	197.99
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M DENTAL INSURANCE	504.40
RELIANCE STANDARD LIFE INSURANCE CO	2024/05/31M DENTAL INSURANCE	564.88
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LIFE	133.93
RELIANCE STANDARD LIFE INSURANCE CO	2024/04/30M LTD	166.28
UTILITY EQUIPMENT COMPANY	CONC REDUCER, COUPLING	548.03
		\$ 31,833.51

ECONOMIC DEVELOPMENT LB840

AMERICAN RESORT MANAGEMENT, LLC	2024/04/31M REIMBURSABLE	1,929.21
AMERICAN RESORT MANAGEMENT, LLC	2024/04/30M SERVICES FOR INDOOR WATERPARK PROJECT	12,500.00
GOSS & ASSOCIATES-ECONOMIC	REVISED ECONOMIC IMPACT STUDY	5,500.00
		\$ 19,929.21

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2024/04/25 MONTHLY SERVICE	100.19
		\$ 100.19

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2024/03/17-22 CDBG CONSULTANT EXPENSE	1,542.80
COLUMN SOFTWARE, PBC	PC-LEGAL AD	54.06
		\$ 1,596.86

MINUTE RECORD

CLAIMS FOR MAY 21, 2024

PAGE 11

FEDERAL FORFEITURES - JUSTICE FUNDS

VERIZON WIRELESS	MONTHLY CELLULAR SERVICE	581.32
		<u>\$ 581.32</u>

BELLEVUE MUNICIPAL BUILDING

BLACK HILLS ENERGY	2024/04/01-04/30 MONTHLY SERVICE	115.20
		<u>\$ 115.20</u>

TOTAL CLAIMS FOR MAY 21, 2024	<u>\$ 2,090,512.20</u>
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TOTAL PAYROLL FOR MAY 10, 2024	<u><u>\$ 1,614,876.64</u></u>
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City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action taken on your request or when the matter will be presented to the City Council for consideration.

Name: Frank Plummer

Address: 10102 S 14th St

Telephone Number: 4026791038 Email Address: f.plummer@cox.net

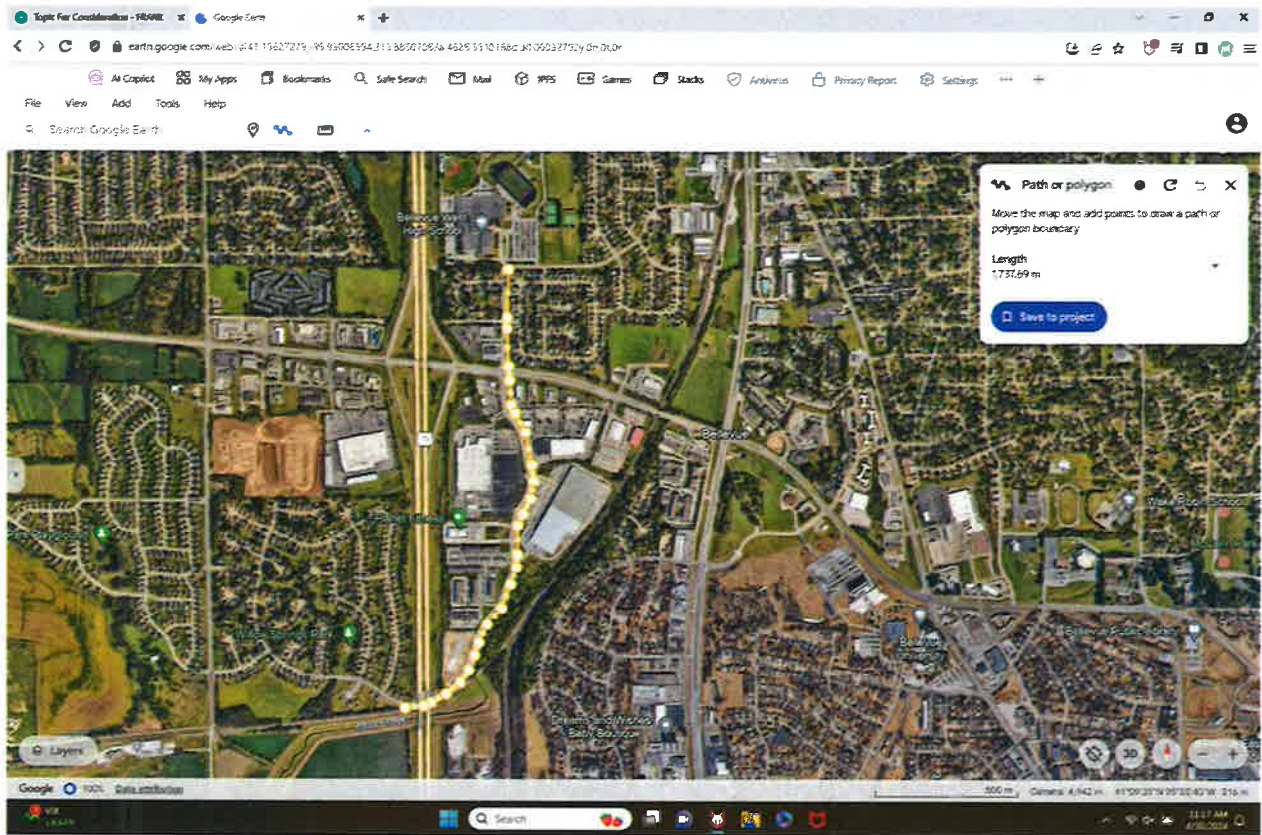
Date Submitted: 4/30/2024 Date of Requested City Council Meeting: 5/21/2024

Description of Requested Topic:

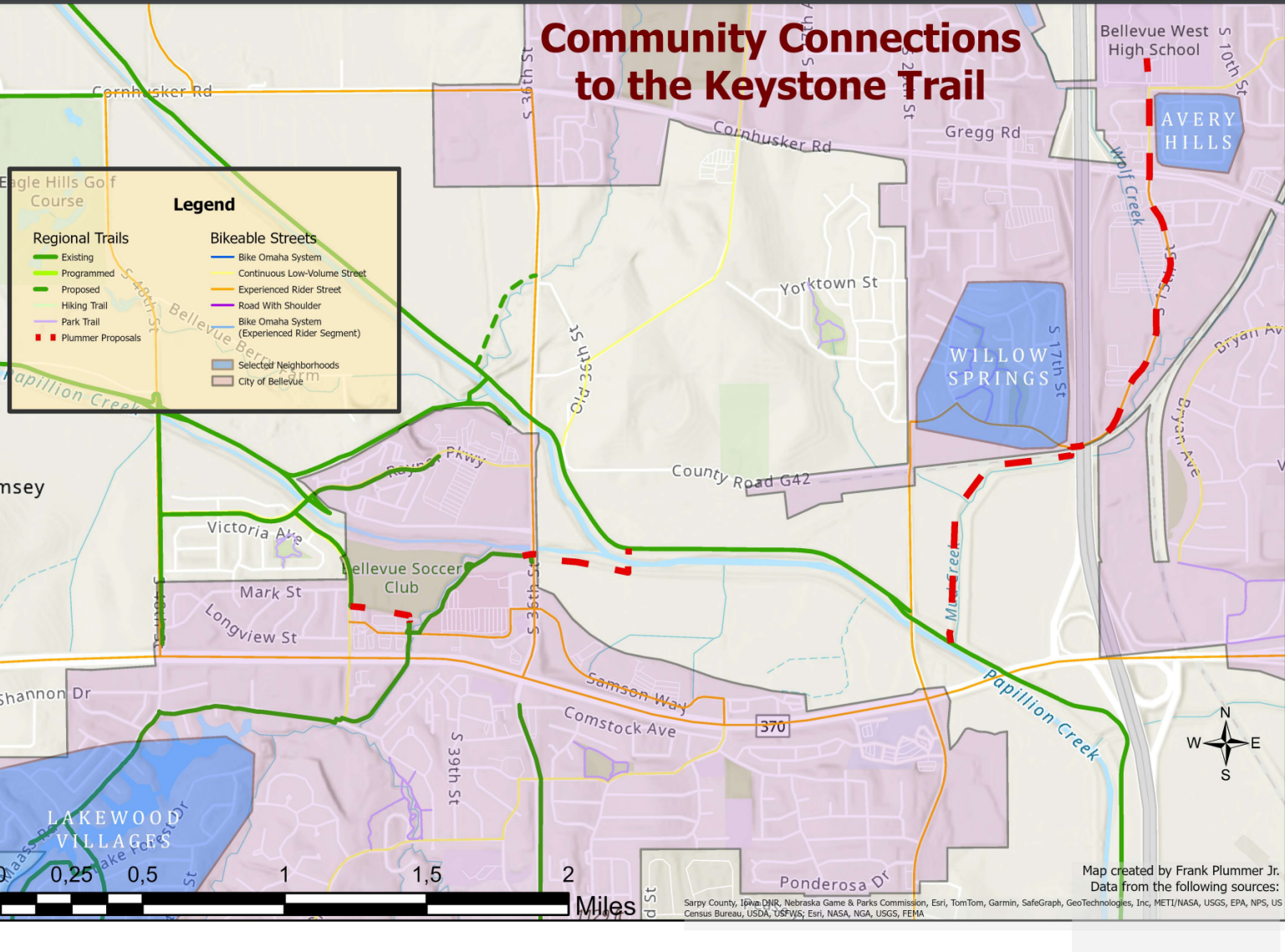
Install paved multi purpose pathway with signage from South East corner of Thurston Avenue & 15th Street to Hogantown Drive. Pathway should follow east side of 15th Street and end on south side of Hogantown Drive at approximately 1703 Hogantown Dr. The pathway would provide a safe pathway for residents living north of Cornhusker Road, East of Kennedy Freeway and west of Fort Crook Road a safe route to Papio Trail/ Bellevue Loop Trail. Federal grants are available to design and build such a pathway. <https://grants.gov/search-results-detail/353043>

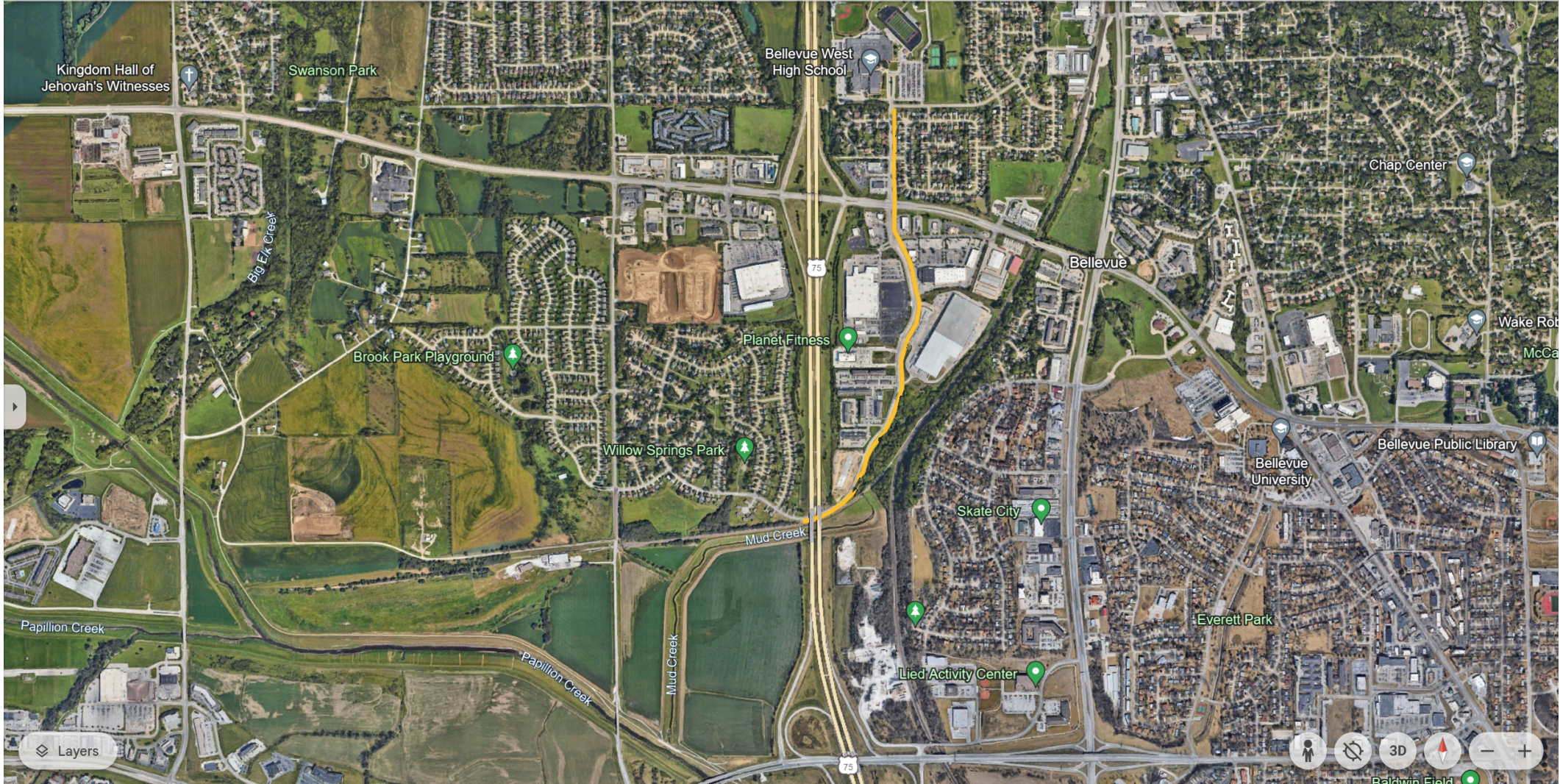
For Office Use Only:

Date of City Council Meeting: 5/21/2024 Applicant Contacted: 5/13/2024



Community Connections to the Keystone Trail







Path or polygon

Move the map and add points to draw a path or polygon boundary

Length
1,169.73 m

Save to project

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
5/21/2024

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:

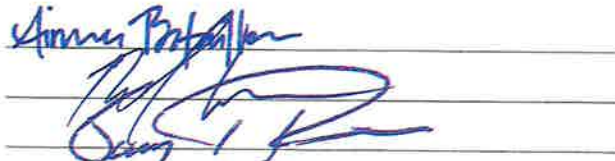
1. PC Recommendation	2. Staff Report	3. Ord. No. 4153
4. Mixed-Use Agreement	5.	6.

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

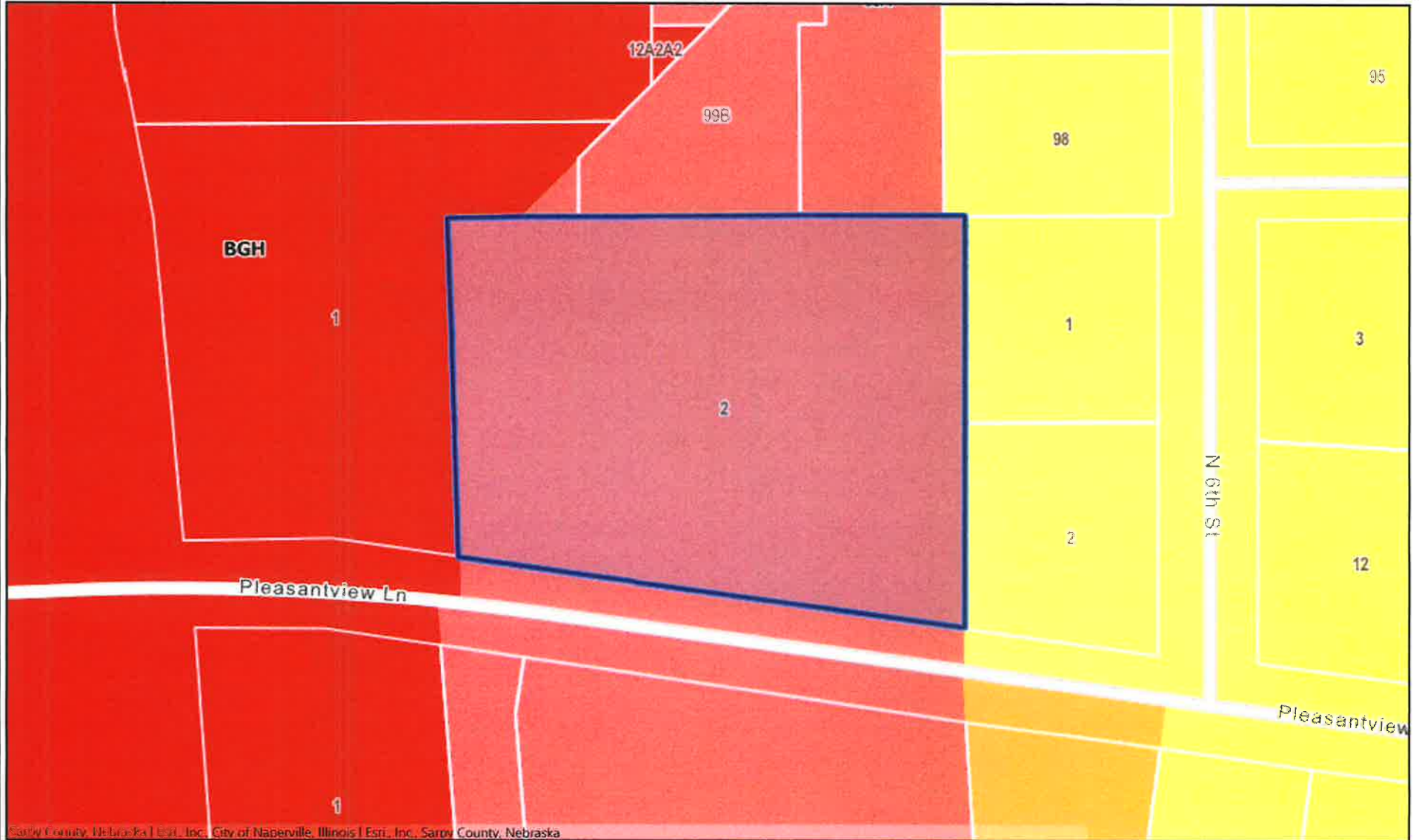
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Zoning Justification Letter dated March 4, 2024
4. Site plan received February 23, 2024
5. Landscape plan received February 23, 2024
6. Mixed-Use Agreement received February 23, 2024

VII. COPIES OF REPORT TO:

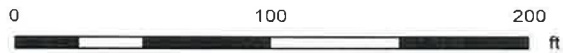
1. Carolyn Pospisil, Housing Foundation for Sarpy County
2. Thompson, Dressen & Dorner, Inc (Trevor Veskrna)
3. Public Upon Request


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





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.

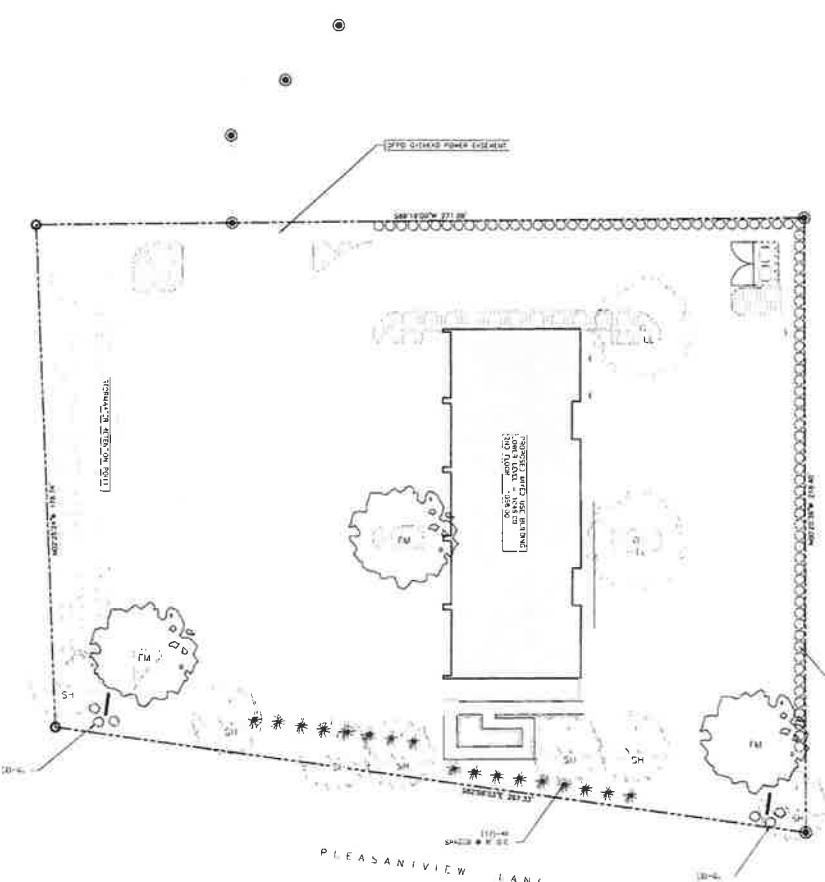
Respectfully,

THOMPSON, DREESSEN & DORNER, INC.



Trevor Veskrna, P.E.

TDV/slh



PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	MATURE HEIGHT	MATURE SPREAD	TOTAL QUANTITY
S1	SELEBRINA FRAXINIFOLIA BAYBOLL	SEATTLE REDWOOD	2.5" Cal. min.	BBB	45'	35'	7
F1	FRAXINUS VIRGINIANA	FREDONIA MAPLE	1.5" Cal. min.	BBB	30'	30'	1
L1	LILIA ZORNIANA	CORNWALL LILYLEAF LILY	2.5" Cal. min.	BBB	40'	24'	2
AN	ANEMONE CANADENSIS	ANEMONE VIBURNUM	2.5 Cal. min.	CCCF	6'	6'	85
OL	OLIVUS ASPERIFOLIA VIRELLOM	SPRING-LIKE FERNBARK PLUM	1.5 Cal. min.	CCCF	5'	6'	8
RT	CRATAEGUS ACUTIFOLIA	RAIL FENCE	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.

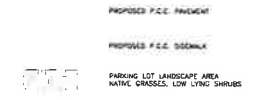


VICINITY MAP

ENGINEER
 THOMPSON, DRESSSEN & CORNER
 2830 OLD VILL ROAD
 OMAHA, NEBRASKA 68114
 PHONE: 402-330-8860

- NOTES
- EXISTING ZONING IS C2 (GENERAL BUSINESS) PROPOSED ZONING IS MU (MIXED USE)
 - OVERHEAD POWER LINES CROSS THE SITE EASEMENT LOCATION IS SHOWN
 - WALK AND SIG. TO BE PROVIDED BY OWNER
 - POWER TO BE PROVIDED BY C.P.F.D.

SITE LEGEND



LANDSCAPE CALCULATIONS

STREET SIDE LANDSCAPING DIST. 8.12.20
 REQUIREMENT
 * MINIMUM 15 FT DEEP LANDSCAPED PARK
 PROVIDED
 * 13 FT

PARKING LOT LANDSCAPING DIST. 8.12.20
 REQUIREMENTS
 * INTERIOR LANDSCAPING 19 SF PER PARKING SPACE
 TOTAL PARKING SPACES IN PARKING LOT = 72 SPACES
 72 SPACES * 19 SF / SPACE = 1368 SF
 PROVIDED
 * INTERIOR LANDSCAPING IN PARKING LOT = 1079 SF
 (SEE RESUBMITTAL DIST. 8.12.20)

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

PARKING LOT WALKWAY BELLS
 PARKING LOT 1, 300 SF / 300 SF = 1
 NEED 3 TREES



thompson, dresssen & corner, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 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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Drawn By: TDV Reviewed By: DSD
 Job No: 1270-104 Date: 01-17-24

SPR Landscape Plan

C3.0

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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.

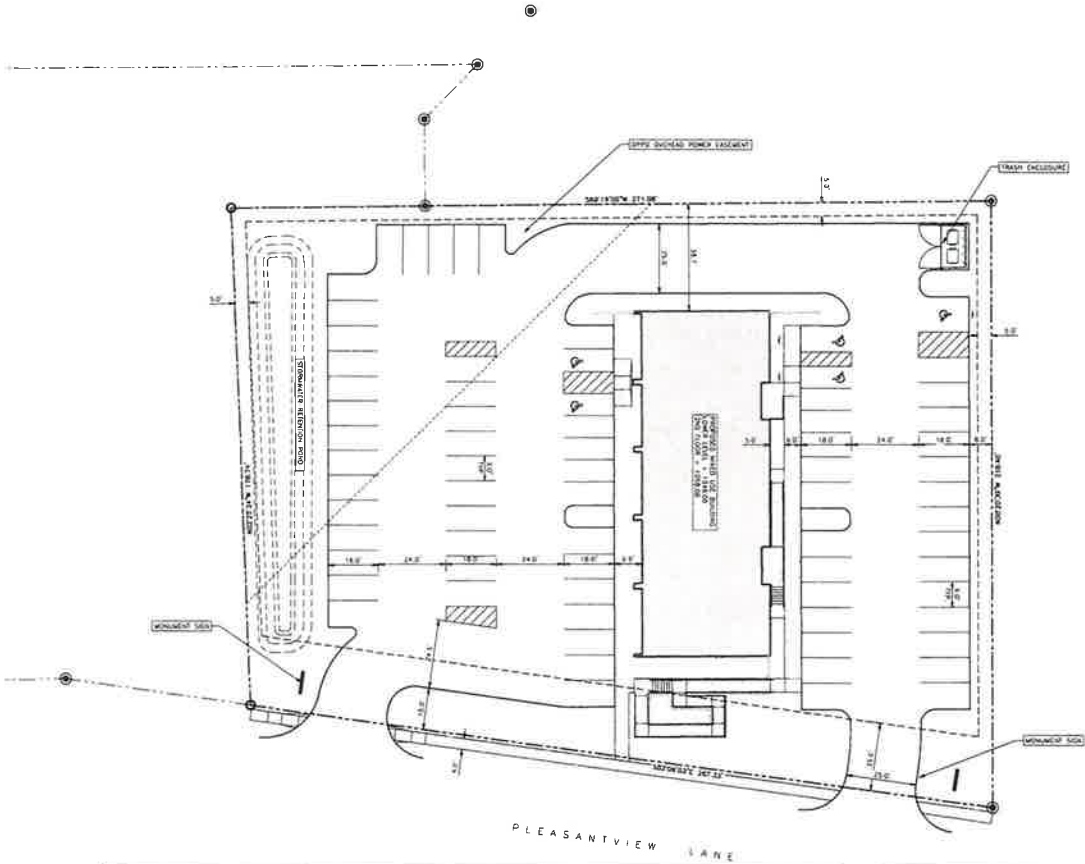
Witness my hand and notarial seal on the day and year last above written.

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, NE 68154
PHONE: 402-330-8860

NOTES

1. EXISTING ZONING IS OR (GENERAL BUSINESS) PROPOSED ZONING IS MU (LOCAL USE)
2. OVERHEAD POWER LINES CROSS THE SITE (CASHEMENT LOCATION IS ASSUMED)
3. WATER AND GAS TO BE PROVIDED BY MUA
4. POWER TO BE PROVIDED BY DUFFE

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 (SQUARE FEET)	BUILDING COVERAGE (SQUARE FEET)	BUILDING COVERAGE (%)	GROSS FLOOR (SQUARE FEET)	FLOOR AREA RATIO	PAVEMENT AREA (SQUARE FEET)	TOTAL IMPERVIOUS (SQUARE FEET)	TOTAL OPEN SPACE (SQUARE FEET)	TOTAL OPEN SPACE (%)
LOT 2	MU22 (LOCAL USE)	54,127 SF (1.24 AC)	5,767	10.6%	24,000	0.44	34,718	34,718	72	12.7%

PARKING STATISTICS		
PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
1 STALL PER 1,000 SF OF LEASABLE MULTIPURPOSE SPACE	30 STALLS (MINIMUM)	40
2 STALLS PER DWELLING UNIT	10 STALLS (MINIMUM)	18
TOTAL	40 STALLS	58 STALLS

SETBACK REQUIREMENTS		
MU	REQUIRED	PROPOSED
FRONT YARD	10'	10'
SIDE YARD	5'	5'
REAR YARD	5'	5'

BUILDING STATISTICS						
STORIES	HEIGHT	COMMERCIAL SPACE (SQUARE FEET)	UNITS	BEHOOUS	FLOOR AREA (SQUARE FEET)	DENSITY (UNITS/AC)
1	43'-0"	5,767	0	0	24,000	19.2

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Thompson, Dreesesen & Dörner, 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

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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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FEB 23 2024

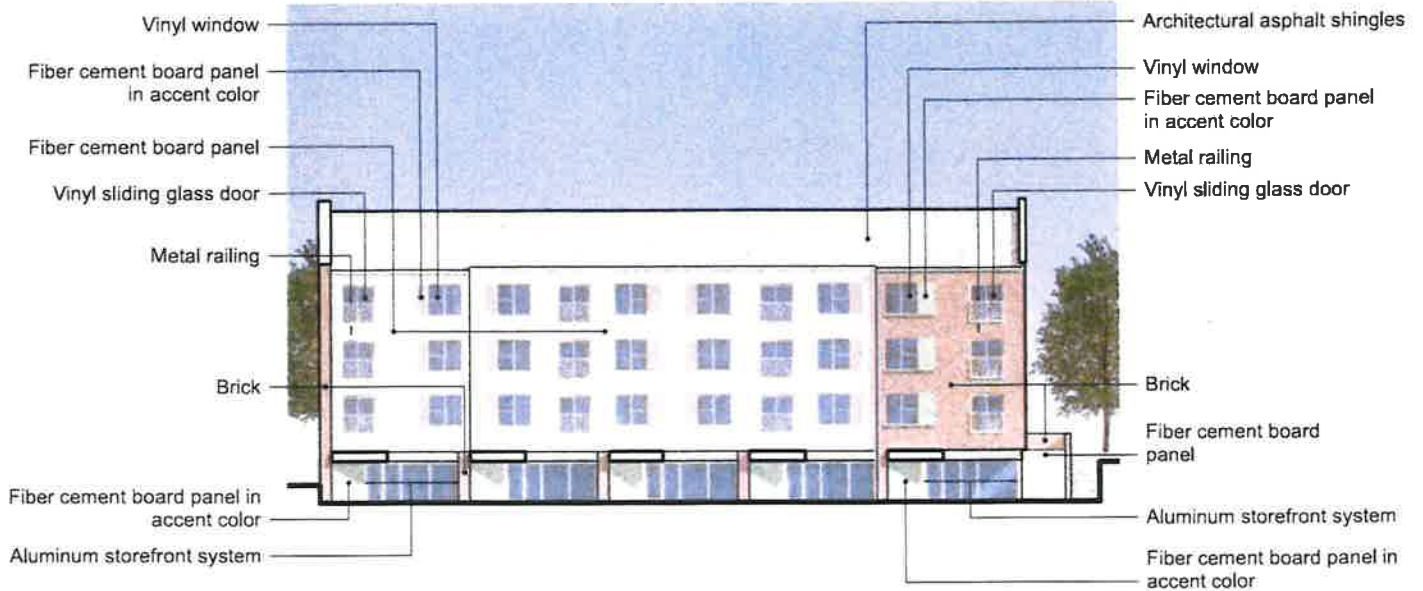
PLANNING DEPT.

Appendix "A"
Pleasantview Mixed Use
Building Elevations

Material Percentages

Brick and Glass 50%

Fiber Cement Board Panel 50%

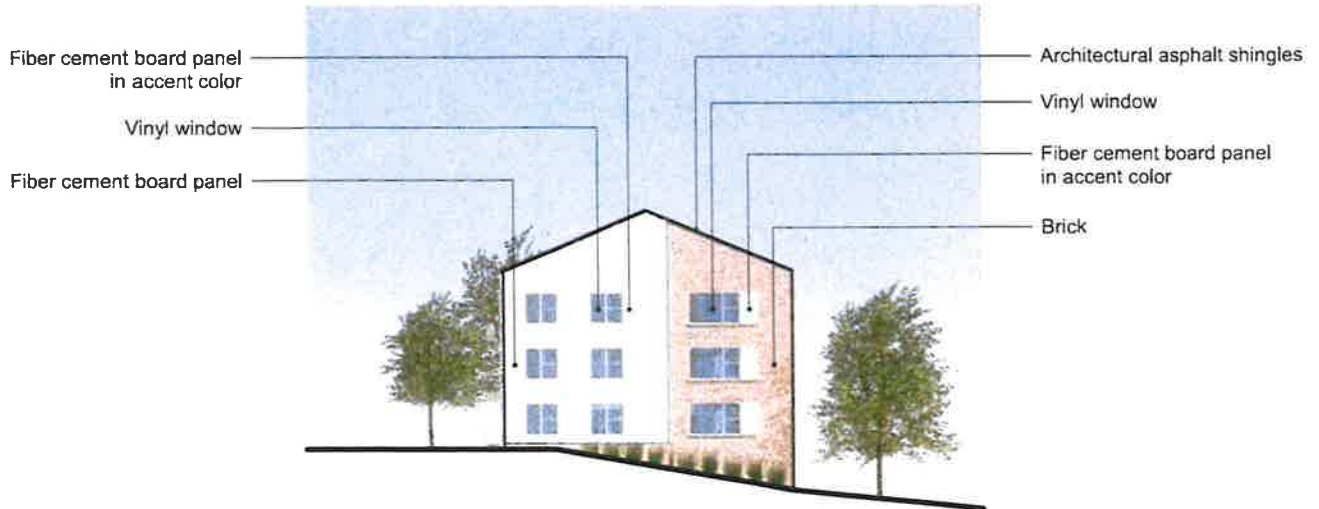


11 West Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages

Brick and Glass 50%

Fiber Cement Board Panel 50%

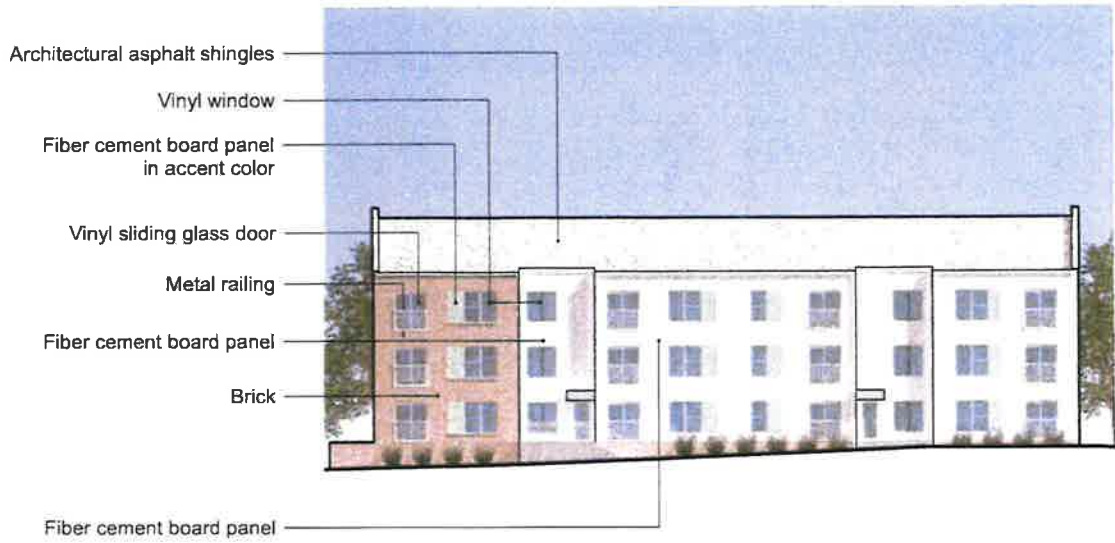


21 North Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages

Brick and Glass 50%

Fiber Cement Board Panel 50%

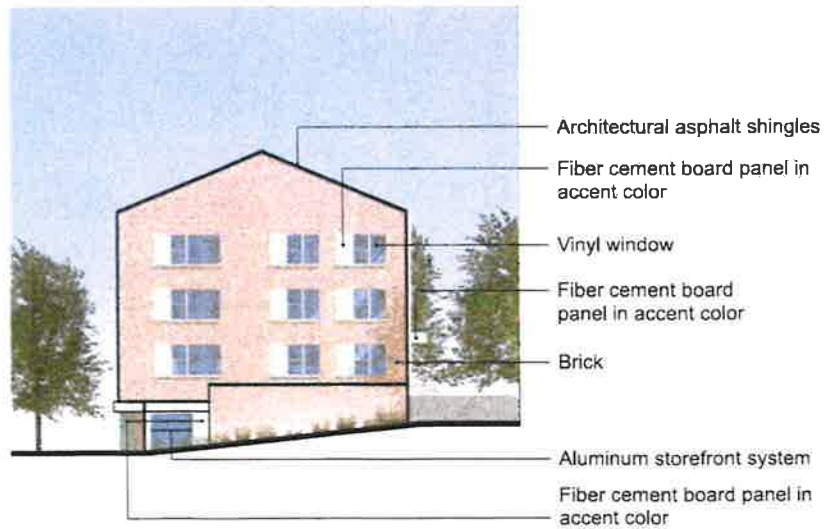


11 East Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages

Brick and Glass 89%

Fiber Cement Board Panel 11%

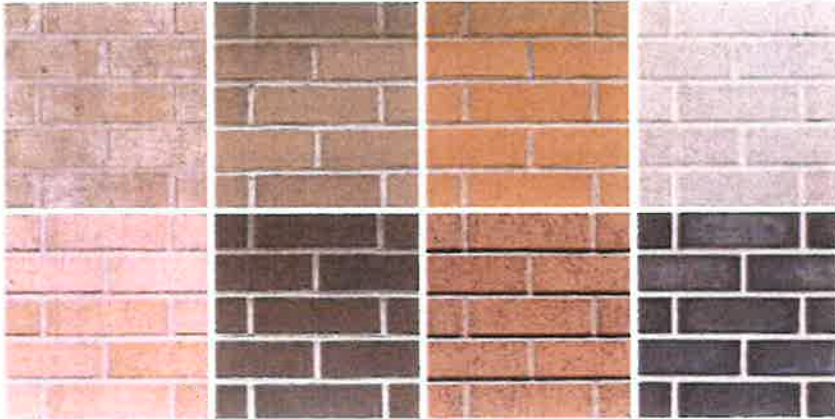


21 South Building Elevation
Scale: 1/32" = 1'-0"

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



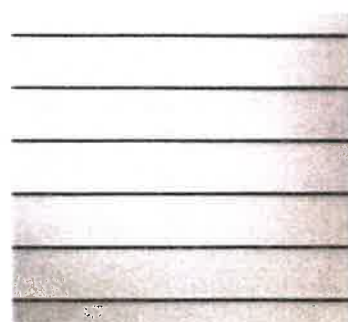
ALUMINUM OR FIBERGLASS INSULATED GLASS STOREFRONT, VINYL WINDOWS



FIBER CEMENT BOARD PANEL



EIFS



FIBER CEMENT LAP SIDING

ACCENT MATERIALS



COMPOSITE POLYMER SIDING

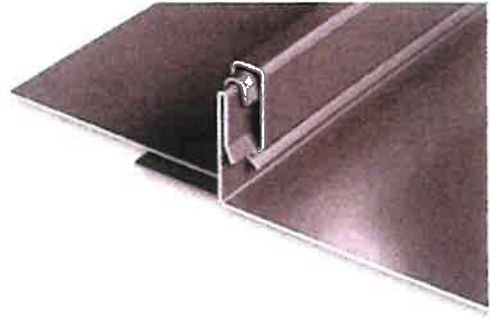
ROOFING



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

COUNCIL MEETING DATE: May 21, 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 type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to approve the Mixed Use Development Agreement for Lot 2, Menke's Second Addition. Applicant: Housing Foundation for Sarpy County. General Location: 2202 Pleasantview Lane.

SYNOPSIS/BACKGROUND:

HFSC is requesting approval of their Mixed Use Development Agreement as part of their requested Mixed Use zoning designation for their project on Lot 2, Menke's Second Addition. Per the discussion at the May 7, 2024 Council meeting, the language allowing music and speakers on page 15 of the agreement has been removed at the request of the applicant.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

The Planning Department is recommending approval of this agreement.

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="MixedUseDevelopmentAgreement"/> | 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:

Tammi Palm

[Signature]

[Signature]

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 to 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.

Exhibit "C"
ARCHITECTURAL AND SITE
DESIGN GUIDELINES

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



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 $\frac{1}{4}$ " 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. 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**

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

Appendix "A" Pleasantview Mixed Use Building Elevations

Material Percentages

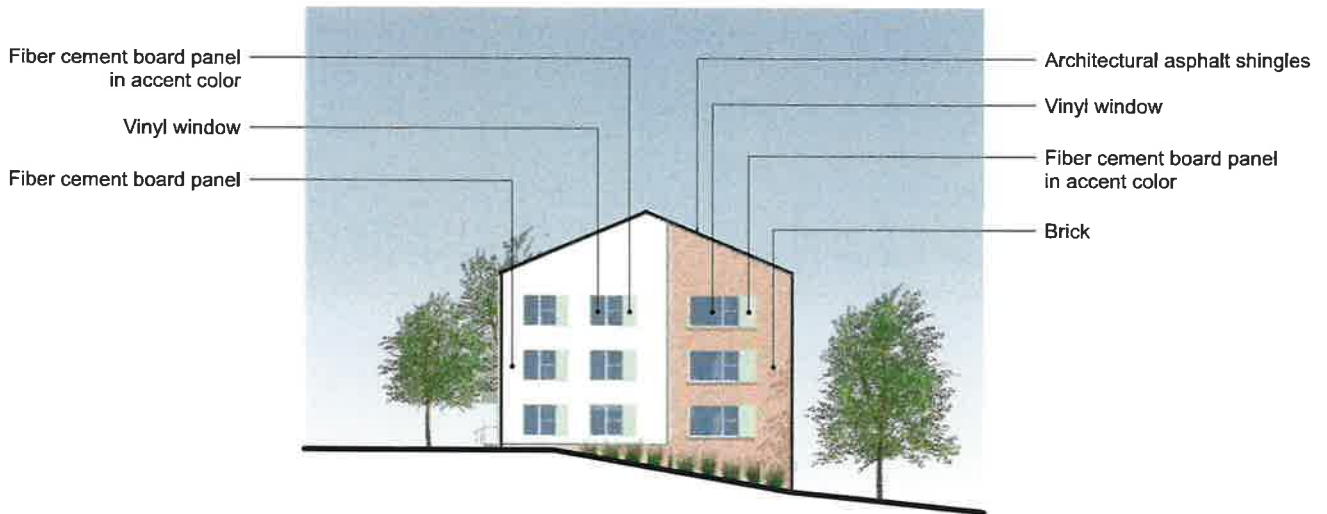
Brick and Glass 50%
Fiber Cement Board Panel 50%



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

Material Percentages

Brick and Glass 50%
Fiber Cement Board Panel 50%

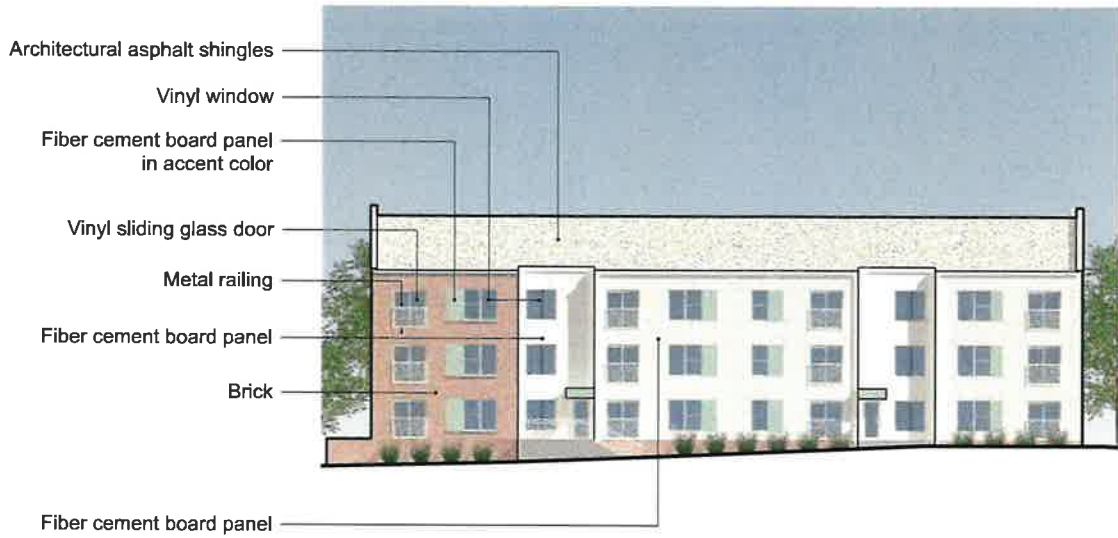


21 North Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages

Brick and Glass 50%

Fiber Cement Board Panel 50%

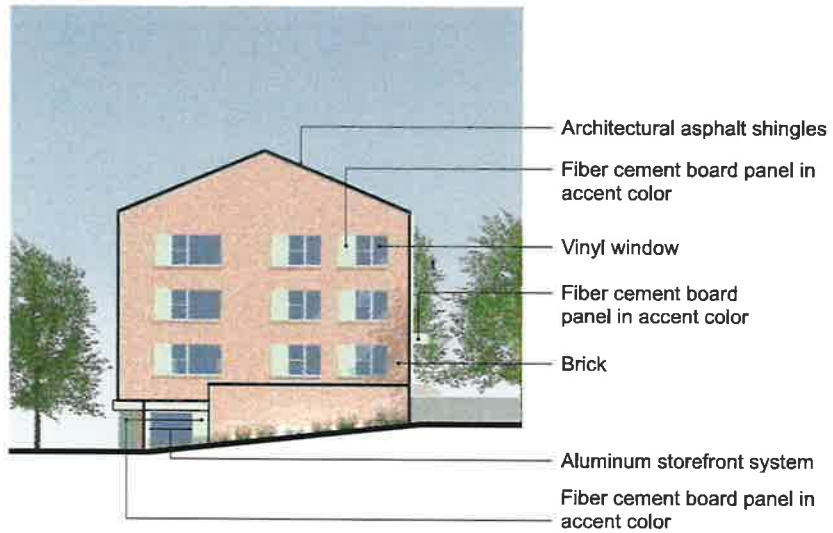


11 East Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages

Brick and Glass 89%

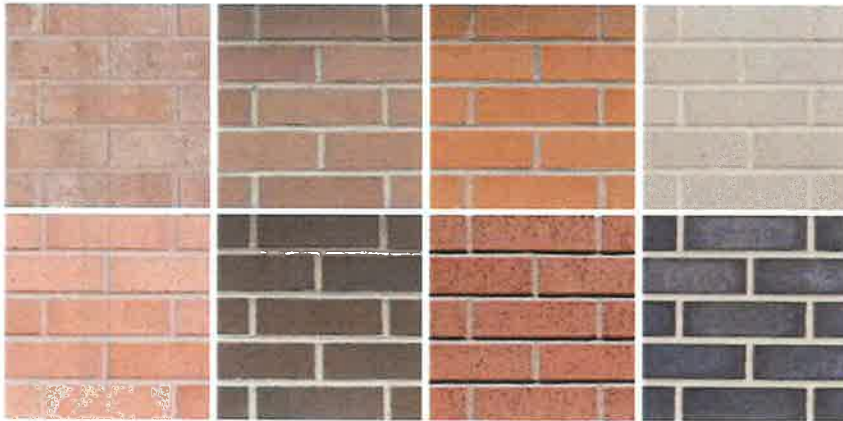
Fiber Cement Board Panel 11%



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

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

PRIMARY MATERIALS



BRICK



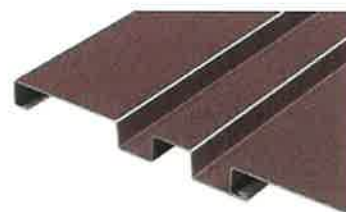
GLAZED BLOCK MASONRY



BURNISHED FACE MASONRY



ARCHITECTURAL GRADE METAL PANEL



PRIMARY MATERIALS



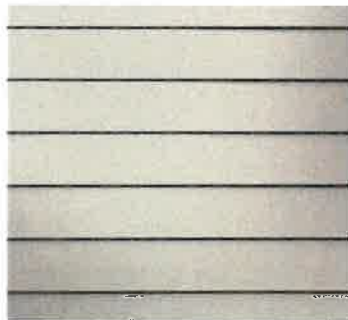
ALUMINUM OR FIBERGLASS INSULATED GLASS STOREFRONT, VINYL WINDOWS



EIFS



FIBER CEMENT BOARD PANEL



FIBER CEMENT LAP SIDING

ACCENT MATERIALS



COMPOSITE POLYMER SIDING

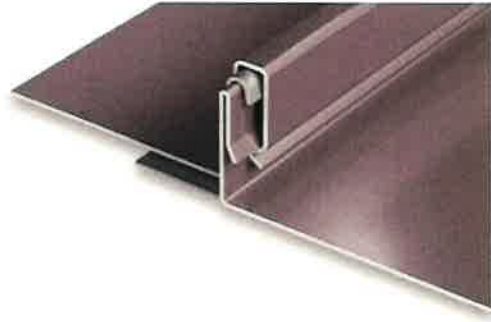
ROOFING



ARCHITECTURAL ASPHALT SHINGLES



STANDING SEAM METAL ROOF



Appendix "C"
Pleasantview Mixed Use
Site Furnishings



Bench: Huntco "Willamette"



Receptacle: Huntco "Wenatchee"



Bike rack: Huntco "Staple"

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
5/21/2024

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. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Memo"/>	3. <input type="text" value="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:

Sinnu Bopprella

Tammi Palm

Dawn I...

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**

11c.
5/21/2024

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:

[Handwritten signatures in blue ink]

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



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 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

11d.
5/21/2024

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

12a.
5/21/2024

COUNCIL MEETING DATE: 05/21/2024		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, 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.
 Amended the annual upgrade study is partially completed resulting in additional proposed changes in the cost of approx. \$945 additional expense for the fiscal year. Additionally, the Paralegal position is being reinstated.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve 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

<u>Section 2. Appointed Officials</u>	<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>

<u>Section 2a. Unclassified</u>	<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>8,356 – 11,185</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>
Communications Director <u>Community Relations Media Coordinator</u>	\$ 5,983 – \$8,083 <u>6,209 – 8,798</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</u> – <u>12,090</u>
Police Chief	\$ 9,415 - \$12,987
Public Works Director	\$ 8,709 – \$12,049 <u>9,150</u> – <u>12,659</u>
Public Works Engineer II	\$ 6,363 – \$8,967 <u>6,685</u> – <u>9,421</u>
Risk Manager	\$ 5,674 – \$7,648 <u>5,961</u> – <u>8,036</u>

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 22.53 – \$30.99 <u>23.67</u> – <u>32.56</u>
	Executive Secretary	\$ 26.57 – \$36.69 <u>27.91</u> – <u>38.55</u>
	Emergency Medical Services Supervisor	\$45.75 - \$60.20
	Human Resources Assistant	\$ 23.05 – \$31.22 <u>24.22</u> – <u>32.80</u>
	<u>Paralegal</u>	<u>\$27.56 - \$37.51</u>
	<u>Sr. HRIS/Payroll Specialist</u>	\$ 24.38 – \$33.63 <u>25.61</u> – <u>35.33</u>
	<u>Office of Professional Standards Coord.</u>	\$ 27.25 – \$34.76 <u>28.63</u> – <u>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

Range (hourly)

Part-Time Administrative Intern Position: \$12.00 to \$13.50

Ambulance Billing Clerk \$21.12 to \$28.95

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.
5/21/2024

COUNCIL MEETING DATE: 05/21/2024		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 1724 Wilshire 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 1724 Wilshire Drive.

ATTACHMENTS:

- Application for Event
- Certificate of Insurance
- Staff Review Forms
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





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

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: 5/8/24

Contact Person Information for Organization:

Name: AJ Madsen Phone: 4022535192 Email: omahalodge288events@gmail.com
Address: 4905South 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:
1724 Wilshire Drive Bellevue Nebraska

Dates of Event: June 29, 2024 Alternate Dates: Hours of Event: 7am - 3pm

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:

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

5/15/24

City Council hearing date:

5/21/24

License Fee of \$50 paid on:

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 Stroehrer

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: May 8, 2024

SUBJECT: Recommend approval of an event license application for Omaha Masonic Lodge # 288, for Cars for a Cause, a benefit car show benefiting the Nebraska Humane Society, at 1724 Wilshire Drive, on 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 May 13, 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

David Goedeken

Signature or Fill in Your Name

1/25/24

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 Goedecken

FROM: Susan Kluthe

DATE: May 8, 2024

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Comments

No Comments

Karen Chandler
Signature or Fill in Your Name

5/9/2024
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: May 8, 2024

SUBJECT: Recommend approval of an event license application for Omaha Masonic Lodge # 288, for Cars for a Cause, a benefit car show benefiting the Nebraska Humane Society, at 1724 Wilshire Drive, on from 7:00 a.m. to 3:00 p.m. on Saturday, June 29, 2024.

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Comments

No Comments

No comments or concerns from Police.

Cpt. Kurt Stroehler #171

Signature or Fill in Your Name

5/8/24

Date



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):
	INSURER(S) AFFORDING COVERAGE	
INSURED Omaha Masonic lodge#288 AJ Madsen 4905 S 131st Street Omaha, NE 68137	INSURER A: Houston Casualty Company	NAIC # 42374
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


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			H23SE00155/TM326503	06/29/2024 12:01AM	06/30/2024 2:01AM	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/>						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							DEDUCTIBLE \$ 0
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$				
			\$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

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 City of Bellevue 1500 Wall Street Bellevue, NE 68005. Additional Insureds include: City of Bellevue 1500 Wall Street Bellevue, NE 68005; City of Bellevue.

CERTIFICATE HOLDER City of Bellevue 1500 Wall Street Bellevue NE, 68005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Notice of Public Hearing
Cars For A Cause Event

Notice is hereby given, pursuant to the Bellevue City Code, on Tuesday, May 21, 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 at 1724 Willshire Drive.

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.
5/21/2024

COUNCIL MEETING DATE: May 21, 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 type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the Redevelopment Plan for Lot 2, Bellevue Replat Three. Applicant: Franklin Flats, LLC.
General location: 2009 Franklin Street.

SYNOPSIS/BACKGROUND:

The applicant is requesting approval of the redevelopment plan for Lot 2, Bellevue, Replat Three. The project site is approximately .52 acres in size and developed with a vacant 9,200 square foot office building built in 1954 and a paved area for parking. The applicant is proposing redevelopment of the property by renovating the existing building and adding a second story. With this renovation the applicant will allocate 6,000 square feet of the existing space to a daycare and the remaining 12,000 square feet will consist of nine two-bedroom apartments; seven apartments to be located above the daycare and two ADA accessible apartments on the ground floor. As part of the redevelopment plan the applicant is requesting approval of \$491,000 in Tax Increment Financing.

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 Commission and Planning Department are both recommending approval of this Redevelopment Plan.

ATTACHMENTS:

- | | | |
|--|--|--|
| 1. <input type="text" value="Planning Commission Recommendation"/> | 2. <input type="text" value="Staff Memo"/> | 3. <input type="text" value="Resolution No. 2024-10"/> |
| 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: Franklin Flats, LLC

CASE #: ECD-64

CITY COUNCIL HEARING DATE: May 21, 2024

REQUEST: to approve the Redevelopment Plan for Lot 2, Bellevue Replat Three.

On April 25, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

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.

VOTE:

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

Planning Commission Hearing (s) was held on: April 25, 2024



We Influence The World!

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

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: May 13, 2024
Subject: Lot 2, Bellevue Replat Three

Attached for your review and recommendation is the Redevelopment Plan for Franklin Flats. This plan proposes the redevelopment of Lot 2, Bellevue Replat Three. This area was previously designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The project site, located on the northeast corner of East 21st Avenue and Franklin Street, is approximately .52 acres in size and developed with a vacant 9,200 square foot office building that was built in 1954, and a paved area for parking. The property lacks improvements and has been vacant for many years.

The applicant is proposing redevelopment of the property by renovating the existing building and adding a second story. The finished square foot of the building would be 18,000 square feet with the addition of the second story. With this renovation the applicant will allocate 6,000 square feet of the existing space to a daycare and the remaining 12,000 square feet will consist of nine two-bedroom apartments; seven apartments to be located above the daycare and two ADA accessible apartments on the ground floor.

The applicant indicates this project will support the redevelopment of the City of Bellevue by expanding housing options in the Olde Towne area and will supplement the Olde Towne Vision Plan because of its location, close to the center of Olde Towne.

The applicant is estimating the property's assessed valuation to be \$2,553,598 upon completion of the project. The applicant is using the current assessed value of \$191,318 as the base value.

The Redevelopment Plan states there is approximately \$2,775,650 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$491,000 of these expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The City Attorney and Finance Director have reviewed the Plan and found it acceptable regarding legal content and the proposed interest rate.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area that has remained vacant and underutilized.

The Future Land Use Map of the Comprehensive Plan designates this area as an activity center. The Purpose of an activity center is to create a pedestrian scale village that allows community members to work, shop, live, and enjoy the outdoors all within close proximity. The applicant's proposed site plan would create this type of space for Olde Towne.

The property is presently zoned BGM (Metropolitan General Business) - OTO (Old Towne Overlay District). The applicant's proposed development is in conformance with the Comprehensive Plan.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in local publications and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of the Redevelopment Plan based on 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.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL based on 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.

To: Chairman and Members of the Planning Board

From: Franklin Flats, LLC, Owner/Applicant

Date: 3/21/2024

Subject: Franklin Flats – 2009 Franklin St., Bellevue, NE

Project Description

Background:

The project site is Lot 2, Bellevue Replat Three, which is located at 2009 Franklin St. on the Northeast corner of 21st Ave & Franklin St. in Bellevue, NE. The existing building was built in the 1950s and formerly used as a day care center and the site includes a paved lot for parking. The property overall is rundown and has been out of service for many years.

The property is designated as part of a “blighted and substandard” area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue’s redevelopment of the blighted and substandard area and particularly will supplement the Olde Towne Vision Plan. The property is located approximately one block north of the Olde Town Core Area and fronts along Franklin Street, the primary thoroughfare to the Olde Town Core Area from the north.

The developer for this project has overseen multiple construction projects including the successful completion of two townhouse style apartment buildings with 12 total units on the vacant land to the north of the project site.

Existing Land Use and Conditions of the Redevelopment Site:

The site is approximately .5 acre in size and contains a vacant 9,200 sq ft one story office building built in 1954 which is in poor condition. The property is currently zoned as Metropolitan General Business (BGM) and is part of the Olde Towne Overlay District (OTO).

The site has already been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

Proposed Use and Project Details:

The proposed project will renovate and add to the existing building, creating nine two-bedroom apartments and renovating 6,000 square feet of the existing space for a daycare. Seven of the apartments will be located on the top floor above the daycare and two ADA accessible apartments will be created on the ground floor. Attached hereto as Exhibit “A” are preliminary plans and draft elevations/perspectives.

The subject property is owned by the applicant, Franklin Flats, and will be developed by McCright Properties, LLC, which is managed by Nick McCright. Nick McCright is also the principal shareholder, director, and officer of Franklin Flats. The building design is by Arrow Architects, in Omaha, NE. Engineering services are provided by TD2 Engineering & Surveying and Performance Engineering.

The applicant anticipates construction to begin Fall 2024 with completion of Phase I in the Spring of 2025.

Renovation of existing structures: Yes

New construction: No new buildings will be constructed.

Acres: approximately ½ acre

of buildings: 1

Building Heights: 2 Story Structure/Roofline 30 Feet

Parking Plan for Proposed Project:

The project site currently has a 19-stall parking lot and off-street parking. The site plan provides for the addition of 7 more parking stalls on the south and southeast sides of the building.

Analysis:

The project site is located within a Community Redevelopment Area, meets the requirements of the Community Development Law and qualifies for the submission of an application for the utilization of Tax Increment Financing to cover costs associated with project development as submitted for approval through the Tax Increment Financing process. The project is, or will be, in compliance with zoning requirements, the City's Master Plan, and applicable Ordinances and development regulations.

This development project serves to expand housing options in the Olde Towne, Bellevue area as well as access to daycare for residents. The project requires extensive renovation of the existing substandard one-story structure as well as the addition of a new second story on the structure in order to add the additional housing.

This project would not be feasible without the assistance of the TIF Program as shown by the attached calculation on the return on investment with and without TIF funds. A reasonable investor would not find the return on investment to be sufficient without the assistance of the TIF funds and would not invest in development of the property. Accordingly, TIF funds are necessary for this project to go forward.

This project is in compliance with and benefits the City of Bellevue's redevelopment plan for the Olde Towne district. This project will offer modern apartment units within the redevelopment zone and provide customers to support the businesses in and around the Olde Towne district, as well as creating the opportunity for a new business and supporting the daycare needs of residents.

2009 Franklin St. -- Project Finance Summary

Sources of Funds:	Amounts:
Owner Equity	\$769,000.00
Bank Loan, Construction	\$1,515,650.00
Tax Increment Financing	\$491,000.00
Total Sources of Funds:	\$2,775,650.00

Costs and Expenses:	
Land/Building Acquisition	\$139,000.00
Construction Site Work Costs	\$130,000.00
Construction Hard Costs ¹	\$2,160,000.00
Construction Soft Costs	\$150,000.00
Developer Fee ²	\$56,250.00
Leasing Fees	\$5,400.00
Financing Fees/Construction Interest	\$135,000.00
Total Costs and Expenses:	\$2,775,650.00

¹Includes \$440,000 for termite control, paving, striping, parking signs, demolition work, utilities and utility upgrades, exterior landscaping and a contingency for increases in costs, \$1,720,000 for framing and materials, siding, plumbing and electrical, HVAC, and finishes based upon \$110/sf to finish the daycare space (\$660,000) and approximately \$118,000 per unit to build and finish the 9 apartments (\$1,060,000).

²Developer fee is for project oversight and work on the project by developer, including but not limited to hiring and guiding architects and engineers with respect to development of the project plans and specifications, working with the city, architects, and engineers to meet all necessary regulatory requirements, coordinating work with utility companies, coordinating financing with lenders and attorney, bidding and oversight of contractors, procuring materials and work on construction site, and assisting with leasing of completed project.

Final Valuation Discussion

The current assessed value of the project site is \$191,318.00 and the estimated final tax assessed value for the project site upon completion of the project is \$2,553,598.00

Land Use and Zoning

The site's six lots are currently zoned as Metropolitan General Business (BGM) and are part of the Olde Towne Overlay District (OTO). The BGM zoning allows for the proposed mix-use. This project does not require a change in zoning.

Utilities and Public Improvements

This project will require paving of a public gravel alley, and creation of off-street parking. The project also requires tying into MUD water for service and working with OPPD to bring in underground power with a new transformer.

Historical Status

Not applicable.

Evaluation Criteria: Mandatory Criteria

1. **The project must be located within a blighted area or an area eligible for a designation of blight as required and set forth by Nebraska statute.**

The property is located in an area previously designated by the City of Bellevue as a substandard and blighted in accordance with Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

2. **The project must further the objectives of the City's Master Plan.**

This proposed mixed-use building fits within current zoning and serves the housing and daycare needs of the community by creating new housing and a useable space for a new business. The site is located approximately one block north of the Olde Town Core Area, fronts along Franklin Street, the primary thoroughfare to the Olde Town Core Area from the north and will support and supplement the redevelopment of the Olde Town Core Area.

3. **The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions.**

The Tax Increment Financing request proposes to utilize only the increase in property taxes resulting from the improvements proposed by developer. Existing tax revenues will continue to accrue to the benefit of the City of Bellevue and other taxing jurisdictions. This property is currently vacant and underutilized, and the development of the property will add to the future tax base of the City. The City and other taxing authorities will continue to receive taxes at the current assessed value for the base year and will receive a significant increase in taxes on the increased taxable value upon completion of the TIF payments.

4. **The developer is able to demonstrate that the project would not be economically feasible without the use of Tax Increment Financing. In addition, if the project has site alternatives, the proposal must demonstrate that it would not occur in the area without TIF. Return on investment assists in determining the economic feasibility of the project.**

See Developer's "ROI Analysis" attached hereto as Exhibit "B."

Cost-Benefit Analysis

1. **Tax Shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**

There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:

Public infrastructure currently exists along and adjacent to the project site. The project will provide sidewalks, lighting, and landscaping around and at the site. Currently, this site is underutilized due to its deteriorated condition and resulting vacancy. Over the long term, it will provide a significant increase in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. While the project will provide 9 new housing units to the area, any impact upon the community public services already provided in the area are outweighed by the increased tax revenue to be provided by such development and the development brings with it renovated space for a needed daycare for nearby residents.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of redevelopment project:

During redevelopment and construction, the project will create jobs and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for employees of nearby businesses and the project will further benefit local business by increasing the residents in the area who will be likely customers of and utilize such businesses. Redevelopment of the daycare space will make it useable and create more daycare availability for employees in the area, which also benefits employers in their ability to draw applicants for employment.

4. Impacts on businesses within the area:

This project will bring 9 additional households to the redevelopment area of Old Towne, Bellevue. Those residents will support local shops and diners and will complement the overall redevelopment plan of this area. The project will also provide new housing options for those working at businesses in the area. The new daycare will provide support for businesses in the area by creating daycare opportunities for their employees as well as bringing additional employees into the area that will likely frequent the businesses before and after shifts.

5. Impacts on students' populations and school districts within the project area:

This project will likely bring families with students into the school districts serving the area, but due to the size and number of housing units within the project, it is not likely to have such a significant impact that it would have an adverse effect.

6. Any other impacts relevant to the consideration of costs and benefits arising from the development project:

This project will be a catalyst for the redevelopment of underutilized areas along and near Old Towne, Bellevue.

TIF Request

The TIF request is for \$491,000.00, plus accrued interest. The TIF amount is 17.7% of the total project cost. TIF will be used to offset TIF eligible costs such as acquisition, demolition, site work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Exhibit C. The total estimated project cost is \$2,775,650.00. The final assessed valuation upon completion of the project of \$2,553,598.00 will support the TIF request with interest at the rate of 3.8% per annum as shown by the Amortization Schedule attached as Exhibit D.



nichiha
vintage-redwood

nichiha
latura extented
lightgray

nichiha
riftsawn-pecan





Exhibit B

Franklin Townhomes- 2009 Franklin Street, Bellevue, Nebraska
Ivy Properties, Inc.

Projected Statement of Operations:

Gross Monthly Income (9 units)	\$21,400
Vacancy & Credit Loss	\$0.00
Effective Monthly Rental Income	\$21,400.00
Annual Rental Income	\$256,800.00
Management Fees	\$6,000.00
Maintenace	\$2,000.00
Property Taxes	\$56,765.00
Property Insurance	\$7,000.00
Debt Service	\$160,596.00
Total Expenses:	\$232,361.00
Annual Cash Flow	\$24,439.00

Description	Project with TIF	Project without TIF
TIF Proceeds	\$ 491,000.00	\$ -
Debt	\$ 1,515,650.00	\$ 1,515,650.00
Equity	\$ 769,000.00	\$ 1,260,000.00
Total Project Cost	\$ 2,775,650.00	\$ 2,775,650.00
Return on Investor Equity	3.2%	1.9%

EXHIBIT C
SUMMARY OF TIF ELIGIBLE EXPENSES

The Project: Franklin Flats

Description	Costs	
Termite Control	\$	4,700.00
Paving of Alley/Off Street Parking/Striping	\$	50,000.00
Demolition Work	\$	135,000.00
Site Utilities	\$	61,000.00
Site Electrical- Panel upgrade to building	\$	26,200.00
Site Paving of Parking lot/Asphalt overlay/Striping/Signs	\$	94,000.00
Exterior Landscaping ¹	\$	12,000.00
Architectural Fees to Arrow Architects ²	\$	114,000.00
TIF Application Fee	\$	3,500.00
Legal Fees	\$	6,500.00
Engineering Fees to Thompson Dreesen and Dorner ³	\$	26,000.00
Construction Contingency ⁴	\$	58,000.00
	Total: \$	590,900.00

¹Removal of existing shrubs and plants, installation of raised flower/plant beds, and installation of rubberized mulch for daycare outdoor play area

²Architectural services to ensure the structure meets building codes and functionality, as well as design of the "MEP" (mechanical, electrical, and plumbing) portion of the blueprints. Architects will further ensure construction is completed to specifications of prints and standards.

³Civil Engineering services including: sewer and water, paving and grading, parking lot design and layout; and performance engineering for the structural design of the building

⁴Estimates are based on costs at the time of application, so a contingency is necessary to account for increases in costs likely to occur by the time of completion of the project.

EXHIBIT D

Franklin Flats- 2009 Franklin Street, Bellevue, Nebraska

Franklin Flats, LLC

Year	Total Taxable Valuation	Pre- Development Base	TIF Taxable Valuation	Tax Levy	Gross TIF Tax Revenue	Treasurer's 1% Fee	Tax Revenue Available for TIF DS	Debt Service Payments				
								Principal	Interest at 3.8%	TIF DS PMT	Loan Balance	
0												\$ 491,000
0.5									\$ 9,329			\$ 500,329
1									\$ 9,506			\$ 509,835
1.5									\$ 9,687			\$ 519,522
2									\$ 9,871			\$ 529,393
2.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 15,934	\$ 10,058	\$ 25,993		\$ 513,459
3	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 16,237	\$ 9,756	\$ 25,993		\$ 497,222
3.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 16,546	\$ 9,447	\$ 25,993		\$ 480,676
4	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 16,860	\$ 9,133	\$ 25,993		\$ 463,816
4.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 17,180	\$ 8,813	\$ 25,993		\$ 446,636
5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 17,507	\$ 8,486	\$ 25,993		\$ 429,129
5.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 17,839	\$ 8,153	\$ 25,993		\$ 411,290
6	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 18,178	\$ 7,815	\$ 25,993		\$ 393,111
6.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 18,524	\$ 7,469	\$ 25,993		\$ 374,588
7	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 18,876	\$ 7,117	\$ 25,993		\$ 355,712
7.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 19,234	\$ 6,759	\$ 25,993		\$ 336,478
8	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 19,600	\$ 6,393	\$ 25,993		\$ 316,878
8.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 19,972	\$ 6,021	\$ 25,993		\$ 296,906
9	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 20,352	\$ 5,641	\$ 25,993		\$ 276,554
9.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 20,738	\$ 5,255	\$ 25,993		\$ 255,816
10	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 21,132	\$ 4,861	\$ 25,993		\$ 234,684
10.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 21,534	\$ 4,459	\$ 25,993		\$ 213,150
11	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 21,943	\$ 4,050	\$ 25,993		\$ 191,207
11.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 22,360	\$ 3,633	\$ 25,993		\$ 168,847
12	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 22,785	\$ 3,208	\$ 25,993		\$ 146,063
12.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 23,218	\$ 2,775	\$ 25,993		\$ 122,845
13	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 23,659	\$ 2,334	\$ 25,993		\$ 99,186
13.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 24,108	\$ 1,885	\$ 25,993		\$ 75,078
14	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 24,566	\$ 1,426	\$ 25,993		\$ 50,512
14.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 25,033	\$ 960	\$ 25,993		\$ 25,479
15	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 25,509	\$ 484	\$ 25,993		\$ (30)

RESOLUTION 2024-10

WHEREAS, Franklin Flats, LLC, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described Lot 2, Bellevue Replat Three, located in the Southeast ¼ of Section 36, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, Franklin Flats, LLC has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the authority and the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with new residential units to be used for multi-family residential use and a daycare, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project Plan"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Franklin Flats, LLC; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$2,362,280 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Franklin Flats, LLC, and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Franklin Flats, LLC, in an amount not to exceed the principal sum of \$491,000 which, if fully paid, will reimburse Franklin Flats, LLC for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

- (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
- (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
- (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
- (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
- (v) Such other impacts determined by this Council, as the Redevelopment Authority and governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among the Franklin Flats, LLC and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Franklin Flats, LLC, and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.

2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Franklin Flats, LLC, and such other parties as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 21ST DAY OF MAY 2024.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



To: Chairman and Members of the Planning Board

From: Franklin Flats, LLC, Owner/Applicant

Date: 3/21/2024

Subject: Franklin Flats – 2009 Franklin St., Bellevue, NE

Project Description

Background:

The project site is Lot 2, Bellevue Replat Three, which is located at 2009 Franklin St. on the Northeast corner of 21st Ave & Franklin St. in Bellevue, NE. The existing building was built in the 1950s and formerly used as a day care center and the site includes a paved lot for parking. The property overall is rundown and has been out of service for many years.

The property is designated as part of a “blighted and substandard” area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue’s redevelopment of the blighted and substandard area and particularly will supplement the Olde Towne Vision Plan. The property is located approximately one block north of the Olde Town Core Area and fronts along Franklin Street, the primary thoroughfare to the Olde Town Core Area from the north.

The developer for this project has overseen multiple construction projects including the successful completion of two townhouse style apartment buildings with 12 total units on the vacant land to the north of the project site.

Existing Land Use and Conditions of the Redevelopment Site:

The site is approximately .5 acre in size and contains a vacant 9,200 sq ft one story office building built in 1954 which is in poor condition. The property is currently zoned as Metropolitan General Business (BGM) and is part of the Olde Towne Overlay District (OTO).

The site has already been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

Proposed Use and Project Details:

The proposed project will renovate and add to the existing building, creating nine two-bedroom apartments and renovating 6,000 square feet of the existing space for a daycare. Seven of the apartments will be located on the top floor above the daycare and two ADA accessible apartments will be created on the ground floor. Attached hereto as Exhibit “A” are preliminary plans and draft elevations/perspectives.

The subject property is owned by the applicant, Franklin Flats, and will be developed by McCright Properties, LLC, which is managed by Nick McCright. Nick McCright is also the principal shareholder, director, and officer of Franklin Flats. The building design is by Arrow Architects, in Omaha, NE. Engineering services are provided by TD2 Engineering & Surveying and Performance Engineering.

The applicant anticipates construction to begin Fall 2024 with completion of Phase I in the Spring of 2025.

Renovation of existing structures: Yes

New construction: No new buildings will be constructed.

Acres: approximately ½ acre

of buildings: 1

Building Heights: 2 Story Structure/Roofline 30 Feet

Parking Plan for Proposed Project:

The project site currently has a 19-stall parking lot and off-street parking. The site plan provides for the addition of 7 more parking stalls on the south and southeast sides of the building.

Analysis:

The project site is located within a Community Redevelopment Area, meets the requirements of the Community Development Law and qualifies for the submission of an application for the utilization of Tax Increment Financing to cover costs associated with project development as submitted for approval through the Tax Increment Financing process. The project is, or will be, in compliance with zoning requirements, the City's Master Plan, and applicable Ordinances and development regulations.

This development project serves to expand housing options in the Olde Towne, Bellevue area as well as access to daycare for residents. The project requires extensive renovation of the existing substandard one-story structure as well as the addition of a new second story on the structure in order to add the additional housing.

This project would not be feasible without the assistance of the TIF Program as shown by the attached calculation on the return on investment with and without TIF funds. A reasonable investor would not find the return on investment to be sufficient without the assistance of the TIF funds and would not invest in development of the property. Accordingly, TIF funds are necessary for this project to go forward.

This project is in compliance with and benefits the City of Bellevue's redevelopment plan for the Olde Towne district. This project will offer modern apartment units within the redevelopment zone and provide customers to support the businesses in and around the Olde Towne district, as well as creating the opportunity for a new business and supporting the daycare needs of residents.

2009 Franklin St. -- Project Finance Summary

Sources of Funds:	Amounts:
Owner Equity	\$769,000.00
Bank Loan, Construction	\$1,515,650.00
Tax Increment Financing	\$491,000.00
Total Sources of Funds:	\$2,775,650.00

Costs and Expenses:	
Land/Building Acquisition	\$139,000.00
Construction Site Work Costs	\$130,000.00
Construction Hard Costs ¹	\$2,160,000.00
Construction Soft Costs	\$150,000.00
Developer Fee ²	\$56,250.00
Leasing Fees	\$5,400.00
Financing Fees/Construction Interest	\$135,000.00
Total Costs and Expenses:	\$2,775,650.00

¹Includes \$440,000 for termite control, paving, striping, parking signs, demolition work, utilities and utility upgrades, exterior landscaping and a contingency for increases in costs, \$1,720,000 for framing and materials, siding, plumbing and electrical, HVAC, and finishes based upon \$110/sf to finish the daycare space (\$660,000) and approximately \$118,000 per unit to build and finish the 9 apartments (\$1,060,000).

²Developer fee is for project oversight and work on the project by developer, including but not limited to hiring and guiding architects and engineers with respect to development of the project plans and specifications, working with the city, architects, and engineers to meet all necessary regulatory requirements, coordinating work with utility companies, coordinating financing with lenders and attorney, bidding and oversight of contractors, procuring materials and work on construction site, and assisting with leasing of completed project.

Final Valuation Discussion

The current assessed value of the project site is \$191,318.00 and the estimated final tax assessed value for the project site upon completion of the project is \$2,553,598.00

Land Use and Zoning

The site's six lots are currently zoned as Metropolitan General Business (BGM) and are part of the Olde Towne Overlay District (OTO). The BGM zoning allows for the proposed mix-use. This project does not require a change in zoning.

Utilities and Public Improvements

This project will require paving of a public gravel alley, and creation of off-street parking. The project also requires tying into MUD water for service and working with OPPD to bring in underground power with a new transformer.

Historical Status

Not applicable.

Evaluation Criteria: Mandatory Criteria

1. **The project must be located within a blighted area or an area eligible for a designation of blight as required and set forth by Nebraska statute.**

The property is located in an area previously designated by the City of Bellevue as a substandard and blighted in accordance with Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

2. **The project must further the objectives of the City's Master Plan.**

This proposed mixed-use building fits within current zoning and serves the housing and daycare needs of the community by creating new housing and a useable space for a new business. The site is located approximately one block north of the Olde Town Core Area, fronts along Franklin Street, the primary thoroughfare to the Olde Town Core Area from the north and will support and supplement the redevelopment of the Olde Town Core Area.

3. **The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions.**

The Tax Increment Financing request proposes to utilize only the increase in property taxes resulting from the improvements proposed by developer. Existing tax revenues will continue to accrue to the benefit of the City of Bellevue and other taxing jurisdictions. This property is currently vacant and underutilized, and the development of the property will add to the future tax base of the City. The City and other taxing authorities will continue to receive taxes at the current assessed value for the base year and will receive a significant increase in taxes on the increased taxable value upon completion of the TIF payments.

4. **The developer is able to demonstrate that the project would not be economically feasible without the use of Tax Increment Financing. In addition, if the project has site alternatives, the proposal must demonstrate that it would not occur in the area without TIF. Return on investment assists in determining the economic feasibility of the project.**

See Developer's "ROI Analysis" attached hereto as Exhibit "B."

Cost-Benefit Analysis

1. **Tax Shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**

There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:

Public infrastructure currently exists along and adjacent to the project site. The project will provide sidewalks, lighting, and landscaping around and at the site. Currently, this site is underutilized due to its deteriorated condition and resulting vacancy. Over the long term, it will provide a significant increase in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. While the project will provide 9 new housing units to the area, any impact upon the community public services already provided in the area are outweighed by the increased tax revenue to be provided by such development and the development brings with it renovated space for a needed daycare for nearby residents.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of redevelopment project:

During redevelopment and construction, the project will create jobs and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for employees of nearby businesses and the project will further benefit local business by increasing the residents in the area who will be likely customers of and utilize such businesses. Redevelopment of the daycare space will make it useable and create more daycare availability for employees in the area, which also benefits employers in their ability to draw applicants for employment.

4. Impacts on businesses within the area:

This project will bring 9 additional households to the redevelopment area of Old Towne, Bellevue. Those residents will support local shops and diners and will complement the overall redevelopment plan of this area. The project will also provide new housing options for those working at businesses in the area. The new daycare will provide support for businesses in the area by creating daycare opportunities for their employees as well as bringing additional employees into the area that will likely frequent the businesses before and after shifts.

5. Impacts on students' populations and school districts within the project area:

This project will likely bring families with students into the school districts serving the area, but due to the size and number of housing units within the project, it is not likely to have such a significant impact that it would have an adverse effect.

6. Any other impacts relevant to the consideration of costs and benefits arising from the development project:

This project will be a catalyst for the redevelopment of underutilized areas along and near Old Towne, Bellevue.

TIF Request

The TIF request is for \$491,000.00, plus accrued interest. The TIF amount is 17.7% of the total project cost. TIF will be used to offset TIF eligible costs such as acquisition, demolition, site work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Exhibit C. The total estimated project cost is \$2,775,650.00. The final assessed valuation upon completion of the project of \$2,553,598.00 will support the TIF request with interest at the rate of 3.8% per annum as shown by the Amortization Schedule attached as Exhibit D.



nichiha
vintage-redwood

nichiha
latura extented
lightgray

nichiha
riftsawn-pecan





Exhibit B

Franklin Townhomes- 2009 Franklin Street, Bellevue, Nebraska
Ivy Properties, Inc.

Projected Statement of Operations:

Gross Monthly Income (9 units)	\$21,400
Vacancy & Credit Loss	\$0.00
Effective Monthly Rental Income	\$21,400.00
Annual Rental Income	\$256,800.00
Management Fees	\$6,000.00
Maintenace	\$2,000.00
Property Taxes	\$56,765.00
Property Insurance	\$7,000.00
Debt Service	\$160,596.00
Total Expenses:	\$232,361.00
Annual Cash Flow	\$24,439.00

Description	Project with TIF	Project without TIF
TIF Proceeds	\$ 491,000.00	\$ -
Debt	\$ 1,515,650.00	\$ 1,515,650.00
Equity	\$ 769,000.00	\$ 1,260,000.00
Total Project Cost	\$ 2,775,650.00	\$ 2,775,650.00
Return on Investor Equity	3.2%	1.9%

EXHIBIT C
SUMMARY OF TIF ELIGIBLE EXPENSES

The Project: Franklin Flats

Description	Costs	
Termite Control	\$	4,700.00
Paving of Alley/Off Street Parking/Striping	\$	50,000.00
Demolition Work	\$	135,000.00
Site Utilities	\$	61,000.00
Site Electrical- Panel upgrade to building	\$	26,200.00
Site Paving of Parking lot/Asphalt overlay/Striping/Signs	\$	94,000.00
Exterior Landscaping ¹	\$	12,000.00
Architectural Fees to Arrow Architects ²	\$	114,000.00
TIF Application Fee	\$	3,500.00
Legal Fees	\$	6,500.00
Engineering Fees to Thompson Dreesen and Dorner ³	\$	26,000.00
Construction Contingency ⁴	\$	58,000.00
	Total: \$	590,900.00

¹Removal of existing shrubs and plants, installation of raised flower/plant beds, and installation of rubberized mulch for daycare outdoor play area

²Architectural services to ensure the structure meets building codes and functionality, as well as design of the "MEP" (mechanical, electrical, and plumbing) portion of the blueprints. Architects will further ensure construction is completed to specifications of prints and standards.

³Civil Engineering services including: sewer and water, paving and grading, parking lot design and layout; and performance engineering for the structural design of the building

⁴Estimates are based on costs at the time of application, so a contingency is necessary to account for increases in costs likely to occur by the time of completion of the project.

EXHIBIT D

Franklin Flats- 2009 Franklin Street, Bellevue, Nebraska

Franklin Flats, LLC

Year	Total Taxable Valuation	Pre- Development Base	TIF Taxable Valuation	Tax Levy	Gross TIF Tax Revenue	Treasurer's 1% Fee	Tax Revenue Available for TIF DS	Debt Service Payments				
								Principal	Interest at 3.8%	TIF DS PMT	Loan Balance	
0												\$ 491,000
0.5									\$ 9,329			\$ 500,329
1									\$ 9,506			\$ 509,835
1.5									\$ 9,687			\$ 519,522
2									\$ 9,871			\$ 529,393
2.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 15,934	\$ 10,058	\$ 25,993		\$ 513,459
3	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 16,237	\$ 9,756	\$ 25,993		\$ 497,222
3.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 16,546	\$ 9,447	\$ 25,993		\$ 480,676
4	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 16,860	\$ 9,133	\$ 25,993		\$ 463,816
4.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 17,180	\$ 8,813	\$ 25,993		\$ 446,636
5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 17,507	\$ 8,486	\$ 25,993		\$ 429,129
5.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 17,839	\$ 8,153	\$ 25,993		\$ 411,290
6	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 18,178	\$ 7,815	\$ 25,993		\$ 393,111
6.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 18,524	\$ 7,469	\$ 25,993		\$ 374,588
7	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 18,876	\$ 7,117	\$ 25,993		\$ 355,712
7.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 19,234	\$ 6,759	\$ 25,993		\$ 336,478
8	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 19,600	\$ 6,393	\$ 25,993		\$ 316,878
8.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 19,972	\$ 6,021	\$ 25,993		\$ 296,906
9	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 20,352	\$ 5,641	\$ 25,993		\$ 276,554
9.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 20,738	\$ 5,255	\$ 25,993		\$ 255,816
10	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 21,132	\$ 4,861	\$ 25,993		\$ 234,684
10.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 21,534	\$ 4,459	\$ 25,993		\$ 213,150
11	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 21,943	\$ 4,050	\$ 25,993		\$ 191,207
11.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 22,360	\$ 3,633	\$ 25,993		\$ 168,847
12	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 22,785	\$ 3,208	\$ 25,993		\$ 146,063
12.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 23,218	\$ 2,775	\$ 25,993		\$ 122,845
13	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 23,659	\$ 2,334	\$ 25,993		\$ 99,186
13.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 24,108	\$ 1,885	\$ 25,993		\$ 75,078
14	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 24,566	\$ 1,426	\$ 25,993		\$ 50,512
14.5	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 25,033	\$ 960	\$ 25,993		\$ 25,479
15	2,553,598	191,318	2,362,280	2.222882	26,255	263	25,993	\$ 25,509	\$ 484	\$ 25,993		\$ (30)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

***15b.**
5/21/2024

COUNCIL MEETING DATE: 05/16/2024		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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Consideration and Approval of Resolution NO. 2024-___ to a Adopt the Construction Manager at Risk Delivery System for the Construction of a Waterpark on the Northwest Corner of Highway 34 and Highway 75

SYNOPSIS/BACKGROUND:

This resolution is necessary in order for the City to utilize the Construction Manager at Risk method of construction. This method of construction allows us to acquire a construction partner while designing the finished project and maintain fiscal reliability. The City and the chosen construction manager will negotiate to reach a Guaranteed Maximum Price (GMP) prior to construction.

FISCAL IMPACT: N/A 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: Bellevue City Water Park

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:

Staff Recommends Approval of this resolution

ATTACHMENTS:

1. Resolution 2024- 11 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Harrison Johnson
[Signature]
[Signature]

RESOLUTION NO. 2024- 11

A RESOLUTION TO ADOPT THE CONSTRUCTION MANAGER AT RISK DELIVERY SYSTEM FOR THE CONSTRUCTION OF A WATERPARK ON THE NORTHWEST CORNER OF HIGHWAY 34 AND HIGHWAY 75

WHEREAS, in lieu of awarding contracts through the traditional design-bid-build process, the City of Bellevue finds and determines that alternative constructions delivery methods are in the best interest of the City for certain projects by reducing time requirements and achieving costs savings; and,

WHEREAS, the Nebraska Political Subdivisions Construction Alternatives Act (“Act”), Neb. Rev. Stat. §§ 13-1901 to 13-2914, authorizes a political subdivision to select the design-build or construction management at risk contract delivery system pursuant to a resolution duly adopted by the political subdivision; and

WHEREAS, the City of Bellevue desires to adopt the design-build contract or construction manager at risk contract delivery system provided under the Act prior to procurement of contracts for select projects; and,

WHEREAS, the City of Bellevue has determined that the construction manager at risk delivery system for the construction of a waterpark on the northwest corner of Highway 34 and Highway 75 is in the public interested based on potential savings in cost and/or time.

THEREFORE, BE IT RESOLVED, that the City of Bellevue selects the construction manager at risk contract delivery system, pursuant to the Nebraska Political Subdivisions Construction Alternatives Act, for the construction of a waterpark on the northwest corner of Highway 34 and Highway 75.

ADOPTED this ____ day of May 2024.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
5/21/2024

COUNCIL MEETING DATE: 5-21-24		SUBMITTED BY: Chief Ken Clary	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

First Amendment to School Resource Officer Program MOU with Bellevue Public Schools

SYNOPSIS/BACKGROUND:

The Bellevue Police Department recently added the position of Threat Assessment and Reduction School Resource Officer (TAR SRO). The first amendment to the MOU adds the new position while also explaining the responsibilities and duties for the assigned officer. Funding is shared between Bellevue Public Schools, Omaha Public Schools, and the Bellevue Police Department.

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:

Recommend approving and signing the MOU.

ATTACHMENTS:

1. <input type="text" value="First Amendment To SRO Program MOU"/>	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: _____



FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING

This First Amendment to School Resource Officer Program Memorandum of Understanding (“First Amendment”) is made this 6th day of May 2024, by and between Bellevue Public Schools (“BPS”), and the City of Bellevue, Nebraska (the “City”) (collectively referred to as “the Parties”), and relates to that School Resource Officer Program Memorandum of Understanding (the “Agreement”) entered into between BPS and the City, effective as of August 1, 2021, regarding the provision of School Resource Officer services provided by the City to certain schools within BPS District.

WHEREAS the Parties desire to amend the Agreement in order to add a position to be provided by the City to certain schools within BPS District. This First Amendment will add the position of Threat Assessment and Reduction School Resource Officer (“TAR SRO”), outline the responsibilities and duties of said position, payment of said position, and other related terms.

NOW THEREFORE, the Parties hereby agree as follows:

1. That Section 1 of the Agreement, titled “**PURPOSE OF AGREEMENT**” shall be amended to read as follows:

The Purpose of this agreement is for the City to provide the following School Resource Officer (“SRO”) services to certain schools, specifically listed below, within BPS District (“BPS Schools”):

- a. The City will assign one SRO to Bellevue West High School;
- b. The City will assign one SRO to Bellevue East High School;
- c. The City will assign on SRO that will cover Logan Middle School, Lewis & Clark Middle School, Mission Middle School the CHAP Center, and the Academic Center for Excellence Alternative School (ACE);
- d. The City will assign one TAR SRO that will cover the BPS Schools; and
- e. The Bellevue Police Department (“BPD”) will perform an annual security audit for each school operated by Bellevue Public Schools. The format and scheduling of the audits will be mutually agreed to between BPS and BPD, but all audits will meet the requirements put forth in statute or regulation.

The SRO will be a uniformed police office and will work with the school principal of the school(s) that they are assigned to provide alcohol and drug education, maintain peaceful campus environment, selectively become involved in mutually agreed upon instructional topics, and take appropriate action regarding on-campus or school-related unlawful activity.

2. That Paragraph 2.2 of Section 2 of the Agreement, titled “**TERM**” shall be amended to read as follows:

2.2. The City shall provide one SRO for West High School, one SRO for East High School, and one SRO to act as a Rover (“Rover”) on all days that school is in session. The Rover shall cover Logan Middle School, Lewis & Clark Middle School, Mission Middle School, the CHAP Center, and ACE Alternative School. A schedule detailing the days and times that a Rover will be at each school will be generated by BPD and presented to BPS, for approval, three weeks prior to the start of the school calendar semester for which the BPD schedules applies. The schedule may be altered by either BPS or BPD, during the school year, by written or verbal notice to the other party. If the schedule is altered by BPD, a revised schedule will be generated and presented to BPS as time permits. The City shall also provide one TAR SRO that will cover the BPS Schools. The Parties acknowledge that the TAR SRO will also provide services to certain schools in the Omaha Public School District (“OPS Schools”). The method of scheduling and division of time of the TAR SRO between BPS Schools and OPS Schools is outlined herein in Section 7.3 of this Agreement.

The SRO shall provide his/her work mobile number to the BPS school(s) they are assigned to. Should an emergency arise and the SRO is unavailable, BPS will contact 911. If the assigned SRO is not available due to leave or training, no replacement will be provided. BPS shall provide the City a school calendar on or before June 1st of each year.

3. That Section 5 of the Agreement, titled “**SCHOOL RESOURCE OFFICER RESPONSIBILITIES**” shall be amended to add the following three (3) subsections:

5.12 Provide informational training programs to BPS school staff on issues related to conflict de-escalation techniques, teenage brain development, adolescent behavior, trauma-informed responses, adolescent mental health, preventing violence in school settings, and other related areas.

5.13 The TAR SRO will provide threat assessment and reduction services to BPS Schools. This includes responding to BPS Schools to conduct threat assessments, assisting with students who are having a mental health crisis, and conducting follow-up meetings with students and families.

5.14 The TAR SRO may utilize schools counselors, social workers, and/or contracted mental health professionals for meetings held with students and their families when conducting threat assessment and reduction services.

4. That Section 6 of the Agreement, titled “**PAYMENT FOR SERVICES**” shall be amended to read as follows:

6.1 BPS will pay \$12,500 per calendar year per SRO identified in Sections 1(a), 1(b) and 1(c) of this Agreement, for the school year that the SRO is assigned to a BPS School, including summer school.

6.2 BPS will additionally pay one-third (1/3) of the wages and training costs of the TAR SRO, identified in Section 1(d) of this Agreement, per year. The TAR SRO’s wages will be that of a step four (4) police officer’s yearly base salary pursuant to the wage schedules of BPD. In the event a grant is obtained by any party to assist in covering the costs of the TAR SRO wages and training, each of the Parties would still be responsible for (1/3) of the remaining balance after application of grant funds.

6.3 The City shall be responsible for the SRO’s compensation on days when the schools are in session and the Officer is not at their assignment, unless the SRO’s absence is due to attending an off-campus activity at the school’s request.

6.4 The City shall be responsible for the SRO’s compensation on all holidays, vacation days, compensatory days or sick leave days.

6.5 Payment from BPS to the City will be made once per calendar year, upon receipt of an invoice from the City, which shall be provided not prior to July 1 of each year, and must be provided by July 31 of each year, until this Agreement Expires. The amount of the payment will also consider other costs incurred by BPS and the city from other agreements and will be agreed upon mutually.

6.6 BPS will pay no more than \$1,000 per SRO identified in sections 1(a), 1(b) and 1(c) of this Agreement, per school year, including summer school, for training that is focused on the school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings. Attached hereto as Exhibit “A,” and incorporated herein by reference is the MOU entered into between the parties regarding required training for both parties pursuant to LB390. The parties will continue to adhere to those requirements and agreements set forth in Exhibit “A.”

6.7 The Parties agree that the TAR SRO identified in section 1(d) of this Agreement will receive specialized mental health training. All training received by the TAR SRO will be agreed upon by BPD, BPS, and OPS. BPS will pay one-third (1/3) of the training costs for the TAR SRO per year.

6.8 All other work assignments where BPS requests SRO presence (i.e. sports events, parent/teacher conferences, etc.) will be contracted separately as secondary employment and paid directly to the SRO by BPS. All secondary employment is subject to prior approval by the officer's BPD supervisor.

5. That Section 7 of the Agreement, titled "**TIME AND PLACE OF PERFORMANCE**" shall be amended to read as follows:

7.1 The City will ensure that the SROs identified in Section 1(a) and 1(b) of this Agreement will be on the campus of Bellevue High Schools each day that school is in session at a time of 15 minutes prior to the start of classes and until 15 minutes after classes are dismissed. The SRO's activities will be restricted to their assigned school campus except for:

7.1a Follow-up home visits when needed as a result of school-related problems.

7.1b School-related off-campus activities when the principal requests Officer participation and it is approved by the City.

7.1c Response to off-campus, but school-related, criminal activity.

7.1d Response to off-campus emergency law enforcement needs.

7.1e Appearances in court *or* other similar required activities.

7.2 The City will ensure that the SRO identified in Section 1(c) of this Agreement will act as a rover for all BPS Schools identified in Section 1(c). The scheduling for this SRO will take place as outlined in Section 2.2 of this Agreement.

7.3 The Parties recognize that in addition to BPS Schools, the TAR SRO identified in Section 1(d) of this Agreement will also provide service to OPS Schools. The Parties further recognize that given the nature of cases and incidents that the TAR SRO will be responding to in providing threat assessment and reduction services, the City is prevented from setting a definitive schedule of locations and times for the TAR SRO to follow. The TAR SRO will provide services to BPS Schools and OPS Schools as equally as possible while still maintain flexibility to respond to each school as needed. BPS will provide monthly documentation to BPS and OPS to show the students and schools that the TAR SRO provided services to in the respective month.

Any changes to this method of scheduling for the TAR SRO shall be mutually agreed upon in writing between the City, BPS, and OPS. If the TAR SRO is not available due to leave or training, no replacement will be provided.

7.4 The TAR SRO will act as a rover for both BPS Schools and OPS Schools when not engaged in threat assessment and reduction services. During the time that the TAR SRO is not engaged in threat assessment and reduction services or acting as a rover for BPS and OPS Schools, the officer is subject to other assignments as determined by BPD.

7.5 The TAR SRO will continue regular follow-up meetings with the students and their families during the summer season when school is not in session.

7.6 Regular workings hours may be adjusted on a situational basis with the consent of the officer's BPD supervisor. These adjustments should be approved prior to being required and should be to cover activities that are a normal part of the scheduled school day, requiring the presence of a law enforcement officer.

6. That Section 8 of the Agreement, titled "**BELLEVUE PUBLIC SCHOOL RESPONSIBILITIES**", shall be amended to read as follows:


8.1 BPS will provide the SRO, as identified in sections 1(a), 1(b) and 1(c) of this Agreement, with access to an office and such equipment as is necessary at the assigned school. The TAR SRO, as identified in section 1(d) of this Agreement, will be housed at a school that is mutually agreed upon by BPD, BPS, and OPS. In the event the TAR SRO is housed at a BPS School, BPS will provide the TAR SRO with access to an office and such equipment as is necessary at the assigned school. The equipment shall include, but not be limited to, a telephone, fax, copier, filing space capable of being secured, and access to a computer and/or secretarial assistance.

7. That except as expressly amended herein, the terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed First Amendment to the Agreement on this 6th day of May 2024.



Maureen McNamara, President of the Board
Bellevue Public Schools
Bellevue, NE



Date

Honorable Rusty Hike, Mayor
City of Bellevue

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
5/21/2024

COUNCIL MEETING DATE: 05/21/2024		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of documents to release the CDBG Housing Rehabilitation Deed of Trust for 3728 Gayle Avenue including the Deed of Reconveyance.

SYNOPSIS/BACKGROUND:

In April 2016, the City completed a CDBG Owner Occupied Housing Rehabilitation project at 3728 Gayle Avenue in the amount of \$12,461.00, and a Deed of Trust was filed with Sarpy County Register of Deeds for said amount. In April 2024, the homeowner requested release of the deed and submitted payment fulfilling the non-forgiveable loan and the remaining forgiveable loan amount which was a total of \$4,080.79. With the fulfillment of the terms of the agreement, the City can release the lien by filing a Substitution of Trustee and Deed of Reconveyance.

FISCAL IMPACT: \$4,080.79 BUDGETED FUNDS: No GRANT/MATCHING FUNDS: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 60-CDBG ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Substitution of Trustee and Deed of Reconveyance for 3728 Gayle Avenue.

ATTACHMENTS:

1. Deed of Trust - filed
2. Substitution of Trustee
3. Deed of Reconveyance
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



SUBSTITUTION OF TRUSTEE

KNOW ALL PERSONS BY THESE PRESENTS:

Jennifer Libby, a single individual, is the Grantor/Trustor, and **Patrick Sullivan** is the Trustee, and **City of Bellevue, Nebraska**, is the Beneficiary under that certain Deed of Trust dated March 21st, 2016, and recorded on April 15, 2016, as Instrument No. 2016-08139, Mortgage Records of Sarpy County in the State of Nebraska. The trust property affected is legally described as follows:

Lot 1-A, Bella West Townhomes, an Addition to the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues, and alleys adjacent thereto.

The undersigned, who is the present Beneficiary under said Deed of Trust, desires to appoint a new Trustee in place and stead of the Trustee named above;

NOW, THEREFORE, in view of the premises, the undersigned hereby appoints: **AIMEE C. BATAILLON**, a member of the Nebraska State Bar Association, whose address is 1500 Wall Street, Bellevue, NE 68005 as Successor Trustee under said Deed of Trust. She is to have all the powers of said original Trustee, effective forthwith. Where Co-Trustees are appointed each shall have all the powers of said original Trustee and each shall be authorized to act severally.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set their hands.

Dated: May _____, 2024

City of Bellevue, Nebraska,
Beneficiary

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

Record & Return to: City of Bellevue, 1500 Wall Street, Bellevue, NE 6800

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

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

Witness my hand and notarial seal this ____ day of May 2024.

Notary Public

DEED OF RECONVEYANCE

WHEREAS, the undersigned Trustee, Aimee C. Bataillon, Bellevue City Attorney and member of the Nebraska State Bar Association, of 1500 Wall Street, Bellevue, County of Sarpy, State of Nebraska, as Trustee under the Deed of Trust executed by Jennifer Libby, a single individual, as Trustor, in which City of Bellevue, Nebraska, was named as Beneficiary, and recorded on April 15, 2016, as Instrument No. 2016-08139 of the Mortgage Records of the Register of Deeds of Sarpy County, Nebraska, has received from, the City of Bellevue, Nebraska, Beneficiary thereunder, a written Request to Reconvey, reciting that all sums secured by such Deed of Trust have been fully paid and that such Deed of Trust and the Note secured thereby have been surrendered to the undersigned, as Trustee, for cancellation;

NOW THEREFORE, in accordance with such request and the provisions of such Deed of Trust, the undersigned, as Trustee, does hereby reconvey, without warranty, to the person or persons entitled thereto, namely Jennifer Libby, a single individual, the estate now held by the Trustee thereunder, to-wit:

Lot 1-A, Bella West Townhomes, an addition to the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues and alley adjacent thereto

IN WITNESS WHEREOF the undersigned has executed this Deed of Reconveyance at Bellevue, Nebraska, on May _____, 2024.

Aimee C. Bataillon, Successor Trustee

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this ____ day of May, 2024, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Aimee C. Batallion, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

Notary Public

REQUEST TO RECONVEY

TO: Aimee C. Bataillon, Trustee

You are hereby requested to execute a Deed of Reconveyance to Jennifer Libby, a single individual, for the reason that payment in full has been made on the note secured by the Deed of Trust recorded the 15th day of April, 2016, as Instrument No. 2016-08139 of the Mortgage Records of Sarpy County, Nebraska.

Dated this ____ day of May 2024

City of Bellevue, Nebraska

By: _____
Rusty Hike, Mayor

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this ____ day of May, 2024, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Rusty Hike, Mayor of the City of Bellevue, Nebraska, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the City.

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

Notary Public

COUNTER P C.E. B
VERIFY P D.F. B
PROOF a
FEES \$ 31.00
CHECK# _____
CHG COB CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2016-08139

04/15/2016 2:29:45 PM

Lloyd J. Douling

REGISTER OF DEEDS



RJR
City of Bellevue
CDBG Office
210 West Mission Ave
Bellevue, NE 68005

**SECOND DEED OF TRUST
AND REQUEST FOR NOTICE OF DEFAULT**

MATURITY DATE: Sale, Lease or Abandonment, or April 1, 2026, whichever is earlier.

THIS DEED OF TRUST made on this 21st day of March, 2016 among Trustors, Jennifer Libby, a single individual, whose principal residence is 3728 Gayle Avenue, Bellevue, Nebraska 68123, as Trustor, and Patrick J. Sullivan, Attorney at Law, Suite 1, 1246 Golden Gate Drive, Papillion, Nebraska 68046, as Trustee, and the City of Bellevue, Nebraska, 210 West Mission, Bellevue, Nebraska, 68005, as Beneficiary.

WITNESSETH:

THAT TRUSTOR irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, the following described Real Estate:

Mailing Address: 3728 Gayle Avenue, Bellevue, NE 68123

Legal Address: Lot 1-A Bella West Townhomes an Addition to the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues and alleys adjacent thereto

together with all interest which Trustor now has or may hereafter acquire in and to said Real Estate and in and to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in the Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "improvements"); (c) all machinery, appliances apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements thereof; (d) all homestead rights as now or hereafter provided by Nebraska Law. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

FOR PURPOSE OF SECURING:

A. Payment of the principal sum of Twelve Thousand Four Hundred and Sixty- One Dollars (\$12,461.00) in CDBG funds, with interest thereon, evidenced by that certain Promissory Note (the "Note") dated (March 21, 2016) with a maturity date at the time of sale, lease or abandonment, executed by Trustor which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance, of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a good and workmanlike manner any

A

Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be cancelable or terminated without fourteen (14) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the total value of the home of \$85,663.00.

After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay and to provide Beneficiary paid receipts of, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions").

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary.

Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

B

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's options any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments.

12. Acceleration upon Default, Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause

C

to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at nine percent (9%) per annum; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 11 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to each person who is a party hereto at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

2016-08139D

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

22. Request of Notice of Default. Beneficiary hereby requests that a copy of any notice of default and copy of any notice of sale by any Primary Lender shall be mailed to the City of Bellevue Community Development Block Grant Office, 210 West Mission Avenue, Bellevue, Nebraska 68005.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

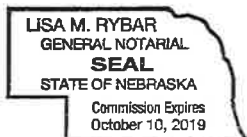
Jennifer Libby
Jennifer Libby

3.21.16
Date

STATE OF NEBRASKA)
Sage COUNTY) ss

The foregoing instrument was acknowledged before me on March 21st 2016 by Jennifer Libby.

Lisa M Rybar
Notary Public



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/21/2024		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, La Vista, 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 Proffmiller
[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	23.89	24.61	25.32
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
W/W Collections Crew Leader	25.84	26.85	27.89	28.97	30.11	31.28	32.50	33.76	35.08
W/W Maintenance Crew Leader	26.64	27.79	28.99	30.25	31.56	32.92	34.34	35.82	37.36
W/W Maintenance Mechanic	23.49	24.29	25.11	25.97	26.84	27.75	28.69	29.65	30.65
W/W Maintenance Repairer	21.73	22.70	23.71	24.76	25.86	27.01	28.20	29.46	30.77
W/W Maintenance Technician	22.97	23.83	24.73	25.67	26.64	27.65	28.69	29.77	30.90
W/W Maintenance Worker	18.70	19.46	20.24	21.05	21.90	22.78	23.70	24.66	25.67

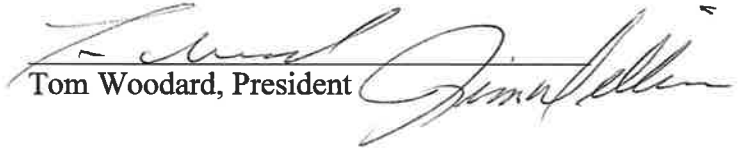
Effective October 1, 2024 (2.00%)

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

COUNCIL MEETING DATE: 05/2 /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: \$37,000 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: MOU between the City and BPMA

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 Bellevue Professional Management Association.

ATTACHMENTS:

1	Memorandum of Understanding with BPMA	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simon Borphylla
[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	42.76
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

16e.
5/21/2024

COUNCIL MEETING DATE: May 21, 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:

BPW 240201 CIPST24 (04) - Award of professional engineering services contract for Reconstruction Project - Fontenelle Hills

SYNOPSIS/BACKGROUND:

Schemmer Associates to perform professional design engineering services to include: project administration, topographic survey, engineering preliminary roadway design, public meetings, geotechnical services, and property title searches for M146(215A) - Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir and M146(216A) - Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir

FISCAL IMPACT:: \$233,035 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW240201 Reconstruction Project Professional Design Engineering Services

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW240201 CIPST(04) M146(215A) and M146(216A) Reconstruction Project

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

CIP PROJECT NAME: Reconstruction Projects CIP PROJECT NUMBER: ST24 (04)

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7010


RECOMMENDATION:


City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Schemmer Associates in the amount not to exceed \$233,035 for professional engineering design services.


ATTACHMENTS:

1. Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 



Design with Purpose. Build with Confidence.

May 1, 2024

Mr. John Krager
Public Works
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

Re: Engineering Services for City of Bellevue – General Services Proposal
Bellevue, NE
Schemmer Project No. 01277.UZ3

Dear Mr. Krager:

The Schemmer Associates Inc. (SCHEMMER) proposes to render General Engineering Services to the City of Bellevue (City) per a defined scope and negotiated fee basis. SCHEMMER shall render for the City professional engineering services as it relates to general engineering projects. These services will include serving as City’s professional engineering representative for identified projects, providing professional engineering consultation and advice and furnishing customary engineering services incidental thereto.

The City shall compensate SCHEMMER for all services authorized under this agreement. Said services and estimated fee for each negotiated project shall be agreed to in advance before services are rendered.

If the foregoing and attached General Conditions and Supplemental General Conditions are acceptable, please indicate your acceptance by signing and returning one copy of this proposal/agreement. We will consider the signed proposal an Agreement between the City of Bellevue and The Schemmer Associates Inc. for the services described herein.

Sincerely,

THE SCHEMMER ASSOCIATES INC.

Doug Holle, P.E.
Executive Vice President
Principal

ACCEPTED:
City of Bellevue

BY: _____
TITLE: Public Works Manager

DATE: _____

Attachment (General Conditions, Supplemental General Conditions)

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including, but not limited to, drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are Instruments of Service in respect to the project identified in the Agreement. They are not intended or represented to be suitable for use on extensions of this project or on any other project for any purpose without the specific written permission of The Schemmer Associates Inc., which may be withheld in The Schemmer Associates Inc.'s sole discretion. The Schemmer Associates Inc. may, in its sole discretion, condition permission on payment of additional compensation to The Schemmer Associates Inc. Any use without permission shall be at the user's sole risk and without liability to The Schemmer Associates Inc. Client agrees that it will indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due. If, after a period of suspension, the project is restarted, The Schemmer Associates Inc. shall be entitled to payment for any increased costs it incurs as a result of the suspension.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid for services performed prior to termination, including reimbursable expenses.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other, which consent may be withheld in the sole discretion of the non-assigning party.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the unpaid amount shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%) from the date of billing.
7. **DELINQUENT PAYMENTS.** If any payment due hereunder remains unpaid for a period of sixty (60) days after invoice, The Schemmer Associates Inc. may, in its sole discretion, cease providing services and not resume providing services until all amounts owing have been paid in full. Cessation of service for nonpayment shall not constitute breach by The Schemmer Associates Inc. of this agreement, or an election of remedies, and Client shall fully indemnify The Schemmer Associates Inc. for any liability or damages caused thereby. All mechanics lien rights available to The Schemmer Associates Inc. may be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be due as a result of the work performed by The Schemmer Associates Inc. shall be invoiced to Client as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Client shall indemnify and hold The Schemmer Associates Inc. harmless from and against all claims arising out of or related in any way to hazardous materials.
10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** Client understands and agrees that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this

agreement in any way except by a writing, expressly varying the terms of this Agreement.

11. **INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.** The Schemmer Associates Inc. agrees that it shall not knowingly take any action which shall cause loss of The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.
12. ~~**LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees that The Schemmer Associates Inc.'s liability to Client for damages arising out of or in any way related to its work in connection with the project or any error or deficiency in the Instruments of Service for the project, whether arising in contract, tort or otherwise, including, but not limited to, claims for indemnity or contribution shall be limited to the sum of \$50,000 or the amount paid to The Schemmer Associates Inc. as fees under this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.~~
13. **COMPUTER AIDED DESIGN/DRAFTING (CADD).** CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.
 - 13.1 Electronic files will be submitted to the Client for a 30-day acceptance period ("the Acceptance Period"). During this period, the Client may review and examine the files. Any errors discovered during the Acceptance Period will be corrected by The Schemmer Associates Inc. at no additional cost to Client. Any work associated with errors discovered or changes requested after the Acceptance Period will be considered additional services and will be performed on a time and materials basis, at The Schemmer Associates Inc.'s customary charge for the work requested. The Schemmer Associates Inc. will not maintain copies of the electronic files beyond the end of the Acceptance Period.
 - 13.2 Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., Client agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after the end of the Acceptance Period. Client agrees that it will indemnify and save harmless The Schemmer Associates Inc. from any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output

generated from them. Upon the expiration of the Acceptance Period, The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that are submitted by it to Client. "Accuracy" as used in this paragraph is defined as meeting the care and skill ordinarily used by members of the professional practicing under similar conditions at the same time and in the same locality.

- 13.3 The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates Inc. reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.
- 13.4 Any use or reuse of electronic files by the Owner or others without written authorization from The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk. The Schemmer Associates Inc. may refuse authorization in its sole discretion or condition authorization on CADD adaptation by The Schemmer Associates Inc. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of the agreement for the project. Owner will, to the fullest extent permitted by law, defend, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from use or reuse of electronic files without written authorization from The Schemmer Associates Inc.
14. **LIMITATION OF WARRANTY.** The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.
15. **GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.
16. **CONSTRUCTION STAKING.** In the case that construction staking services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Construction Staking shall be considered a part of this document.

SUPPLEMENTAL GENERAL CONDITIONS GEOTECHNICAL AND MATERIALS TESTING

1. **SCOPE OF WORK.** The Schemmer Associates Inc. shall perform the services described in the contract and shall invoice the client for those services at the contract rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, additional services may be required. If so, upon approval by the owner, The Schemmer Associates Inc. will provide necessary additional services at the contract rates.
2. **ACCESS TO SITES, PERMITS, AND APPROVALS.** The client shall furnish The Schemmer Associates Inc. with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While The Schemmer Associates Inc. will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.
3. **UTILITIES.** In the performance of its work, The Schemmer Associates Inc. will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold The Schemmer Associates Inc. harmless and indemnify The Schemmer Associates Inc. for any claims, payments, or other liability, including attorney fees, incurred by The Schemmer Associates Inc. for damage to any privately owned subsurface utilities or structures which are not correctly identified to The Schemmer Associates Inc.
4. **UNANTICIPATED HAZARDOUS MATERIALS.** It shall be the duty of the client to advise The Schemmer Associates Inc. of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by The Schemmer Associates Inc. If The Schemmer Associates Inc. observes or suspects the existence of hazardous materials during the course of providing services, The Schemmer Associates Inc. may, at its option, terminate further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of The Schemmer Associates Inc., The Schemmer Associates Inc. may, at its option, terminate this contract. It is understood and agreed that The Schemmer Associates Inc. does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.
5. **REPORTS.** The Schemmer Associates Inc. will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client.
6. **OWNERSHIP OF DOCUMENTS.** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by The Schemmer Associates Inc. as instruments of service shall remain the property of The Schemmer Associates Inc.
7. **SAMPLE DISPOSAL.** Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
8. **CONFIDENTIALITY.** The Schemmer Associates Inc. will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. The Schemmer Associates Inc. will not disclose such

information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of The Schemmer Associates Inc. against claims or liabilities arising from performance of services under this contract. The Schemmer Associates Inc. obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. The Schemmer Associates Inc. technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available by client to any third party without the express written consent of The Schemmer Associates Inc.

9. **STANDARD OF CARE.** Services performed by The Schemmer Associates Inc. under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that The Schemmer Associates Inc. does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by The Schemmer Associates Inc., and that the data, interpretations, and recommendations of The Schemmer Associates Inc. are based solely upon the data available to The Schemmer Associates Inc. The Schemmer Associates Inc. will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. **PRECEDENCE.** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding The Schemmer Associates Inc. services.

11. **PROVISIONS SEVERABLE.** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

SUPPLEMENTAL GENERAL CONDITIONS CONSTRUCTION STAKING

1. **SCOPE OF WORK.** The Schemmer Associates Inc. shall perform the construction staking services described in the Agreement and shall invoice the Client for those services at the rates included in the Agreement. The Client will give The Schemmer Associates Inc. 48-hour advance notice for staking requests. Work which is requested to be performed before 7:00 am or after 4:00 pm Monday through Friday or any work requested on the weekend will be billed to Client at time and a half the normal hourly rates. Client agrees that any fee estimates, if any, included in the Agreement are not firm unless specifically stated as such in the Agreement. If unexpected site conditions, survey control data issues, or other assumptions as stated in the Agreement are discovered, additional services may be required. If unanticipated conditions which will require additional work are identified, The Schemmer Associates Inc. shall notify the Client and may suspend work until an agreement is reached regarding the scope of and payment for the additional work. The Schemmer Associates Inc. will provide any necessary additional services at the rates set forth in the Agreement.
2. **ACCESS TO SITES, PERMITS, AND APPROVALS.** The Client shall furnish The Schemmer Associates Inc. with right-of-access to the site in order to conduct the planned survey services. Unless otherwise agreed in writing, the Client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While The Schemmer Associates Inc. will take reasonable precautions to minimize damage to the property, it is understood by the Client that, in the normal course of work, some damage may occur. The Schemmer Associates Inc. shall not be required to repair or compensate Client for the cost of repairing any such damage.
3. **INFORMATION PROVIDED OTHERS.** Information provided by others may be necessary to perform the services stated in this contract. Client agrees The Schemmer Associates Inc. may rely on information provided by others and shall not be responsible for any defect in or inaccuracy of any such information. The Client will provide The Schemmer Associates Inc. upon request with electronic files created for the project by the project engineer or architect.
4. ~~**LIMITATION OF LIABILITY.** With regard to construction staking services performed by The Schemmer Associates Inc., paragraph 12 of the General Conditions is amended as follows: To the fullest extent permitted by law, the Client agrees to limit The Schemmer Associates Inc.'s liability for the Client's damages arising out of or related to construction staking to the sum of \$20,000 or The Schemmer Associates Inc.'s fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.~~
5. **STANDARD OF CARE.** Services performed by The Schemmer Associates Inc. under this contract will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made or intended by the proposal for services, the performance of services, or by the furnishing of oral or written reports or data. The Client recognizes that The Schemmer Associates Inc. does not owe any fiduciary responsibility to the Client. The Client further recognizes that survey and/or staking data provided by The Schemmer Associates Inc. is based solely on the data provided to The Schemmer Associates Inc. by the Client. The Client shall review the survey and/or staking data provided by The Schemmer Associates Inc. and assure itself the information is appropriate and meets the needs and intent of the activities planned by the Client. The Schemmer Associates Inc. shall not be responsible for the interpretation by the Client or by others of the information developed and provided.
6. **PRECEDENCE.** These Supplemental General Conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding The Schemmer Associates Inc. services.
7. **PROVISIONS SEVERABLE.** In the event that any of the provisions of these Supplemental General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____.

Owner's Consultant's Services

ARTICLE A.1 – BASIC SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

CITY OF BELEVUE – VARIOUS STREET CONSTRUCTION/RECONSTRUCTION PROJECTS

(Project Description)

The OWNER has selected two projects to include in their capital improvement plans for 2026. These two projects consist of a group of streets that are grouped under the name Fontenelle Hills and Forest Hills.

1. **Fontenelle Hills.** Streets included: Ridgewood Court, Bayberry Court, Bayberry Drive, Laurel Drive, Laurel Circle - This group of projects shall include the removal and reconstruction of streets at the same grade and location as the existing streets. These projects are located in a general area known as Fontenelle Hills. Streets that fall into this group may not meet standards for maximum vertical profile and may not exceed minimum radius standards for horizontal alignment. New pavement construction will match surfacing material of existing streets. (Project 1)
2. **Forest Hills** Streets included: Shagbark Court, Redbud Lane, Forest View Circle - This group of projects shall include the removal and reconstruction of streets at the same grade and location as the existing streets. These projects are located in a general area known as Forest Hills. Streets that fall into this group may not meet standards for maximum vertical profile and may not exceed minimum radius standards for horizontal alignment. New pavement construction will match surfacing material of existing streets. (Project 2)

Information Provided by the OWNER or Others

The OWNER will provide all available information including studies, reports, mapping, as-built plans, and data. The OWNER will also provide the following:

- a. Maps of all City utilities
- b. As-Built plans of all adjacent and affected infrastructure including existing street, storm and sanitary sewers, watermain, etc.
- c. Historical traffic volume counts
- d. Available crash data
- e. GIS Information
- f. Data on existing City control points and benchmarks
- g. Current list of utility companies and contact information
- h. Advertisement for public meeting

Tasks specifically not included: Right-of-way appraisal and acquisition services, wetland delineations, testing for hazardous materials, noise studies and other tasks not specifically listed herein.

Design Plan Sheets

Roadway plan sheets will be prepared in Nebraska Department of Transportation plan format. The following plan sheets are anticipated to be included in the preliminary plan set:

- a. Cover Sheet
- b. Typical Section Sheets
- c. Summary of Quantities
- d. Horizontal Control Sheets
- e. Right-of-entry Form for City's use to gain access, if necessary (Projects 1 and 2)
- f. Removal/Construction Sheets
- g. Geometric/grades/joints Sheet
- h. Drainage Plan Sheets
- i. Drainage Profile Sheets
- j. Roadway Plan and Profile Sheets
- k. Construction Phasing Sheet (with hatching to denote phasing)
- l. Roadway Cross-Section Sheets
- m. Erosion Control Sheets

Submittals

The following formal submittals are anticipated:

- a. Public Meeting Documentation
- b. Plan-in-Hand (30%) Plans w/ cost estimate
- c. Drainage Study
- d. Geotechnical / Pavement Report

Project Tasks

The following tasks are anticipated to complete the work for this project:

TASK 1. Project Management

a. Project Management

The Engineer's Project Manager, Matt Shimerdla will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of project team. Provide regular progress reports with invoices.

b. Coordination with Others

The Engineer will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants.

TASK 2. General Project Meetings

a. Progress Meetings

The Engineer will schedule and attend a kickoff meeting with the OWNER'S representatives. The Engineer will schedule and attend all progress meetings. The Engineer will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. The Engineer will prepare and distribute meeting minutes. This scope estimates 3 progress meetings.

b. Review Meetings

The Consultant will schedule and attend review meetings to receive the City's review comments from the submittals. The Consultant will prepare and distribute meeting minutes. This will include the following review meetings:

- Review alternative designs during the conceptual design phase.
- x 30% Plan in Hand Submittal
- 60% Functional Submittal
- 90% Draft Plans, Specifications and Estimates Submittal

TASK 3. Topographic Survey

This task consists of a topographic field survey of the project corridor including horizontal and vertical control, locating section corners and locating existing utilities per one-call. Survey shall be in accordance with current Nebraska Department of Transportation survey specifications.

a. Topographic Field Survey

The Engineer will collect topographic survey data within the following limits: The topographic ground survey would capture data for all items within right of way to the back of sidewalk and edge of homes and garage door elevations along the streets identified in the project description. This information would include the existing centerline, pavement edges and drainage structures.

b. Horizontal and Vertical Control-

The Engineer will establish control points along the project corridor at regular intervals and provide control point ties to topographic features of permanent nature.

- i. Horizontal control points will be established and referenced to existing section corners and lot pins. The control points will be permanent in nature and tied to Sarpy County Coordinate system.
- ii. Vertical control points will be established and referenced to Sarpy County datum. There will be a minimum of three permanent benchmarks established

with additional temporary benchmarks set along the project corridor at intervals not to exceed 300 feet.

c. Section Corners and Property Pins

The Engineer will locate necessary section corners and quarter-section corners. Right of way pins will be located where possible. The age of the subdivision and close proximity of homes may make this task difficult. Existing right-of-way lines will be determined based on plats and surveyed topographic lot pins as well as existing features. The Engineer will complete title research for the two project areas. Schemmer staff will review title research for private properties along the street corridors to determine existing right of way lines for a project right of way base file. Schemmer estimates 68 private properties will need some level of title review.

d. Existing Utilities

The Engineer will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evidence in the field and utility locator's markings. At this time it will be assumed that no new utilities have been constructed. A disclaimer in regards to the undetermined location of underground utilities will be added to the drawings. Any noted additions or deletions will be drafted in the topographic file.

e. Base Map Preparation

Consultant will create the base map using the topographic survey data in the City of Omaha CADD standards format with the City of Bellevue Coordinate System. The base map shall be submitted to the City to verify CADD standards were followed.

TASK 4. Geotechnical Investigation

The Engineer will include borings at locations along the two project corridors and a recommended geotechnical design for each project. Each street segment would require one boring approximately 5' deep and a pavement core to determine the depth and type of existing pavement. This would be a total of 7 cores and 7 soil samples for both projects 1 and 2. Schemmer will complete the following tests related to the pavement and soil samples taken

- 1) Visula Classification – 14 tests
- 2) Thin Wall Tube Unit Weight and water content – 14 Tests
- 3) Atterberg Limits – 5 Tests
- 4) Standard Proctor – 3 Tests
- 5) Measuer Pavement Core Thickness – 7 Tests

A geotechnical Investigation report will be submitted as a part of this project.

TASK 5. Public Involvement

a. Open House

The Consultant will schedule, arrange, and facilitate 1 public open house. The Consultant shall draft a press release of the open house to be reviewed by the City's Project Manager who will coordinate publication of the press release with the City's Citizen Information Center.

During the public meeting, City staff and the Consultant will be available to answer questions and receive comments. No formal presentations are anticipated. The Consultant will be responsible for:

- Creating and addressing invitational postcards
- Meeting displays
- Meeting handouts (____ handouts per meeting)
- Sign-in sheet
- Comment forms
- Written summation of the oral and written comments received
- Preparation of draft responses to comments received (____ responses per meeting)
- Other materials as identified in the public involvement plan
- Necessary follow-up
- Other _____

b. One on One Meetings

Schemmer will schedule one on one meetings with residents as part of the public involvement process. Schemmer will hold 30 minute time slots for residents to sign up for over the course of two days to discuss the project with residents potentially impacted by construction. Schemmer staff anticipates attending 16 one-on-one meetings.

TASK 6. Preliminary Design

This task will include site inspection, data collection, utility coordination, typical sections, geometrics, horizontal and vertical alignment development, drainage study, roadway cross sections, preliminary construction phasing, and opinion of probable construction costs.

a. Site Inspection

Includes site visit during preliminary design to verify site constraints, impacts, and compatibility with proposed design. It is assumed two site visits will be required.

b. Typical Sections

Typical sections will be developed based on recommendations from City of Bellevue recommendations or the existing roadway section.

c. Horizontal Alignment and Vertical Profile and Control Sheets

Horizontal and Vertical Control sheets will be developed that detail the horizontal and vertical information for Projects 1 and 2.

d. *Plan and Profiles*

Plan and Profile sheets will be developed that detail the horizontal and vertical alignments for the mainline roadway. Right of way and existing ground information will be included with these plan pages.

e. *Geometric Details*

Geometric plan elements will be drafted and their location will be tied to the horizontal alignment using a station and offset. Plan elements include back of curb, sidewalk, driveway, and other plan elements.

f. *ADA Compliant Pedestrian Facilities*

ADA compliant curb ramps and pedestrian facilities will be designed for projects where these improvements are necessary. Existing curb ramps that do not meet standards will be replaced with ADA compliant ramps.

g. *Quantities*

Existing material removed will be determined and future material constructed for each of the construction projects will be calculated. Quantity items will be based on City of Omaha standard bid items.

h. *Drainage Design*

A drainage study will be completed to delineate drainage areas, determine gutter flow volume, identify outlet locations for drainage outflows and design improvements to address drainage deficiencies within the system. The results of this drainage study will be summarized in a white paper and submitted for review and approval to the City of Bellevue staff.

Storm sewer improvements including pipe, inlets and manholes will be shown on the drainage plan and profile sheets. Drainage design will maintain existing drainage patterns as part of the neighborhood improvements. Information will be shown according to City of Bellevue standards.

i. *Construction Phasing*

A conceptual construction phasing plan will be developed to construct the projects in a single construction season, provide access to local residents and reduce impacts to schools located near construction projects.

j. *Right of Way Sheets*

An existing right of way plan will be created for the two project corridors. Plan sheets will be created to identify existing home-owners and existing right of way lines. We will assume that no new right of way will be acquired.

k. *Roadway Cross-Sections*

Cross-sections will be developed at fifty-foot intervals, at centerlines of intersecting driveways, and at additional locations as may be necessary to detail earthwork requirements, quantities and drainage requirements, along the mainline roadway. Additional cross-sections will be developed as necessary for side streets and major driveways.

l. *Opinion of Probable Construction Cost*

City of Omaha bid items and unit prices will be used to compute quantities and submit a preliminary opinion of probable construction cost prior to the 30% plan submittal (after selection of preferred design alternative).

m. *Preliminary Plans*

Create plan sheets as appropriate for each of the two projects for all preliminary design tasks to capture design information and define project quantities for the purpose of calculating a preliminary project cost estimate.

n. *Quality Assurance/Quality Control (QA/QC)*

The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.

**Project Schedule City of Bellevue
Various Street Construction/Reconstruction Projects
April 2024**

<u>Milestone</u>	<u>Completion Date</u>
Notice to Proceed	June 1st, 2024 (Assumed)
Kick-Off Meeting	June 8th, 2024
Topographic Survey Projects 1-3	August 15th, 2024
Geotechnical Investigation	September 5th, 2024
1 st Progress Meeting	October 8 th , 2024
30% Submittal (Projects 1-2)	December 15 th , 2024
Public Meeting	February 1 st , 2025
END PHASE 1	
2nd Progress Meeting	February 15 th , 2025
60% Plan Submittal	May 10 th , 2025
90% Plan Submittal	September 10 th , 2025
Final Contract Documents Submittal	October 23 rd , 2025
City of Bellevue Approve Contract Documents	December 1 st , 2025
Begin Project Advertising	December 10 th , 2025
Project Letting	January 18 th , 2026
Approve Construction Contract	March 22 nd , 2026
Construction NTP	April 23 rd , 2026

PROJECT 1

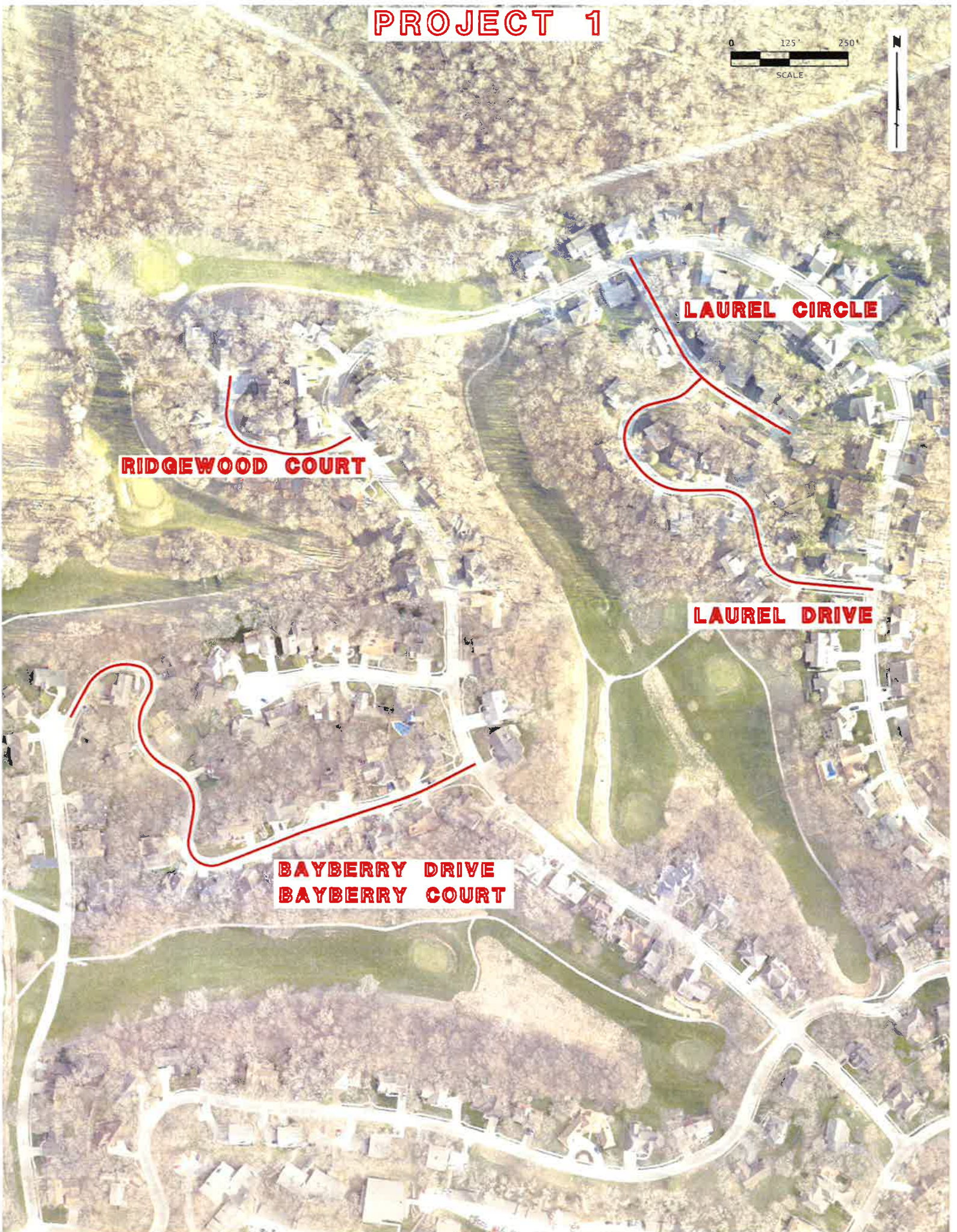


RIDGEWOOD COURT

LAUREL CIRCLE

LAUREL DRIVE

**BAYBERRY DRIVE
BAYBERRY COURT**



PROJECT 2

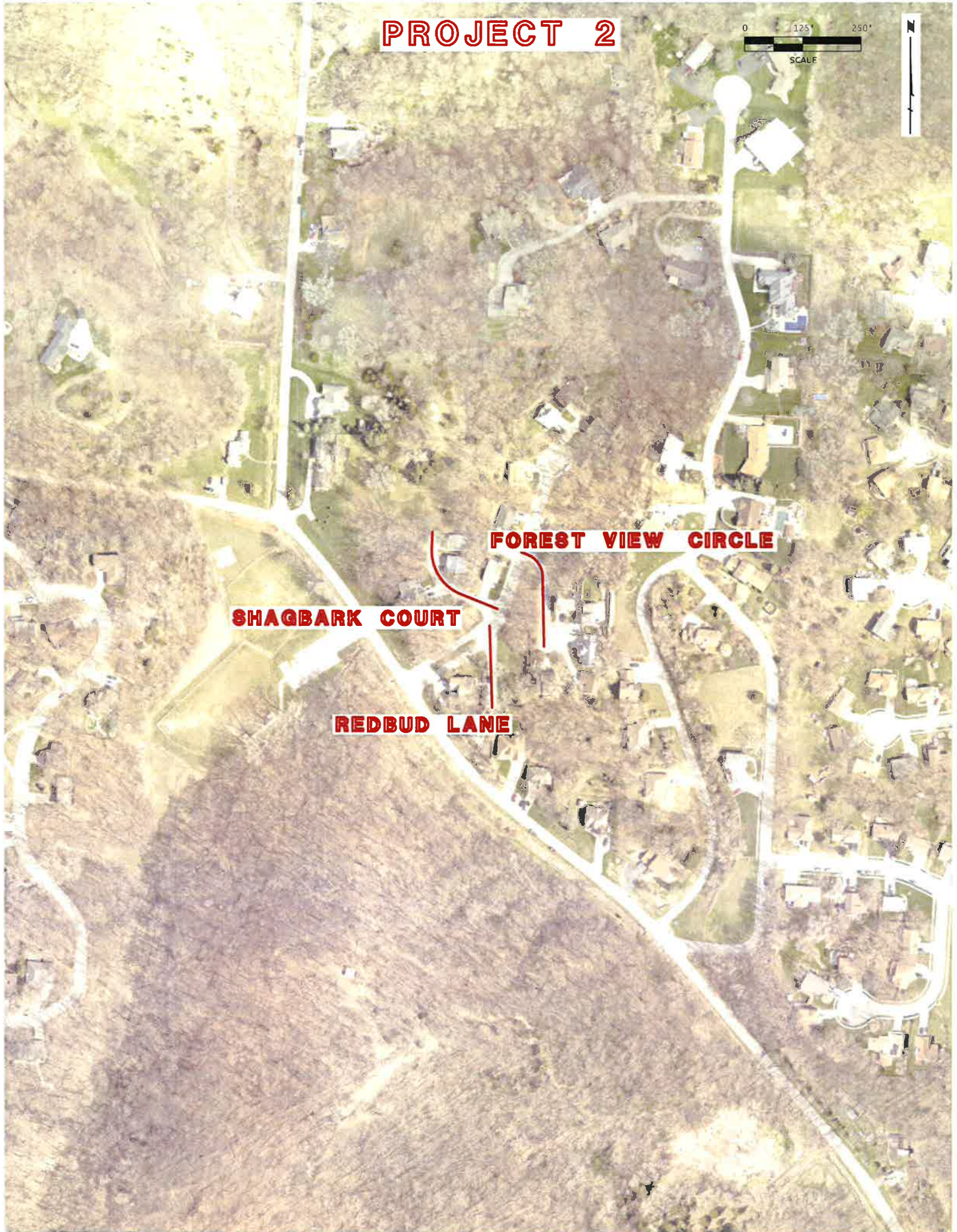
0 125' 250'
SCALE



SHAGBARK COURT

FOREST VIEW CIRCLE

REDBUD LANE



Hour Estimate Form
Survey and Preliminary Design
Fontenelle Hills and Forest Hills
City of Bellevue

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	2-MAN CREW	SURVEY TECHNICIAN	LAB TECH	ADMIN ASST	TOTAL PER TASK
I.	Project Administration												
I.a	Project Management	8	60		24								92
I.b	Progress Reporting		24		16								40
II.	General Meetings												
II.a	Kickoff and Progress Meetings with City Staff		12		12		8						32
II.b	Review Meetings with City Staff		16		16		12						44
III.	Topographic Survey												
III.a	Establish Control							4	12	4			20
III.b & c	Topographic Survey and Property Pin Locates							8	80	8			96
III.d	Title Research							60		120			180
III.e	Utility One-Calls and Survey							6	24	4			34
III.f	Download Data and Create File		8					2	4	80			94
IV.	Geotechnical Investigation												0
IV.a	Project Preparation			8									8
IV.b	Soil Borings			10									10
IV.c	Field Log										8		8
IV.d	Laboratory Testing of Recovered Samples										24		24
IV.e	Analysis of Test Data										4		4
IV.f	Report			16									16
V.	Public Meeting												
V.a	Develop Public Meeting Materials		4		8		16						28
V.b	Prepare Public Meeting Boards		8				24						32
V.c	Attend and Document Public Meeting		24		4		12						40
V.d	Attend One on One Meetings		20		20								40
VI.	Preliminary Roadway Design												
VI.a	Site Inspection		8		8								16
VI.b	Typical Sections		2				12						14
VI.c	Horizontal and Vertical Alignment and Control Sheets		4		16		12						32
VI.d	Plan and Profiles		2		16		24						42
VI.e	Geometric Details		8		8		40						56
VI.f	ADA Pedestrian Facilities		4		4		8						16
VI.g	Quantities		2		4		8						14
VI.h.1	Drainage Study		8	80									88
VI.h.2	Drainage Design		2		16		12						30
VI.j	Right of Way Sheets		4				12						16
VI.k	Roadway Cross-Sections		2			12	8						22
VI.l	Drainage Study												0
VI.m	Roadway Cross-Sections				40		24						64
VI.n	Opinion of Probable Construction Cost		4			4	8						16
VI.o	Preliminary Plans		24			40	64						128
VI.p	QA/QC Review		12		8								20

**Fontenelle Hills and Forest Hills
City of Bellevue**

Survey and Preliminary Design

FEE SUMMARY SCHEDULE

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2018 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$26,280.00
PRINCIPAL	8	\$260.00	\$2,080.00	
PROJECT MANAGER	84	\$200.00	\$16,800.00	
SENIOR PROJECT ENGINEER	0	\$200.00	\$0.00	
REGISTERED DESIGN ENGINEER	40	\$185.00	\$7,400.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$125.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$95.00	\$0.00	
REGISTERED SURVEYOR	0	\$145.00	\$0.00	
2-MAN CREW SURVEY	0	\$185.00	\$0.00	
CADD TECHNICIAN	0	\$80.00	\$0.00	
LAB TECHNICIAN	0	\$105.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$80.00	\$0.00	
II. General Meetings				\$12,680.00
PRINCIPAL	0	\$260.00	\$0.00	
PROJECT MANAGER	28	\$200.00	\$5,600.00	
SENIOR PROJECT ENGINEER	0	\$200.00	\$0.00	
REGISTERED DESIGN ENGINEER	28	\$185.00	\$5,180.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$125.00	\$0.00	
ENGINEERING TECHNICIAN	20	\$95.00	\$1,900.00	
REGISTERED SURVEYOR	0	\$145.00	\$0.00	
2-MAN CREW SURVEY	0	\$185.00	\$0.00	
CADD TECHNICIAN	0	\$80.00	\$0.00	
LAB TECHNICIAN	0	\$105.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$80.00	\$0.00	
III. Topographic Survey				\$52,680.00
PRINCIPAL	0	\$260.00	\$0.00	
PROJECT MANAGER	8	\$200.00	\$1,600.00	
SENIOR PROJECT ENGINEER	0	\$200.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$185.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$125.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$95.00	\$0.00	
REGISTERED SURVEYOR	80	\$145.00	\$11,600.00	
2-MAN CREW SURVEY	120	\$185.00	\$22,200.00	
CADD TECHNICIAN	216	\$80.00	\$17,280.00	
LAB TECHNICIAN	0	\$105.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$80.00	\$0.00	

IV. Geotechnical Investigation				\$10,580.00
PRINCIPAL	0	\$260.00	\$0.00	
PROJECT MANAGER	0	\$200.00	\$0.00	
SENIOR PROJECT ENGINEER	34	\$200.00	\$6,800.00	
REGISTERED DESIGN ENGINEER	0	\$185.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$125.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$95.00	\$0.00	
REGISTERED SURVEYOR	0	\$145.00	\$0.00	
2-MAN CREW SURVEY	0	\$185.00	\$0.00	
CADD TECHNICIAN	0	\$80.00	\$0.00	
LAB TECHNICIAN	36	\$105.00	\$3,780.00	
ADMINISTRATIVE ASSISTANT	0	\$80.00	\$0.00	
V. Public Meeting				\$22,060.00
PRINCIPAL	0	\$260.00	\$0.00	
PROJECT MANAGER	56	\$200.00	\$11,200.00	
SENIOR PROJECT ENGINEER	0	\$200.00	\$0.00	
REGISTERED DESIGN ENGINEER	32	\$185.00	\$5,920.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$125.00	\$0.00	
ENGINEERING TECHNICIAN	52	\$95.00	\$4,940.00	
REGISTERED SURVEYOR	0	\$145.00	\$0.00	
2-MAN CREW SURVEY	0	\$185.00	\$0.00	
CADD TECHNICIAN	0	\$80.00	\$0.00	
LAB TECHNICIAN	0	\$105.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$80.00	\$0.00	
VI. Preliminary Roadway Design				\$84,440.00
PRINCIPAL	0	\$260.00	\$0.00	
PROJECT MANAGER	86	\$200.00	\$17,200.00	
SENIOR PROJECT ENGINEER	80	\$200.00	\$16,000.00	
REGISTERED DESIGN ENGINEER	120	\$185.00	\$22,200.00	
ENGINEER/ SENIOR TECHNICIAN	56	\$125.00	\$7,000.00	
ENGINEERING TECHNICIAN	232	\$95.00	\$22,040.00	
REGISTERED SURVEYOR	0	\$145.00	\$0.00	
2-MAN CREW SURVEY	0	\$185.00	\$0.00	
CADD TECHNICIAN	0	\$80.00	\$0.00	
LAB TECHNICIAN	0	\$105.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$80.00	\$0.00	

	1,416	\$208,720.00
Subtotal Direct Salary Costs		\$208,720.00
Overhead Costs	0.0%	<u>\$0.00</u>
Subtotal Labor Charges + Overhead		\$208,720.00
Fixed Fee	0%	<u>\$0.00</u>
Subtotal Labor Charges + Overhead + Fixed Fee		\$208,720.00

DIRECT NON-SALARY COSTS:	No.	Rate (\$)	
Printing - full-size	\$	1.25 \$	-
Mileage	200 \$	0.68 \$	135.00
Survey Mileage	300 \$	0.600 \$	180.00
Geotech (Field Drilling Subcontractor)	1 \$	3,000.00 \$	3,000.00
Geotech (Lab Reimbursable)	\$	210.00 \$	-
Title Searches	68 \$	300.00 \$	20,400.00
Lodging	\$	70.00 \$	-
Per Diem	\$	39.00 \$	-
Public Meeting	1 \$	600.00 \$	600.00
Other		\$	-
Sub-Total Direct Non-Salary Costs		<u>\$</u>	24,315.00

TOTAL ESTIMATED FEE \$ 233,035.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
5/21/2024

COUNCIL MEETING DATE: May 21, 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:

BPW 240102 CIPST 24(02) Concrete Projects - Package 1 and 2 professional construction engineering services contract

SYNOPSIS/BACKGROUND:

HGM Associates to perform professional construction engineering services to include construction administration, construction observations, and material testing related to 2024 Concrete Projects - Package 1 and 2 which include:

Package 1: M146(233A) - Area: 36th to 42nd St, Suburban Dr to Giles Rd; M146(292A) - Area: Harrison St to Borman St, 45th to 48th St; M146(296A) - S 36th St; Harrison to Chandler and M146(316A) - 25th St; 625' N/ Sautter Ave to Cornhusker Rd and

Package 2: M146(286A) - Ft Crook Rd; Cornhusker Rd to Capehart Rd; M146(293A) - Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd; M146(298A) - Fairfax Rd; Harvell Dr to Wilroy Rd; Tregaron Drive Speed Hump; Ft Crook Rd left - turn lane; and Mission Ave and Calhoun intersection Curb Ramps.

FISCAL IMPACT: \$276,593 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 240102 CIPST 24(02) Concrete Projects - Professional Construction Engineering Services

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 240102 2024 Concrete Projects - Package 1 and 2

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

CIP PROJECT NAME: 2024 Concrete Projects CIP PROJECT NUMBER: ST24(02)

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates in the amount of \$276,593 for professional construction engineering services for the 2024 Overlay Projects - Package 1 and 2.

ATTACHMENTS:

1. Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature 1

Signature 2

Signature 3



May 14, 2024

Mr. John Krager, P.E.
City Engineer
Bellevue Public Works
1510 Wall Street
Bellevue, NE 68005

Subject: Construction Administration for 2024 Concrete Repair Projects
HGM Proposal No. 000724-080

Dear John:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A, Hours and Fees labeled as Exhibit B, and the General Provisions labeled as Exhibit C.

HGM will provide Basic Services including Construction Administration. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total cost estimated to be \$260,593. Cost breakdown is \$140,072 for Package 1 and \$120,521 for Package 2. Reimbursable Expenses are estimated to be \$16,000. Cost breakdown is \$8,000 for Package 1, \$8,000 for Package 2. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

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

Mr. John Krager, P.E.

May 14, 2024

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your Notice to Proceed. We estimate that all construction administration work can then be completed by December 31, 2024. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to the start of our work.

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

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Structural Project Manager

Acceptance of Proposal:
CITY OF BELLEVUE - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

CONSTRUCTION ENGINEERING SERVICES
BPW 240102
2024 Concrete Pavement Projects – Two Packages

SCOPE OF SERVICES

1. INTRODUCTION

The following Scope of Services for Construction Engineering Services shall include, but is not limited to Project Management, Construction Inspection and Materials Testing. The work shall include but is not limited to; the preconstruction phase, construction phase, construction closeout, coordination with the general contractor, construction inspection, final documents and materials testing.

2. PROJECT DESCRIPTION(s)

Project involves pavement removals and replacement, base repair, grading, construction of curb and gutter. Work may also include repair of sidewalk, ADA curb ramps, inlet top replacement and other related work.

3. PRE-CONSTRUCTION PHASE

The following pre-construction phase tasks will include but are not limited to:

- ~~A. Create information leaflets, for the general contractor to distribute, notifying the general public and abutting residents and businesses of the upcoming project one week before construction begins, and any other time it may be necessary.~~
- B. Arrange and direct the pre-construction meeting with the contractor and all stake holders.
- C. Review the construction schedule.
- D. Take, document, and provide pre-construction photos or videos.
- E. Provide Public Relations contact to respond to public inquiries and complaints.

4. CONSTRUCTION PHASE

The following construction phase tasks will include, but are not limited to:

- A. Provide an organizational chart depicting the construction team.
- B. HGM will use Appia for managing, tracking, and storing all relevant documents between the contractor and the City.
- C. Mobilize a construction inspection team on site for the duration of the construction activities as shown in Section 8.
- D. Maintain project field diaries, accurate quantities, files and records, and photos.
- E. Input Daily Diary and quantities in Appia report forms.
- F. Monitor the contractors' activities for compliance with the plans and specifications.
- G. Review work zone traffic control devices each day.
- ~~H. Provide erosion control inspection.~~
- ~~I. Document and record necessary reviews for compliance with wage, EEO, and DBE contract requirements.~~
- J. Prepare record drawings.
- K. Direct weekly meetings (Construction Progress Meetings) with the contractor and provide meeting notes.
- L. Observe and record change order and force account work.
- M. Mark removals in accordance with plans and City of Bellevue standards.
- N. Respond to public inquiries and complaints.

5. CONSTRUCTION CLOSEOUT

The following construction phase tasks will include but are not limited to:

- A. Conduct a final project walkthrough/inspection.
- B. Prepare and provide to the contractor a punch list of repair items that need to be addressed before project acceptance.
- C. Verify all project work has been completed, inspected and approved.

6. SURVEYING

The following surveying tasks will include, but are not limited to:

- A. ~~Attend pre-construction meeting, weekly progress meetings, and coordinate the necessary construction staking.~~
- B. ~~Identify and mark the limits of construction.~~
- C. ~~Establish horizontal and vertical control.~~
- D. ~~Perform all necessary construction staking.~~
- E. ~~Complete all final record drawings for the project.~~

7. MATERIALS TESTING SERVICES

The following materials and testing will include, but are not limited to:

- A. Perform all necessary materials testing in conformance with the City of Omaha Materials and Testing Manual or as provided in the construction documents.
- B. Acquire, review, record, and provide all necessary material certifications.
- C. Provide all test reports and certifications to the project manager within three (3) days of performing the test or receiving the material certifications.

8. BASIS FOR FEE CALCULATION

- A. **Package 1** - Anticipated start date 6/3/2024 – Fee is based on Package 1 running concurrently with Package 2.
 - a. Construction period is 130 calendar days and includes 92 workdays (Mon-Fri), approximately 19 weeks.
 - b. Project Observer hours include up to 40 hours for Pre-Construction activity, on site 5 hours per day for 92 workdays, and 20 hours for Post-Construction activity.
 - c. Construction Manager hours include up to 25 hours for Pre-Construction activity, on site 1.5 hours per day for 92 workdays, and 20 hours for Post-Construction activity.
 - d. Project Manager will be available an average of 0.5 hours per week for 19 weeks plus 6 hours for Pre-Construction activity and 3 hours for Post-Construction activity. Project Management of the consultant contract including billing and resource management will require 0.5 hour per week for 19 weeks.

- B. **Package 2** - Anticipated start date 6/3/2024 – Fee is based on Package 2 running concurrently with Package 1.
- a. Construction period is 110 calendar days and includes 77 workdays (Mon-Fri), approximately 16 weeks.
 - b. Project Observer hours include up to 40 hours for Pre-Construction activity, on site 5 hours per day for 77 workdays, and 20 hours for Post-Construction activity.
 - c. Construction Manager hours include up to 25 hours for Pre-Construction activity, on site 1.5 hours per day for 77 workdays, and 20 hours for Post-Construction activity.
 - d. Project Manager will be available an average of 0.5 hours per week for 16 weeks plus 6 hours for Pre-Construction activity and 3 hours for Post-Construction activity. Project Management of the consultant contract including billing and resource management will require 0.5 hour per week for 16 weeks.

EXHIBIT B

City of Bellevue - 2024 Concrete Pavement Projects
BPW 240102

5/14/2024

**MANHOOR AND FEE ESTIMATE
CONSTRUCTION ENGINEERING / OBSERVATION**

Working Day Calculation	Package 1	Package 2
Contract Calendar Days	130	110
Start Date	6/3/2024	6/3/2024
End Date	10/11/2024	9/21/2024
Work Days (Mon-Fri)	92	77
Calendar Weeks	19	16

Task	Task Description	Project Principal	Project Mgr	Constr Manager	Constr Observer	2nd Observer	CADD Tech	Survey Crew	Total
Package 1									
1	Pre-Construction Activity		3	25	40				68
2	Construction Phase		4	138	460	258			860
3	Post-Construction Activity		1	20	20				41
4	Project Management		8						8
5	Contingency Hours (0%)		0	0	0				0
	Total Hours - Package 1	0	16	183	520	258	0	0	976
	Hourly Rate	\$0.00	\$251.55	\$160.32	\$137.92	\$136.32	\$125.60	\$278.56	
	Amount per Project Role	\$0	\$3,899	\$29,339	\$71,718	\$35,116	\$0	\$0	
Package 2									
1	Pre-Construction Activity		3	25	40				68
2	Construction Phase		4	116	385	216			720
3	Post-Construction Activity		1	20	20				41
4	Project Management		8						8
5	Contingency Hours (0%)		0	0	0				0
	Total Hours - Package 2	0	16	161	445	216	0	0	837
	Hourly Rate	\$0.00	\$251.55	\$160.32	\$137.92	\$136.32	\$125.60	\$278.56	
	Amount per Project Role	\$0	\$4,025	\$25,731	\$61,374	\$29,391	\$0	\$0	
	Grand Total Hours	0	32	344	965	473	0	0	1813
	Amount per Project Role	\$0	\$7,924	\$55,070	\$133,092	\$64,507	\$0	\$0	
TOTAL DIRECT LABOR									\$260,593
SUBCONTRACTOR (Thiele - Material Testing)									\$16,000
TOTAL FEE									\$276,593

ENGR EST. \$ 1,000,000
% of EST. 27.66%

This is an exhibit attached to and made part of the letter agreement dated May 14, 2024, between: CITY OF BELLEVUE (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM

This Addendum is made this 14th day of May 2024, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 14th day of May 2024.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

Date: May 14, 2024.

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

By:

Name:

Title:

By:


Name: Stephen W. Moffitt

Title: Structural Project Manager

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
5/21/2024

COUNCIL MEETING DATE: May 21, 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 - Papillion Creek Watersheds Partnership (PCWP)

SYNOPSIS/BACKGROUND:
Interlocal Cooperation Act Agreement with Papio-Missouri River Natural Resources District (PMRNRD) in partnership with cities of Bellevue, Gretna, LaVista, Omaha, Ralston, the County of Sarpy, and Village of Boystown, to act in concert and proposing, enacting and implementing common standards for development and cost-sharing of the watershed of Papillion Creek.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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


ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:


RECOMMENDATION:
City Council review and approve and authorize the Mayor to sign the Interlocal Cooperation Act Agreement for the Papillion Creek Watershed Partnership in partnership with cities of Bellevue, Gretna, LaVista, Omaha, Ralston, the County of Sarpy, and Village of Boystown


ATTACHMENTS:

1. <input type="text" value="Agreement"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

**INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED 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 watershed of the Papillion Creek (hereinafter referred to as “**the Watershed**”), the Interested Governments consisting of the following governmental entities, to-wit: the **CITY OF BELLEVUE**, Nebraska; the **VILLAGE OF BOYS TOWN**, Nebraska; the **CITY OF GRETNA**, Nebraska; the **CITY OF LAVISTA**, Nebraska; the **CITY OF OMAHA**, Nebraska; the **CITY OF PAPILLION**, Nebraska; the **CITY OF RALSTON**, 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 Papillion Creek Watershed Partnership**” or “**the Partnership**”), thus signifying the intent of the Parties to act, and contribute their resources, as members of the “Papillion Creek Watershed Partnership,” which is hereinafter defined and described.

WHEREAS, the Partnership originally was formed through an Interlocal Cooperation Act Agreement dated on August 1, 2001 (hereinafter referred to as the “**Initial Agreement**”), and expiring on July 31, 2004. An Interlocal

Cooperation Act Agreement for Continuation of the Papillion Creek Watershed Partnership was approved by the Parties in 2004, 2009, 2014, and 2019 effective July 1, 2004, July 1, 2009, July 1, 2014, and July 1, 2019 respectively, for a period of five years from and after their effective date.

WHEREAS, the Partnership has accomplished the assessment of existing water quality and quantity conditions, the cooperative preparation of NPDES Permit applications, the submittal of multiple grant applications, the analysis of additional flood control, and the support of storm water utility legislation. The Partnership coordinated these issues at meetings of its members' representatives. The progress of Partnership activities was presented to the public at meetings and on a website (www.papiopartnership.org);

WHEREAS, the Partnership was instrumental in the preparation of the "Small Municipal Separate Storm Sewer Systems in Douglas and Sarpy Counties – Stormwater Management Plan" for the Watershed, (hereinafter referred to as the "**SWMP**") a true and correct copy of which is attached to this Agreement as **Exhibit "A"** and incorporated herein by this reference;

WHEREAS, by the members of the Partnership continuing to act in concert and proposing, enacting and implementing common standards, there will be continued increases in effectiveness and in cost-sharing capability within the Partnership, particularly in the capability to implement the SWMP and to address federally-imposed requirements and mandates which must be funded locally;

WHEREAS, other premises that justify the continuation of the Partnership still exist, including, without limitation, that:

- The Papillion Creek does not meet water quality standards specified by the State of Nebraska;

- The City of Omaha has a current Federal mandate to reduce combined sewer overflows;
- The Watershed has not had a major widespread storm event since the 1960s;
- The hydrology of the Watershed for the Flood Insurance Study will continue to need to be updated;
- Urbanization of the Watershed and associated impervious area have increased dramatically since the 1960s and 1970s;
- Deposition is occurring in Watershed reservoirs at unacceptable rates;
- Currently there is inadequate funding to address storm water quantity and water quality problems within the Watershed;
- The benefits of reducing existing and future flood impacts in the Watershed include: decreased public and private property damages, reduced potential loss of life, lower flood insurance costs, 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 Papillion Creek Watershed; implementing better site design that minimizes impervious surfaces, utilizes techniques to mimic natural hydrology, and approximates pre-development runoff conditions; updating hydrology; formulating a master drainage plan for the Watershed; 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 Watershed; and, implementation of new set back ordinance/regulation and open drainage requirements;

- Standardization of the construction development permit process would reduce liability to landowners from flooding and erosion problems and reduce sediment runoff during construction;

- Continuation of 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 Environmental Quality, 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, a Watershed Management Plan, Implementation Plan and Stormwater Management Policies (hereinafter referred to collectively as the “**Plans and Policies**”) were developed through a community-based process involving the development community, Partnership members, public agencies, non-profit organizations, other stakeholder groups and the general public. The Plans and Policies developed through the Partnership consist of six (6) Policy Groups, headed as follows:

- #1 Water Quality
- #2 Peak Flow Management
- #3 Stream Corridor Preservation
- #4 Erosion and Sediment Control and Other BMPs
- #5 Floodplain Management
- #6 Storm Water Management Financing

and the texts of the Stormwater Management Policies are attached hereto as **Exhibit “B”** and incorporated herein by this reference.

WHEREAS, The Plans 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 members of the Partnership 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. This Agreement shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. Each party shall separately finance and budget its own duties and functions under this Agreement. Upon termination of this Agreement, each party shall retain ownership of the property it owns at the time of termination; provided, that upon complete termination of the Agreement, the value of any property owned in trust for the Partnership shall be distributed to the Parties in in proportion to their total contributions to the Partnership Fund and Watershed Fee Fund. This Agreement does not authorize the levying, collecting, or accounting of any tax.
- 2. Mission:** It shall be the mission of the Partnership to address issues related to surface water quality and storm water quantity in the Watershed

by establishing and implementing regionally common goals and standards for the development of the Watershed through 2050.

- 3. Applicability:** Members of the partnership having jurisdiction over land area outside the physical boundaries of the Watershed expect and intend that planning activities within the Watershed for projects of the Partnership will, insofar as feasible, apply universally to all such land areas as though they were located physically within the Watershed 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 of the SWMP and 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 Watershed's streams and reservoirs;
 - d)** Increased water-based recreational opportunities that result from water quality improvements in existing streams and reservoirs and associated improvements in quality of life;
 - 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 watershed;
 - g)** Storm Water Management Plan update;
 - h)** Environmental compliance;
 - i)** Sediment and erosion control;

- j) Floodplain management; and,
- k) Development of and updates to the Plans and Policies.

5. **Executive Committee:** The members of the Partnership 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 50% of members) must be present for any action requiring a vote. Unless otherwise specified, a simple majority of those members present shall be required for approval of any proposed action. It is understood that the authority of each Executive Committee member to act on behalf of his/her respective elected board or council shall be defined by that member'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 to this Agreement 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 members of the Partnership 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 to the Partnership website and email to the Partnership members 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 Partnership 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 members of the Partnership;
- 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 members of the Partnership, all as the Executive Committee directs;
- 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 elements of the SWMP, 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 SWMP therein identified solely for individual action by a Partner 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 SWMP and 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 SWMP therein identified for action by the Partnership or individual partners and identified in the table attached hereto as **Exhibit “C”** and incorporated herein by reference shall be voluntarily undertaken by the Partnership collectively; provided, however, no voluntary collective undertaking by the Partnership shall be deemed to relieve a member of the

Partnership of a primary duty imposed upon such member by law or regulation.

- c) Any elements of the SWMP, 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, established by the Initial Agreement, shall continue to be held by the Administering Agent in an interest-bearing account in trust for the members contributing thereto, in proportion to their contributions, and shall be expended as the Executive Committee directs 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 or before the first day of July after the effective date of this Agreement, each member of the Partnership shall make a contribution to the Partnership Fund in the amount shown, opposite such member's name, in the third column of the table attached hereto as **Exhibit "D"** and incorporated herein by For subsequent years during the term of this Agreement, the

Administering Agent shall request total annual contributions which shall not exceed \$369,000 from the members of the Partnership in the amounts necessary to carry out the work of the Partnership. The amounts of such subsequent-year contributions shall be determined by the Executive Committee prior to the first day of April of such subsequent year and paid by the members of the Partnership before the first day of July of such subsequent year. These subsequent-year contributions shall be \$90,000 for the NRD and a computed percentage of the total annual contributions for each of the remaining members, as shown in Exhibit D.

- ii) Each year during the term of this Agreement, and from time to time as any member of the Partnership may reasonably request, the Administering Agent shall furnish to the members of the Partnership 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 members of the Partnership under this Agreement.
 - iv) If any member of the Partnership fails to contribute to the Partnership Fund as requested pursuant to this Agreement, such member's involvement and membership in the Partnership shall be terminated upon written notice of termination given by the Administering Agent to such member.
- b)** The Watershed Fund shall be comprised of Watershed Management Fees and NRD general property tax dollars to equitably distribute

the capital cost of implementing structural water quality and quantity controls among new development or significant redevelopment within the watershed and to the general public. Based on an initial framework and rates set for Watershed 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 Watershed Management Plan and Implementation Plan, , attached hereto as **Exhibit “E”** and **Exhibit “F”** respectively, and both incorporated herein by reference, 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, LAVISTA, OMAHA, PAPIILLION and RALSTON, AND the County of SARPY (all hereinafter referred to collectively as “**zoning jurisdictions**”) agree to collect Watershed Fees from new development or significant redevelopment within the Papillion Creek Watershed, such Watershed Fees to be collected and earmarked specifically for construction of regional detention structures and water quality basins, as follows, to-wit:
 - a) Each zoning jurisdiction shall adopt a regulation or ordinance authorizing the collection of the Watershed Fees, according to Exhibit G or as specified in a previous agreement, for new development and significant redevelopment and authorizing the transfer of such fees to the NRD, consistent with the provisions of this Agreement.

- b) On or before July 1st of each calendar year, each zoning jurisdiction shall remit to the NRD 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 NRD shall be held by the NRD in a separate, interest-bearing account, to be known as the “Watershed Fund,” in trust for the members of the Partnership contributing thereto in proportion to their contributions, earmarked specifically for construction by the NRD of regional detention structures and water quality basins and expended by the NRD 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 G and,
 - (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 G 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.

(3) Commercial/Industrial/Institutional

Development shall be assessed per gross acre as shown in the table in Exhibit G and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff. Such Commercial/Industrial Watershed Fees shall be 1.5 times “Single Family Residential Development.”

- d) At approximately three (3) to five (5) year intervals, the Partnership and the development community shall review the Watershed Fees framework and rates, the Watershed Management Plan and the Implementation Plan with respect to availability of needed funds and rate of development within the Watershed. Subsequent changes to the Watershed Fees framework and rates, Watershed Management Plan, and Implementation

Plan, indicated by such review, shall be subject to formal approval by the respective local zoning jurisdictions and the NRD.

ii) The NRD agrees, subject to the availability of funding, to construct the regional detention structures and water quality basins in accordance with the Watershed Management Plan and Implementation Plan as follows:

a) The NRD shall establish a Watershed Fund and utilize the Watershed Fees received to pay approximately one-third (1/3) of required capital costs of constructing the regional detention structures and water quality basins, including the cost of obtaining necessary land rights. The remaining approximately two-thirds (2/3) of such capital costs shall be paid by the NRD from the proceeds of its general property tax levying authority and from contributions from developers and other cooperators that the NRD may be able to obtain.

9. Title to Property. Title to any tangible property (e.g., monitoring equipment) obtained using funds contributed by members of the Partnership pursuant to this Agreement shall be held in the name of the Administering Agent in trust for the members of the Partnership in proportion to their total contributions to the Partnership Fund and Watershed 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.
- 12. Duration of Agreement:** This Agreement shall be in effect for a period of five (5) years from and after its effective date.
- 13. Termination.** Involvement of any member of the Partnership with the Partnership, and responsibilities under this Agreement, may be terminated by such member without cause effective upon 60 days written notice to the other members of the Partnership. Termination of a member'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 member of the Partnership during the term of and pursuant to this Agreement.
- 14. Additional Planning and Implementation.** The members of the Partnership 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 members of the Partnership pursuant to resolutions duly adopted by their respective governing boards.

[Signature page(s) next]

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Bellevue, Nebraska on this ____ day of
_____, 2024.

THE CITY OF BELLEVUE, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the Village of Boys Town, Nebraska on this ____ day of
_____, 2024.

THE VILLAGE OF BOYS TOWN, NEBRASKA

BY _____
CHAIRMAN, VILLAGE BOARD

Attest:

VILLAGE CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Gretna, Nebraska on this _____ day of
_____, 2024.

THE CITY OF GRETNA, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of LaVista, Nebraska on this _____ day of
_____, 2024.

THE CITY OF LAVISTA, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Omaha, Nebraska on this ____ day of
_____, 2024.

THE CITY OF OMAHA, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Papillion, Nebraska on this ____ day of
_____, 2024.

THE CITY OF PAPILLION, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Ralston, Nebraska on this _____ day of
_____, 2024.

THE CITY OF RALSTON, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the County of Sarpy, Nebraska on this ____ day of
_____, 2024.

THE COUNTY OF SARPY, NEBRASKA

BY _____
CHAIRPERSON, COUNTY BOARD

Attest:

COUNTY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the Papio-Missouri River Natural Resources District on this
10th day of May, 2024.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

BY _____
GENERAL MANAGER

Exhibit A

Small Municipal Separate Storm Sewer Systems in Douglas and Sarpy Counties – Stormwater Management Plan

Measurable goals listed in the Stormwater Management Plan are target goals on which progress will be reported on in the annual report.

A. Public Education and Outreach		
BMP#	SWMP Element Description	Target Goals & Implementation Schedule
1, 3, & 4.	Develop a plan for outreach that defines the goals, objectives, target audience and distribution process of materials for the public education and outreach program	Year 1 - Develop a 5 year education and outreach plan. Submit the plan to NDEQ with the Annual Report. Years 2-5 – Review and update the plan each permit year and include the revised plan in the Annual Report.
2.	Maintain and update appropriate messages for targeted residential, construction, and commercial issues.	Year 1 – Inventory current outreach materials in each of these targeted areas and develop new materials as needed. Years 2-5 – Provide copies of new outreach materials in the annual report.

B. Public Participation and Involvement		
BMP#	SWMP Element Description	Target Goals & Implementation Schedule
1.	Provide opportunities for citizens to comment on new rules, ordinances, and regulations regarding the MS4.	On-Going All Years - Post on the _____ Website proposed changes to rules, ordinances, and regulations. Provide information in the annual report on approved changes and input received from the public.
2.	Create opportunities for citizens to participate in the implementation of stormwater controls.	On-Going All Years - Post on the Papillion Creek Watershed Partnership Website opportunities for public involvement in stormwater control related activities.
3.	Provide access to information about the (City's/County's) SWMP.	On-Going All Years – Maintain current (City/County) SWMP and MS4 annual reports on the Papillion Creek Watershed Partnership Website.

Exhibit A

C. – Illicit Discharge Detection and Elimination			
BMP#	SWMP Element Description	Target Goals & Implementation Schedule	
1.	a	Maintain a compliance plan or mechanism to follow up on illicit discharges.	On-Going All Years – Maintain the compliance procedures per the permit requirements.
1.	b	Maintain a map showing all known MS4 outfalls and the location of all state-designated waters receiving direct discharges from MS4 outfalls.	On-Going All Years – Maintain a continually updated storm sewer system map per the permit requirements.
1.	c	Conduct field screening activities per the permit requirements specifically geared to local TMDL pollutants of concern such as E. Coli. Other parameters will be determined based on the results of a PCE, but could include nutrients, ammonia, BOD, and TPH.	On-Going All Years - Annually conduct dry weather monitoring “priority” outfalls. “Priority” outfall are those that are 72” or greater and/or those with documented illicit discharges within the previous 3 years.
1.	d	Implement procedures to investigate and trace sources of identified illicit discharges to the MS4.	On-Going All Years – Document investigations include date observed, result of investigation(s) and date closed.
1.	e	Implement procedures to remove illicit discharges to the MS4. Document all interactions with potentially responsible parties.	On-Going All Years –Use the code enforcement procedures to eliminate unauthorized non-stormwater discharges identified during an investigation
1.	f	Identify and address allowable non-stormwater discharges determined to be significant contributors to pollutants. Identify any additional non-stormwater discharges that will not be addressed as illicit discharges.	On-Going All Years – Report on any local controls or conditions placed upon exempt non-stormwater discharges and additional identified exempted non-stormwater discharges.
2 & 3.		Coordinate with adjacent permitted MS4s to report illicit discharges to the appropriate authority having jurisdiction and respond to reports from other MS4s.	Year 1 – Develop procedures for coordination with adjacent permitted MS4’s. On-Going All Years – Include in the annual report any known illicit discharge reports to and from adjacent MS4s.
4.		Maintain written procedures for the IDDE component of the MS4 permit.	On-Going All Years –Make available upon request the standard operating procedures developed under this program component.
5.		Receive reports and complaints, internally and from the public, of illicit discharges and illegal dumping into the MS4. Respond to and investigate complaints about spills, dumping, or disposal of materials other than stormwater to the MS4.	On-Going All Years – Coordinate with others in the (City/County) to resolve complaints. Develop a system to generate reports and track the number of calls per year in regard to spills, dumping or improper disposal of material to the MS4. Include a count of complaints received and investigations completed in the annual report.
6.		Develop, implement and maintain a training program for municipal field staff with respect to IDDE.	Year 1 – Develop a strategy which identifies field staff and appropriate levels of training. Years 2 - 5 – Provide a count of employees which have received training in the annual report.

Exhibit A

D. Construction Site Runoff Control		
BMP#	SWMP Element Description	Target Goals & Implementation Schedule
1.	Maintain the established program requiring operators of public or private construction activities to comply with local erosion and sediment control requirements.	On-Going All Years -Include any updates to (City/County) Code or Permit requirements in the annual report.
2.	Maintain a compliance plan or mechanism to follow up on construction site non-compliance.	On-Going All Years – Maintain the compliance procedures per the permit requirements.
3.	Review grading permit applications and maintain a continually updated inventory of all private and public construction sites.	On-Going All Years – Include in the annual report the number and type of grading permits reviewed.
4.	Maintain the electronic records for inspection of construction sites and enforcement of erosion and sediment control measures.	Year 1 – Develop a strategy for site inspections by municipal staff, and include in the annual report. On-Going All Years –Inspect construction sites on a regular basis and on a complaint basis. Track the number of sites inspected annually in a database. Initiate enforcement proceedings as appropriate to address violations. Include a summary of inspections completed and enforcement actions taken in the annual report.
5.	Provide training for municipal staff with respect to their assigned duties as it relates to sediment and erosion control from construction activity. One formal training course for inspection staff during their employment with the City and internal training on an as needed basis to maintain consistent reporting among all inspectors.	On-Going All Years -Include in the annual report the number of staff and their sediment and erosion control training completed.
6.	Communicate with the regulated community and other groups affected by the Construction Site Runoff program and provide a mechanism to receive complaints from the public.	On-Going All Years – Conduct workshops for developers, builders, site designers, contractors, and/or (City/County) staff as determined necessary. Track reports from the public regarding construction sites. Include the number of reports received in the annual report and the permittees response.

Exhibit A

E. Post Construction Runoff Control		
BMP #	SWMP Element Description	Measurable Commitments & Implementation Schedule
1.	Continue to implement the Post Construction Program as stipulated in the OMC. Periodically update guidance material and develop divergent standards for difficult sites such as linear projects. Update as needed the Omaha Regional Stormwater Design Manual (ORSDM).	Year 1- Develop divergent standards for guidance document and update guidance as needed. Submit standards with the annual report. On-going All Years - Revise as necessary. Include a summary of revisions in the annual report.
2.	Review and update, if needed, the standards outlined in the OMC and ORSDM for consistency with required performance standards as they relate to post-construction stormwater management plans.	On-going All Years - Report on any updates to the OMC or ORSDM.
3.	Maintain an online submittal and review process for site plans, easement and maintenance agreements, as built drawings, deed recordings and drainage studies.	On-going All Years - Report number of PCSMP projects and the status of their progress in the annual report.
4.	Develop SOPs for responding to complaints regarding Post Construction BMPs and a strategy for verifying BMPs are being installed & maintained in perpetuity.	Year 1 - Submit SOPs with the annual report. On-going All Years - Report on any complaints and/or BMPs which have been certified as complete.
5.	Maintain a database that stores information on approved PCSMPs.	On-going All Years - Provide an inventory of certified stormwater control measures installed as part of the PCSMP requirements. Include a count of BMP types as well as any known changes to BMPs in the annual report.
6.	Inspect sites that are certified by the engineer of record and all sites identified as deficient on a complaint basis. Develop a protocol to bring sites in to compliance.	Year 1 - Develop protocol for compliance assistance, and inspection strategy On-going All Years - Document and maintain inspection records of the certified PCSMP projects as identified in the strategy developed. Document any enforcement actions taken. Summarize activities in annual report.

Exhibit A

F. Pollution Prevention and Good Housekeeping		
BMP#	SWMP Element Description	Target Goals & Implementation Schedule
1.	Maintain an inventory and map of municipal facilities. Review annually and update if needed.	On-Going All Years – Maintain an inventory and map of all municipal facilities.
2.	Conduct assessments of municipal maintenance facilities and review their municipal runoff control plans as applicable. Revise plans as needed if facilities expand or reduce activities and implement recommendations based on annual inspections.	Year 1 – Develop a strategy to assess municipal facilities and prioritize them based upon a defined set of criteria, include strategy in the annual report. Years 2 - 5 - Track the number of assessments for municipal facilities based upon the strategy developed in year 1. Include the number of assessments completed, a description of the assessment procedure and any changes in facilities ranking in the annual report.
3.	Continue to implement Good Housekeeping Program for municipal facilities that addresses “high-priority” facilities (hot spot score of 20-30 out of 30) and site specific SOPs.	On-Going All Years – Annually report new, removed, or significantly updated municipal facilities
4.	Implement practices for maintaining the storm sewer system that includes catch basin maintenance, open channels and other drainage structures, street sweeping, and structural stormwater controls. All maintenance procedures are to be performed such that waste water and waste materials do not enter the MS4.	Year 1: Provide a description of the maintenance programs in the annual report. On-Going All Years: Annually report on Sewer Maintenance activities related to maintaining the storm sewer system and changes to any of the maintenance practices.
5.	Provide training for municipal employees in pollution prevention and good housekeeping.	Year 1 - Develop a strategy for municipal employee training in pollution prevention and good housekeeping, include strategy in annual report. On-Going All Years – Conduct training events for municipal staff include number of employees trained, based on strategy developed in year 1, in annual report.
6.	Provide educational material to contractors hired to perform maintenance activities on the MS4.	Year 1 - Develop materials to provide to contractors and include in the annual report. Years 2 - 5 - Include in the annual report any new materials or updates to existing materials.

Exhibit B PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #1: WATER QUALITY IMPROVEMENT

ISSUE: Waters of the Papillion Creek Watershed are impaired.

“ROOT” POLICY: Improve water quality from all contributing sources, including but not limited to, agricultural activities, urban stormwater, and combined sewer overflows, such that waters of the Papillion Creek Watershed and other local watersheds can meet applicable water quality standards and community-based goals, where feasible.

SUB-POLICIES:

- 1) Water Quality LID shall be required on all new developments and significant redevelopments.
- 2) 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.
- 3) 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. Re-establishment of previously existing wetlands and the creation of new wetlands should be promoted. Any impacted wetlands shall be mitigated at a 3:1 ratio.
- 4) Implement MS4 Stormwater Management Plan.
- 5) Implement Best Management Practices (BMPs), as identified in the Papio-Missouri 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. Water quality basins shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan.

REFERENCE INFORMATION

DEFINITIONS:

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Water Quality LID. A level of 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 the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 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

Exhibit B

PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

stormwater runoff in the most cost-effective manner.” [Source: U.S. Environmental Protection Agency (EPA)]

4)

5) Municipal Separate Storm Sewer System (MS4). An MS4 is a conveyance or system of conveyances that is:

- owned by a state, city, town, village, or other public entity that discharges to waters of the U.S.,
- designed or used to collect or convey stormwater (e.g., storm drains, pipes, ditches),
- not a combined sewer, and
- not part of a sewage treatment plant, or publicly owned treatment works (POTW).
[Source: EPA].

The communities located in the urbanized area of Douglas and Sarpy counties, as defined by EPA, are defined as an MS4.

6)

Stormwater Management Plan (SWMP). EPA’s National Pollutant Discharge System (NPDES) requires small, medium, and large communities to obtain NPDES permits and develop stormwater management programs. The communities located within the Papillion Creek Watershed have developed a Stormwater Management Plan (SWMP) that describes stormwater control practices that will be implemented consistent with permit requirements to minimize the discharge of pollutants from the sewer system. MS4s are required to develop, implement, and enforce a stormwater management program. The SWMP focus is to describe how the MS4 will reduce the discharge of pollutants from its sewer system and addresses these program areas:

- Construction Site Runoff Control
- Illicit Discharge Detection and Elimination
- Pollution Prevention/Good Housekeeping
- Post-Construction Runoff Control
- Public Education and Outreach
- Public Involvement/Participation

7)

Water Quality Management Plan (WQMP). Plan based on EPA’s nine key elements (9 Elements) requirements to achieve improvements in water quality. A WQMP for the Papio-Missouri River Basin, which includes the Papillion Creek Watershed, was approved in June 2018 by EPA which lays out a strategy to systematically address water resource deficiencies in the basin and allows for 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 goals is to delist impaired waterbodies from the 303(d) list. [Source: 2018 Papio-Missouri River Basin Water Quality Management Plan].

Exhibit B PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #2: PEAK FLOW MANAGEMENT

ISSUE

Urbanization within the Papillion Creek Watershed has and will continue to increase runoff leading to more flooding problems and diminished water quality.

ROOT POLICY

Maintain or reduce stormwater peak discharge during development and after full build-out land use conditions from that which existed under baseline land use conditions.

SUB-POLICY

- 1) Regional stormwater detention facilities and other structural and non-structural BMPs shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan and shall be coordinated with other related master planning efforts for parks, streets, water, sewer, etc.
- 2) Maximum LID shall be required to reduce peak discharge rates on all new developments and significant redevelopments as identified in the Papillion Creek Watershed Management Plan.
- 3) All significant redevelopment shall maintain peak discharge rates during the 2, 10, and 100-year storm event under baseline land use conditions.

REFERENCE INFORMATION

DEFINITIONS

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Water Quality LID. A level of 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 the 2-year storm event to baseline land use condition, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 3) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 4) 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.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

- 5) Regional Stormwater Detention Facilities. Those facilities generally serving a drainage catchment area of 500 acres or more in size.
- 6) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries.
- 7) Full Build-Out Land Use Conditions. Fully platted developable land use conditions for the combined portions of the Papillion Creek Watershed that lie in Douglas and Sarpy Counties that are assumed to occur by the Year 2050, plus the projected 2050 land uses within the Watershed in Washington County; or as may be redefined through periodic updates to the respective County comprehensive plans.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

POLICY GROUP #3: STREAM CORRIDOR PRESERVATION

ISSUE: Natural areas are diminishing, and there is a need to be proactive and integrate efforts directed toward providing additional landscape and green space areas with enhanced stormwater management through restoration and conservation of stream corridors, wetlands, and other natural vegetation.

“ROOT” 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.

SUB-POLICIES:

- 1) Incorporate stormwater management strategies as a part of landscape preservation, restoration, and conservation efforts where technically feasible.
- 2) Define natural resources for the purpose of preservation, restoration, mitigation, and/or enhancement.
- 3) For new development or significant redevelopment, provide a streamsetback of 3:1 plus 50 feet along all streams as identified in the Papillion Creek Watershed Management Plan and a stream setback of 3:1 plus 20 feet for all other streams based upon a current channel survey (within 12 months of preliminary plat submission).
- 4) All landscape preservation features as required in this policy or other policies, including all stormwater and LID strategies, streamsetbacks, existing or mitigated wetlands, etc., identified in new or significant redevelopment shall be placed into an outlot or within public right of way or otherwise approved easement.
- 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.
- 6) The Papillion Creek Watershed Partnership is working to update this policy to limit future damages from stream degradation. Policy updates may be completed prior to the expiration of the 2025-2029 interlocal agreement.

REFERENCE INFORMATION

DEFINITIONS

- 1) 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 of Nebraska Statutes. May also be referred to as creek or watercourse.]*
- 2) StreamSetback. See Figure 1 below and related definitions in Policy Group #5. A setback area 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 the 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

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

area and the setback area must be protected with adequate erosion controls or other Best Management Practices, (BMPs). The outer 30 feet adjacent to the streamsetback limits may be credited toward meeting the landscaping buffer and pervious coverage requirements.

- 3) A property can be exempt from the streamsetback 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, applicable rights-of-way must be provided and a minimum 20-foot corridor adjacent thereto.

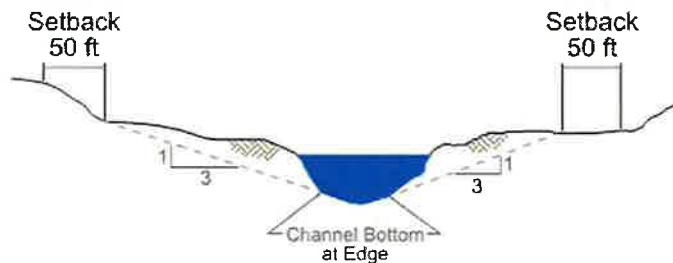


Figure 1 –Stream Setback Schematic

POLICY GROUP #4: EROSION AND SEDIMENT CONTROL

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

AND OTHER BMPs

ISSUE: Sound erosion and sediment control design and enforcement practices are needed in order to protect valuable land resources, stream and other drainage corridors, and surface water impoundments and for the parallel purpose of meeting applicable Nebraska Department of Environmental Quality regulatory requirements for construction activities that disturb greater than one acre.

“ROOT” 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.

SUB-POLICIES:

- 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.
- 3) Sediment storage shall be incorporated with all regional detention facilities where technically feasible.

REFERENCE INFORMATION

DEFINITIONS

- 1) Erosion Control. Land and stormwater management practices that minimize soil loss caused by surface water movement.
- 2) 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.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

POLICY GROUP #5: FLOODPLAIN MANAGEMENT

ISSUE: Continued and anticipated development within the Papillion Creek Watershed mandates that holistic floodplain management be implemented and maintained in order to protect its citizens, property, and natural resources.

“ROOT” POLICY: Participate in the FEMA National Flood Insurance Program, update FEMA floodplain mapping throughout the Papillion Creek Watershed, and enforce floodplain regulations to full build-out, base flood elevations.

SUB-POLICIES:

- 1) Floodplain management coordination among all jurisdictions within the Papillion Creek Watershed and the Papio-Missouri River Natural Resources District (P-MRNRD) is required.
- 2) Flood Insurance Studies and Flood Insurance Rate Maps throughout the Papillion Creek Watershed shall be updated as new data and methodologies become available. Any further updates will use current and full-build out conditions hydrology.
- 3) Encroachments for new developments or significant redevelopments within floodway fringes shall not cause any increase greater than one (1.00) foot in the height of the full build-out base flood elevation using best available data.
- 4) Filling of the floodway fringe associated with new development within the Papillion Creek System 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.
- 5) The low chord elevation for bridges crossing all watercourses within FEMA designated floodplains shall be a minimum of one (1) foot above the base flood elevation for full-build out conditions hydrology using best available data.
- 6)

REFERENCE INFORMATION

DEFINITIONS (See Figure 1 below and related definitions in Policy Group #3: Landscape Preservation, Restoration, and Conservation).

- 1) Base Flood. The flood having a one percent chance of being equaled or exceeded in magnitude in any given year (commonly called a 100-year flood). *[Adapted from Chapter 31 of Nebraska Statutes]*
- 2) Floodway. The channel of a watercourse and the adjacent land areas that are necessary to be reserved in order to discharge the base flood without cumulatively

Exhibit B PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

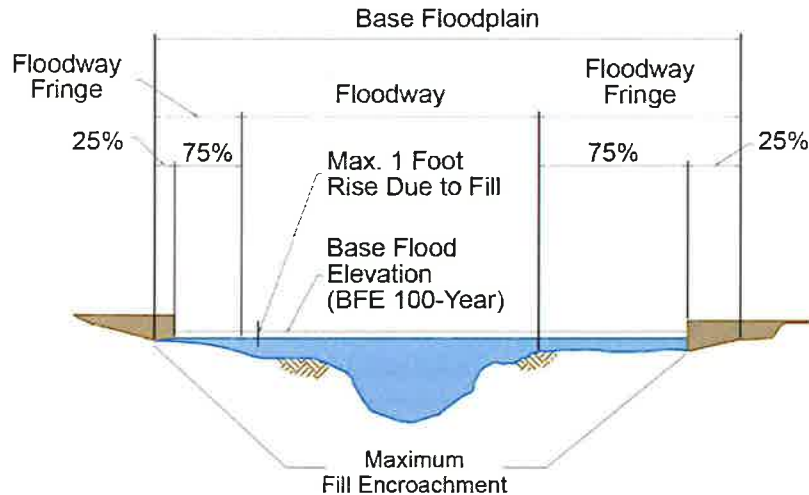


Figure 1 – Floodway Fringe Encroachment Schematic

increasing the water surface elevation more than one foot. *[Adapted from Chapter 31 of Nebraska Statutes]*. The Federal Emergency Management Agency (FEMA) provides further clarification that a floodway is the central portion of a riverine floodplain needed to carry the deeper, faster moving water.

- 3) Floodway Fringe. That portion of the floodplain of the base flood, which is outside of the floodway. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 4) Floodplain. The area adjoining a watercourse, which has been or may be covered by flood waters. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 5) Watercourse. 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 of Nebraska Statutes]*
- 6) Low Chord Elevation. The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
- 7) Flood Insurance Studies and Flood Insurance Rate Maps. FEMA and the P-MRNRD as a Cooperating Technical Partner update Flood Insurance Studies and Flood Insurance Rate Maps as new data, methodologies, or funding is available. FEMA and P-MRNRD work together to determine if updates are necessary. As part of any new study, FEMA will produce both the Flood Insurance Study and Flood Insurance Rate Maps, as well as Flood Risk Products. These products may include a Flood Risk Map, a Flood Risk Report, and a Flood Risk Database, Changes Since Last FIRM, Areas of Mitigation Interest, Flood Depth and Analysis Grids, and Flood Risk Assessment Data. In addition to these standard datasets, the Flood Risk Database may contain custom datasets based on available information.
- 8) 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.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

POLICY GROUP #6: STORMWATER MANAGEMENT FINANCING

ISSUE: Regulatory requirements for stormwater management and implementation of Stormwater Management Policies intended to accommodate new development and significant redevelopment will impose large financial demands for capital and operation and maintenance beyond existing funding resources.

“ROOT” 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 Papillion Creek Watershed Management Plan.

SUB-POLICIES:

- 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 distribute the capital cost of implementing the Papillion Creek Watershed Management Plan among new development or significant redevelopment. Such Watershed Management Fee shall only apply to new development or significant redevelopment within the Papillion Creek 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 Papillion Creek Watershed Management Plan, including Maximum LID costs such as on site detention, regional detention basins, and water quality basins.
 - b. Multiple fee classifications shall be established which fairly and equitably distribute the cost of these projects among all undeveloped areas within the Papillion Creek Watershed.
 - c. Watershed Management Fees (private) are intended to account for approximately one-third (1/3) of required capital funds and 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 P-MRNRD construction account via inter-local agreements.
 - e. The P-MRNRD (public) costs are intended to account for approximately two-thirds (2/3) of required capital funds, including the cost of obtaining necessary land rights, except as further provided below; and the P-MRNRD shall be responsible for constructing regional detention structures and water quality basins using pooled accumulated funds.
 - f. The P-MRNRD will seek an extension of its general obligation bonding authority from the Nebraska Legislature to provide necessary construction scheduling flexibility.
 - g. Financing for Papillion Creek Watershed Management Plan projects may require public-private partnership agreements between the P-MRNRD and developers/S&IDs on a case-by-case basis.

Exhibit B

PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

- h. On approximately five (5)-year intervals, the Papillion Creek Watershed Management Plan and Watershed Management Fee framework, rates, and construction priority schedule shall be reviewed with respect to availability of needed funds and rate of development within the Papillion Creek Watershed by the parties involved (local zoning jurisdictions, P-MRNRD, and the development community). Subsequent changes thereto shall be formally approved by the respective local zoning jurisdictions and the P-MRNRD.

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.

REFERENCE INFORMATION

DEFINITIONS

- 1) Stormwater Management Policies. Initial stormwater management policies were approved in 2009. The policies were developed by the Technical Workgroup and Policy Workgroup that were commissioned by the Papillion Creek Watershed Partnership (PCWP) subsequent to the “Green, Clean, and Safe” initiatives developed through the “Watershed by Design” public forums conducted in 2004 and 2005 and subsequently revised by the PCWP in 2009, 2014 and 2019. The following policy groups contain “root” policies and sub-policies for stormwater management that have been developed in addition to the Stormwater Management Financing Policy Group herein:
 - Policy Group #1 – Water Quality Improvement
 - Policy Group #2 – Peak Flow Management
 - Policy Group #3 – Stream Corridor Preservation
 - Policy Group #4 – Erosion and Sediment Control and Other BMPs
 - Policy Group #5 – Floodplain Management
- 2) Stormwater Management Plan (SWMP). A SWMP is a required part of the NPDES MS4 Stormwater Permits issued to the Papillion Creek Watershed Partnership (PCWP) members. Development of Stormwater Management Policies is an integral part of the SWMP, and such policies are to be adopted by respective PCWP partners.
- 3) 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.
- 4) Policy Implementation. The implementation of the policies will be through the development of ordinances and regulations, in years 3 through 5 of the NPDES permit cycle; that is, by the year 2019. Ordinances and regulations are intended to be consistent for, and adopted by, the respective PCWP members. Such ordinances and regulations shall need to be consistent with the Comprehensive Development Plans of the respective PCWP members.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

- 5) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 6) Water Quality LID. A level of 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 the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 7) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 8) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries. That which existed in 2007 for all areas not within the Papillion Creek Watershed.

Exhibit C

Stormwater Management Elements Shared by the Papillion Creek Watershed Partnership

A. Public Education and Outreach		Lead Partnership Member(s)
Develop Education and Outreach Plan		City of Omaha, PMRNRD
Maintain and Update Outreach Materials		City of Omaha
B. Public Participation and Involvement		Lead Partnership Member(s)
Create Opportunities for Citizen Participation		City of Omaha, PMRNRD
C. Illicit Discharge Detection and Elimination		Lead Partnership Member(s)
Track IDDE complaints		City of Omaha
D. Construction Site Runoff		Lead Partnership Member(s)
Perform Construction Site Inspections		City of Omaha
Maintain Construction Site Reporting Website		City of Omaha
Conduct Workshops on Construction Site Runoff		City of Omaha
E. Post Construction Runoff Control		Lead Partnership Member(s)
Update Omaha Regional Stormwater Design Manual as standards are updated		City of Omaha
Maintain PCSMP Application Reporting, and Project Database Website		City of Omaha
F. Pollution Prevention and Good Housekeeping		Lead Partnership Member(s)
Education and Training		City of Omaha

EXHIBIT D
FY 2025 Partner Contributions

Bellevue	9.1%	\$33,700
Boys Town	0.2%	\$600
Gretna	3.6%	\$13,200
LaVista	2.6%	\$9,500
Omaha	51.8%	\$191,000
Papillion	6.0%	\$22,000
Ralston	0.5%	\$2,000
Sarpy County	2.0%	\$7,000
Papio-Missouri River NRD	24.2%	\$90,000
	100.0%	\$369,000

P-MRNRD Contribution Shall be \$90,000

Percentage of Zoning Jurisdictions Contributions Calculated as:

$$Contribution\% = \left(0.5 \frac{Population_{jurisdiction}}{Population_{Total}} + 0.5 \frac{Area_{jurisdiction}}{Area_{Total}} \right) \times 0.757$$

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 residing in Papillion Creek Watershed.

Area - Jurisdiction Area of each jurisdiction, including ETJ, within the Papillion Creek Watershed.

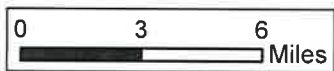
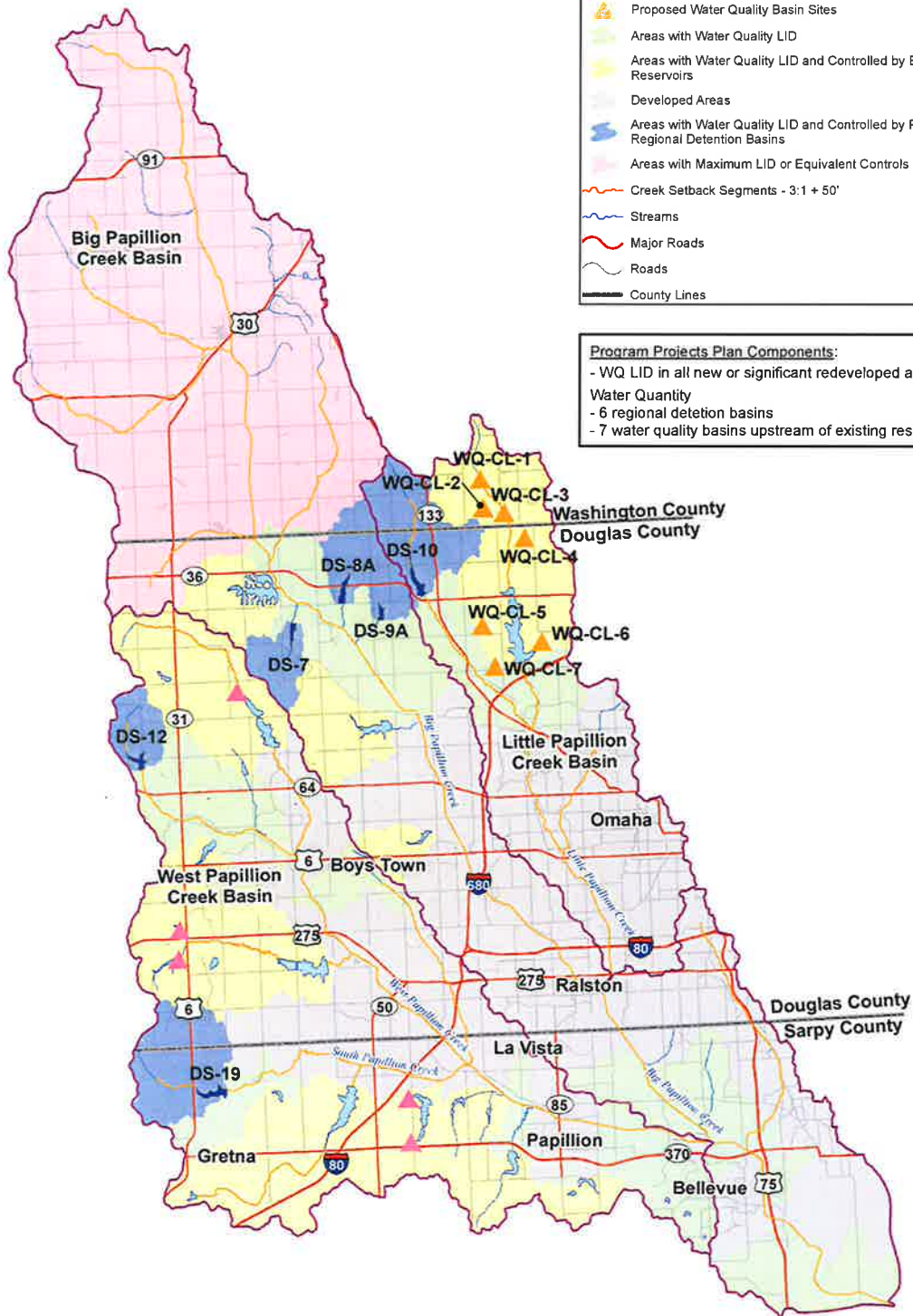
Area - Total Total land area of all Partner's jurisdiction within the Papillion Creek Watershed.

Legend

-  Papillion Creek Watershed
-  Proposed Dam Sites
-  Existing Reservoir Sites
-  Existing Water Quality Basin Sites
-  Proposed Water Quality Basin Sites
-  Areas with Water Quality LID
-  Areas with Water Quality LID and Controlled by Existing Reservoirs
-  Developed Areas
-  Areas with Water Quality LID and Controlled by Proposed Regional Detention Basins
-  Areas with Maximum LID or Equivalent Controls
-  Creek Setback Segments - 3:1 + 50'
-  Streams
-  Major Roads
-  Roads
-  County Lines

Program Projects Plan Components:

- WQ LID in all new or significant redeveloped areas
- Water Quantity
- 6 regional detention basins
- 7 water quality basins upstream of existing reservoirs














2024 Watershed Management Plan Update For Build-Out Conditions

Drawn by: RW	Checked by: SM	Project No : 0174-0003	Date: 3/4/2024	Sheet: 1 of 1
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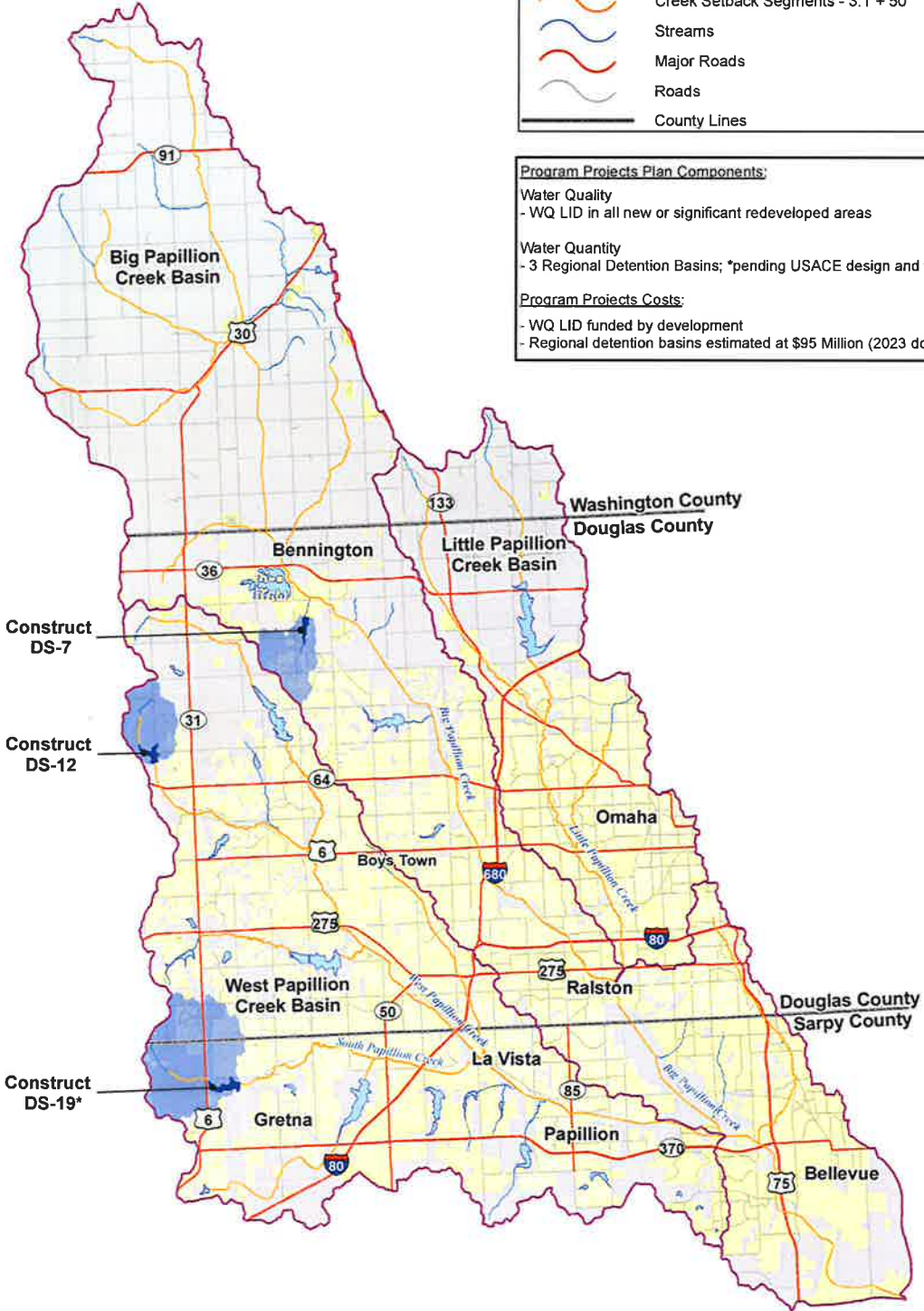


Legend

-  Proposed Dam Sites
-  Existing Reservoir Sites
-  Areas Controlled by Proposed Regional Detention Basins
-  Developed/Proposed Redevelopment Areas
-  Undeveloped Land
-  Papillion Creek Watershed Boundary
-  Creek Setback Segments - 3:1 + 50'
-  Streams
-  Major Roads
-  Roads
-  County Lines

Program Projects Plan Components:

- Water Quality
 - WQ LID in all new or significant redeveloped areas
 - Water Quantity
 - 3 Regional Detention Basins; *pending USACE design and funding
- Program Projects Costs:**
- WQ LID funded by development
 - Regional detention basins estimated at \$95 Million (2023 dollars)



2024 Watershed Management Plan Implementation Plan

Drawn by: RW	Checked by: SM	Project No : 0174-0003	Date: 3/4/2024	Sheet: 1 of 1
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 **HOUSTON**
engineering, inc.

Exhibit G
Watershed Fee Schedule

Fee Category	FY2025 July 1, 2024- June 30, 2025	FY2026 July 1, 2025- June 30, 2026	FY2027 July 1, 2026- June 30, 2027	FY2028 July 1, 2027- June 30, 2028	FY2029 July 1, 2028- June 30, 2029
Single Family Residential (also includes low density multi-family up to 4-plexes) per dwelling unit	\$1,058	\$1,090	\$1,122	\$1,156	\$1,191
High Density Multi-Family Residential (beyond 4-plexes) per gross acre	\$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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
5/21/2024

COUNCIL MEETING DATE: May 21, 2024		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240116 - 2024 CDBG Sidewalk Improvements

SYNOPSIS/BACKGROUND:

Alfred Benesch & Company will provide professional consulting service for construction administration, observation, testing and support services for the 2024 CDBG Sidewalk Improvements project.

FISCAL IMPACT: \$36,194.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Alfred Benesch & Co. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW 240116 - 2024 CDBG Sidewalk Improvements

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 240116 - 2024 CDBG Sidewalk Improvements

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: CDGB-192301 ACCOUNT NUMBER: 60/00/1903/192301/450/60HUD

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred - Benesch in the amount of \$36,194.00.

ATTACHMENTS:

- Agreement
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Alfred Benesch & Co.
[Signature]
[Signature]



CONSULTING SERVICES AGREEMENT

Table with 2 columns: Client Information and Project Information. Rows include Client Name (City of Bellevue), Address (1510 Wall St, Bellevue, NE), Telephone (402-293-3028), Project Name (BPW 240116 2024 CDBG Sidewalk Improvements), Project Location (Bellevue, NE), Client Contact (Matt Knight, PE), Consultant PM (Mike Higgins, PE), Client Job No. (240116), and Consultant Job No. (00120875.00).

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate (checked)
Attachment B: Schedule of Unit Rates
Attachment C:
or
Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$
By Time and Materials: \$36,194.00 (checked)
By Other Payment Method (See Attachment): \$
As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT and ALFRED BENESCH & COMPANY signature lines. Includes fields for BY, AUTHORIZED REPRESENTATIVE, PRINT NAME, TITLE, DATE, BENESCH OFFICE, and ADDRESS.

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.



We Influence The World!

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED CONSTRUCTION PROJECT

SUPPLEMENTAL BID CONDITIONS

This project is being financially supported by federal funds awarded to the City of Bellevue by the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG). As a result of using federal funds on this project there are a number of regulations that must be adhered to in order to receive prompt payment for work done under the program.

These Supplemental Conditions amend or supplement the General Conditions of the Agreement and other provisions of the Contract Documents as indicated below. All General Conditions provisions not so amended or supplemented shall remain in full force and effect.

1. Records Access and Maintenance.

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the U.S. Department of Housing and Urban Development, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

The Contractor agrees to maintain such records and follow such procedures as may be required under HUD Community Planning and Development (CPD) subpart J, 570.502 (paragraph a. 16) and 24 CFR 85.42 (paragraph (b) and (c)) and any such procedures that the department may prescribe. In general, such records will include information pertaining to the contract, obligations, and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Contractor or grantee for a period of three years after the final audit of the grantee's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the grantee shall request a longer period for record retention.

2. Disputes, Default, and Termination

a. Disputes. In the event of dispute arising under this Contract, the Contractor shall notify the Town/County promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the Town/County; such compliance shall not be a waiver of

the Contractor's rights to make a claim, provided they have notified the Town/County in writing as above stipulated.

b. Default and Remedies.

- i. Default shall consist of any failure by the Contractor to perform under this contract or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this contract. Actions which constitute a default include, but are not limited to:
 1. Failure to submit to the Town/County reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
 2. Submission of requests for payment or reimbursement of amounts that are incorrect or incomplete.
 3. The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the Town/County, the state or any federal agency.
 4. Failure to perform any activity required by this contract.
- ii. Upon occurrence of any default, the Town/County shall advise the Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The Town/County may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the Town/County may continue the suspension or, by written notice of termination, may terminate the contract.
- iii. Notwithstanding the above, the Contractor shall not be relieved of liability to the Town/County for damage sustained by the Town/County by virtue of any default or breach of the contract; and the Town/County may deduct the amount of damages from any outstanding payments to the Contractor or may withhold payments until such time as the exact amount of the damages is determined.

c. Termination.

- i. If federal funding for this project is terminated and no other funding is available for continuation of this project, the City/County will not be obligated to continue funding for the services contained in this contract and may terminate the contract.
- ii. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG/HOME funds by the Contractor under this contract shall, at the option of the Town/County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

3. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

4. Hold Harmless.

- a. The Contractor shall indemnify and hold harmless the City, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers and employees, from and against any and all claims, demands, suits, actions or proceedings of any kind of nature, including, but not by way of limitation, Worker's Compensation claims, resulting from or arising out of the negligent acts of the consultant, its employees and/or subcontractors.

- b. The Contractor shall indemnify and hold harmless the City, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers and employees, from and against any and all claims, demands, suits, actions or proceedings therefore, resulting from or arising out of the intentional misconduct or malicious acts of the Contractors, its employees and/or subcontractors.
- c. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its officers, directors, agents and employees, the City shall reimburse the Contractor for the portion of the judgement attributable to such act, omission, or other fault of the City, its officers, directors, agents and employees.

5. **Copyrights - 24 CFR 85.36(i)(9)**

No reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this contract will be the subject of any application for copyright by, or on behalf of the contractor.

6. **Energy Efficiency - 24 CFR 85.36(i)(13)**

Deleted – no applicable to the scope of services being provided by Benesch.

7. **Bonding and Insurance Requirements – 24 CFR 85.36(h)**

Deleted – professional liability insurance is being provided for services performed by Benesch.

8. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; 40 CFR Part 15**

Deleted – no applicable to the scope of services being provided by Benesch.

9. **Procurement of Recovered Materials**

Deleted – no applicable to the scope of services being provided by Benesch.

10. **Special Equal Opportunity Provisions**

a. **Equal Opportunity Employment**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity or national origin. Contractor will take affirmative action to insure that applicants are employed, without regard to race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.”

Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin.

Contractor will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

Contractor will assist and cooperate actively with the City CDBG and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the Secretary in the discharge of the Secretary's primary responsibility for securing compliance.

Contractor will refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a Contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

- b. **Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.496.**
"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."
- c. **Executive Order 11063, as amended.**
"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government."
- d. **Section 109 of the Housing and Community Development Act of 1974.**
"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."
- e. **Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9**
 - i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - ii. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - iii. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through

the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

- f. **Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

11. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – EO 11625; 12138; 24 CFR Part 85.36(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms.

As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members, or in the case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members. For the purpose of this definition, minority groups are members of Blacks, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders. As used in this contract, the term "women business enterprise" means a business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day- to-day management.

Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

12. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- a. An employee, agent, consultant, officer or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the City;
- b. Any member of his/her immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

13. Certification and Disclosure regarding Payments to Influence Certain Federal Transactions (Application to contracts exceeding \$100,000)

The definitions and prohibitions contained in the Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352, are hereby incorporated by reference in paragraph (b) of this certification.

- a. The contractor hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
 - i. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
 - ii. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the contractor shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and
 - iii. He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- b. Submission of this certification and disclosure is a prerequisite for making or entering into contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

14. Debarment, Suspension and Other Responsibility Matters. The Contractor certifies that:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the U.S. Department of Housing and Urban Development (HUD) or by any other federal department or agency; and
- b. acknowledges that this certification is provided pursuant to Executive Orders 12549 and 12689 that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation

- that would render this certification erroneous, including termination of this Agreement and other remedies available to the City of Bellevue, the U.S. Department of Housing and Urban Development (HUD) or by any other federal department or agency; and
- c. further acknowledge that this certificate is to be furnished to the City of Bellevue in connection with participation in a project funded with federal Community Development Block Grant (CDBG) Program funds, and is subject to applicable state and federal laws, both criminal and civil.

Contractor's Signature

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

Jeffery A Sockel

5/11/2024

Signature and Date

Jeffery A. Sockel, PE

Sr Vice President

Typed or Printed Name

Title

Alfred Benesch & Company

Company Name

XXERJSPL9T87

Unique Entity Identifier #

16910 Marcy St #102, Omaha, NE 68118

Address

**CONSULTANT SCOPE OF SERVICES
CONSTRUCTION ENGINEERING SERVICES
CITY OF BELLEVUE
BPW-240116 - 2024 CDBG SIDEWALK IMPROVEMENTS**

OVERVIEW

Alfred Benesch & Company (Benesch) proposes to provide the professional services related to the project management, construction observation, and material testing for sidewalk construction, ADA ramp construction, and other related improvements on South 39th Avenue, Greene Avenue, and Suburban Drive in the City of Bellevue (City) identified in the contract documents of BPW 240116 – 2024 CDBG Sidewalk Improvements. Benesch agrees to provide the services detailed below through the identified completion date, or beyond, if mutually agreeable by both parties provided the requested services can be performed within the Not-to-Exceed fee limits.

The professional services provided by Benesch shall be described under the following major categories:

1. Project Management & Meetings
2. Construction Observation
3. Materials Sampling & Testing
4. Project Closeout
5. Engineering Consultation & Support

The following describes the scope of work related to each of these categories. Services may be added or deleted upon request. Changes to the total contract amount will be addressed as indicated above.

For the purposes of this agreement, the parties understand that construction observation and construction inspection shall be used interchangeably and Benesch is not responsible for the Contractor’s means and methods of construction, acceptance or rejection of the work, or the authority to approve or deny contracts, change orders, extra work, modifications to the requirements of the Contract Documents, etc. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, Benesch shall keep the City informed about the progress and quality of the work and shall advise the City about observed or measured deficiencies or deviations in the work.

UNDERSTANDING & ASSUMPTIONS

The following identifies assumptions associated with this scope of services and corresponding fee estimate:

- The City shall provide or identify publicly available Contract Documents governing construction.
- The City shall provide any documentation templates or electronic system(s) access required for the project.
- The City will manage all CDBG requirements directly with the contractor except for on-site wage rate interviews with the Contractor's employees (Benesch will complete interviews on site).
- Construction is anticipated to begin on May 28th, 2024, or later.
- Construction is anticipated to be substantially complete by July 6th, 2024, with minor work and final completion expected to occur by July 13th, 2024.
- It is not anticipated that the contractor will be working full time the entire duration between the assumed start and completion dates; Benesch's anticipated level of effort is dependent on the contractor's schedule and is detailed below.
- Staffing requirements for the projects assigned will consist of one (1) project manager, one (1) construction observer, one (1) materials testing technician (as needed), and necessary coordination or administrative support personnel as well as regular consultation services.
- It is anticipated that the construction observer will be on site any time the contractor is performing critical elements of work requiring documentation of compliance and/or direct measurement for payment while work is being performed for the duration of the project. The lead construction observer is anticipated to be on site no more than four (4) weeks (average of 45 hours per week).
- The lead construction observer is anticipated to be on site for an additional week during punch list and site clean-up activities at the end of the project (anticipate 16 hours).
- It is anticipated that the project manager will conduct periodic site visits, provide quality control, and coordinate with the City during the project. The project manager is anticipated to work part time for no more than six (6) weeks during project preparation, construction, and closeout (average of 10 hours per week).
- It is assumed that no SWPPP inspections will be required for the project.
- It is assumed that no regular progress meetings will be conducted.

PROJECT MANAGEMENT & MEETINGS

Benesch shall provide project management services to the City of Bellevue in the following areas:

- Coordinate activities between the City of Bellevue and the Contractor.
- Assist in project planning and oversight of construction activities.
- Communicate project updates on a regular basis to the City.
- Review and submit partial pay estimates to the City's Designated Representative(s) for processing and payment.
- Scheduling personnel and testing activities to comply with the requirements of the City of Bellevue Public Works Department.
- Facilitate the pre-construction meeting and distribute meeting minutes.
- Assist the City with project scheduling and other administrative items upon request.

Administrative assistance shall include, but not be limited to, supporting the City in program budget monitoring, construction contract interpretation, conflict resolution, utility and other public agency coordination, project stakeholder engagement, and interacting with the public to address questions, concerns, or special requests.

CONSTRUCTION OBSERVATION

Benesch shall provide construction observation services to the City of Bellevue using a member of our technical staff. Benesch construction observers will perform the following tasks:

- Observe and document the site conditions and the Contractor's work.
- Review work for compliance with contract documents and report any observed deficiencies to the City in a timely manner.
- Mark out removal limits for review and approval by the City.
- Measure and record quantities of work performed by the contractor.
- Observe and record potential (when identified) or actual change order and/or force account work.
- Document and address questions and concerns from stakeholder in or near the project site.
- Complete materials testing on site when project work and staffing allows.
- Complete wage interviews with Contractor's staff to confirm compliance with Davis Bacon Requirements listed in the contract documents.
- Create a punch list, distribute to the Contractor, and confirm items are addressed.

MATERIALS SAMPLING & TESTING

Benesch shall provide materials testing services consistent with the current version of the City of Omaha's Materials and Testing Manual for Public Works Construction and any project specific requirements using our nationally accredited and/or NDOT-certified materials testing laboratories. As determined to be appropriate, Benesch will utilize on site inspectors to perform field testing. Any testing that is not performed by inspectors will be performed by lab personnel. These services will include the following as deemed necessary by the Benesch Project Manager or the City:

- Periodic sampling and testing of Portland cement concrete used in construction of curb and gutter, curb ramps, pavement repair, and sidewalk repair for air content, slump, temperature, and compressive strength (assume no more than three (3) tests performed by inspectors and three (3) tests performed by lab personnel).

PROJECT CLOSEOUT

Benesch will provide the following services for closeout at the completion of the project:

- Create and issue a final punch list to the contractor.
- Verify all work is complete according to the contract documents.
- Provide as-builts of work completed to the City in PDF format.
- Complete a final project walk through with the City, Contractor, and any others as determined by the City.
- Submit a final closeout package to the City including field diaries, quantity calculations, pertinent project correspondence, field photos, and material test reports.

ENGINEERING CONSULTATION & SUPPORT

Benesch shall provide technical support to assess site conditions, work performed, and provide technical advice or guidance to complete the work outlined in the Contract Documents on an as-needed or as-requested basis subject to budget availability. Support anticipated as part of this task include, but are not limited to, consultation from a Professional Engineer or similar qualified individual regarding construction engineering best practices, contractor means & methods, soils/geotechnical issues, or other relevant issues.

COMPENSATION

Included are the estimated number of hours, personnel, and testing services, and the associated fees Benesch anticipates for the proposed work assigned to Benesch under this agreement. Variation of these estimates is expected due to factors beyond Benesch's control such as contractor operations, field changes, requested support services, or other situations

that may occur. Benesch’s overall scope of services shall be limited to those that can be performed within the approved Contract Not-to-Exceed fee.

Compensation for professional services related to project management, construction observation, consultation & other support services, and project closeout shall be on an hourly rate basis using established hourly billing rates determined by the classification of the personnel, as defined by Benesch, consistent with Benesch’s current Construction Services Fee Schedule, updated annually. A list of staff including their corresponding classification will be provided for review and approval prior to the start of work upon request.

Compensation for laboratory and field testing of asphalt, concrete, and soil materials shall be based upon the current Construction Services Fee Schedule, updated annually, and supplemented by Benesch (Omaha Division) standard rate schedule for required/requested tests not covered under the City's standard testing rate schedule. Compensation for on-site plant monitoring shall be based upon the employee classification and corresponding hourly billing rate.

Vehicle mileage (including rental vehicles) shall be reimbursed at a rate of \$0.75/mile. Administrative (copying, printing, postage, etc.), observation (paint, lathe, rental equipment, etc.), software access fees, and other direct expenses shall be reimbursed at actual cost unless specific reimbursement rates are indicated in the included fee estimate.

Professional Services for BPW-240116 - 2024 CDBG Sidewalk Improvements

Construction Engineering, Inspection, and Materials Testing
City of Bellevue Public Works Department

Fee Estimate

<u>Personnel Classification</u>	<u>Rate \$/Hour</u>	<u>Est. Hours</u>	<u>Estimated Cost</u>
E1 - Professional Engineer (Consultant or Principal)	\$ 240.00	1	\$240.00
E1a - Professional Engineer/Project Manager	\$ 210.00	12	\$2,520.00
E2 - Professional Engineer (Staff)	\$ 183.00	0	\$0.00
E2a - Project Scientist II, Project Engineer II	\$ 163.00	0	\$0.00
E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	\$ 147.00	58	\$8,526.00
E3a - Project Coordinator II, Construction Representative III	\$ 133.00	0	\$0.00
E3b - Project Coordinator I, Construction Representative II	\$ 120.00	0	\$0.00
E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	\$ 108.00	198	\$21,384.00
E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	\$ 96.00	0	\$0.00
E6 - Engg Tech I, Project Inspector I, Env Tech I	\$ 86.00	0	\$0.00
E8 - Project Assistant II	\$ 77.00	0	\$0.00
E9 - Field/Lab Tech I, Intern	\$ 77.00	0	\$0.00
Subtotal Direct Labor Costs			\$32,670.00
Direct Nonsalary Costs			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$200.00
Vehicle Mileage @ \$0.75/mi			\$750.00
Construction Materials Testing Trip Charge @ \$116/Trip			\$1,062.00
Sewer Camera @ \$200/day			\$0.00
Concrete Unit Rate Testing			\$1,512.00
Misc Unit Rate Testing			\$0.00
Misc Chargeable Expenses			\$0.00
Subtotal Direct Expense Costs			\$3,524.00
Total Estimated Not to Exceed Fee			\$36,194.00

Professional Services for BPW-240116 - 2024 CDBG Sidewalk Improvements

Construction Engineering, Inspection, and Materials Testing
 City of Bellevue Public Works Department

Project Summary

Task	Personnel Services											Reimbursables							Estimated Fee				
	E1 - Professional Engineer (Consultant or Principal)	E1a - Professional Engineer/Project Manager	E2 - Professional Engineer (Staff)	E2a - Project Scientist II, Project Engineer II	E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	E3a - Project Coordinator II, Construction Representative III	E3b - Project Coordinator I, Construction Representative II	E4 - Sr. Tech, Sr. Project Inspector, Sr. Env Tech	E5 - Engg Tech II, Project Inspector II, Env Tech III, Party Chief	E6 - Engg Tech I, Project Inspector I, Env Tech I	E8 - Project Assistant II	E9 - Field/Lab Tech I, Intern	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ \$0.75/mi	Construction Materials Testing Trip Charge @ \$116/Trip	Sewer Camera @ \$200/day		Concrete Unit Rate Testing	Misc Unit Rate Testing	Misc Chargeable Expenses	Subtotal
Task 1 Project Management & Meetings	0	8	0	0	20	0	0	0	0	0	0	28	\$ 4,620.00	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75	\$ 4,695.00
Task 2 Construction Observation	0	0	0	0	30	0	0	180	0	0	0	210	\$ 23,850.00	\$ 200	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ 24,650.00
Task 3 Materials Sampling & Testing	0	0	0	0	0	0	0	2	0	0	0	2	\$ 216.00	\$ -	\$ -	\$ 1,062	\$ -	\$ 1,512	\$ -	\$ -	\$ -	\$ 2,574	\$ 2,790.00
Task 4 Project Closeout	0	0	0	0	8	0	0	16	0	0	0	24	\$ 2,904.00	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75	\$ 2,979.00
Task 5 Engineering Support Services	1	4	0	0	0	0	0	0	0	0	0	5	\$ 1,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,080.00
Subtotal	1	12	0	0	58	0	0	198	0	0	0	269		\$ 200	\$ 750	\$ 1,062	\$ -	\$ 1,512	\$ -	\$ -	\$ -		
Project Subtotal														\$ 32,670.00						\$ 3,524	\$ 36,194.00		

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
5/21/2024

COUNCIL MEETING DATE: May 21, 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:

CDBG Sidewalk Improvements award of contract

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the sidewalk improvements in the Southern Hills neighborhood along 39th Ave West Chandler Rd to Greene Ave. After review of the bids received, the low, responsive, responsible bidder, Burrell Enterprises, LLC has been recommended for the project. CDBG grant funds are available for reimbursement for this project. -BPW#240116.

FISCAL IMPACT: \$158,576.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CDBG Sidewalk Improvements

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CDBG Sidewalk Improvements

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Burrell Enterprises, LLC. in the amount of \$144,160.00, plus a 10% contingency of \$14,416.00 for a total project cost of \$158,576.00 for the CDBG Sidewalk Improvements.

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:

Simon P. [Signature]
[Signature]
[Signature]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 21st day of May 2024 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Burrell Enterprises, LLC ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the 2024 CDBG Sidewalk Improvements ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

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

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

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

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

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One hundred forty-four thousand one hundred sixty dollars 00/100 Dollars (\$ 144,160.00) ("Contract Sum").

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

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

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

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

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

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

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

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

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

14. Miscellaneous.

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

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

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

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

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

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

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

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

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

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

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

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

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

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

If to City:

City of Bellevue
Public Works Director
Attn: Dave Goedeken
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Aimee Bataillon
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Burrell Enterprises, LLC
1433 O Street
Omaha, NE 68107
Fax No.: 402-651-3486

With a copy to:

Fax No.: _____

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

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize “facsimile” transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City’s Project representative shall be the Public Works Director, or his designee.

- o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.
- p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.
- q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.
- r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.
- s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.
- t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.
- u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

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

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

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

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

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

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

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

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

EXHIBIT “A”

SPECIFICATIONS

The Work shall consist of furnishing of labor, materials, usage of contractor’s equipment, plant, and all else necessary to complete **“2024 CDBG SIDEWALK IMPROVEMENTS”**, as specified in this Contract and in the plans and specifications in the City’s request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2020 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

BIDDER: Burrell Enterprises LLC

Project: City of Bellevue
2024 CDBG SIDEWALK IMPROVEMENTS

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 "2024 CDBG SIDEWALK IMPROVEMENTS" 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)_thereto. 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 within (**see Construction Schedule**) 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:

 owner

Signature of Bidder - Title

Nathan Burrell

Typed or Printed Name

Burrell Enterprises LLC

Name of Company

1433 O St.

Business Address

Omaha, NE 68107

781460063

DUNS #

City of Bellevue Contractor's License #/or
approved equivalent

402-612-2576

Phone Number

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
5/21/2024

COUNCIL MEETING DATE: May 21, 2024		SUBMITTED BY: Dave 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:

Closing of Project: 2023 Overlay Projects (BPW#230104)

SYNOPSIS/BACKGROUND:

On May 16, 2023 The Honorable Mayor and City Council approved the 2023 Overlay Projects with an original estimated cost of \$1,649,241.38. The final cost of the project is \$2,002,818.15 at closing, which is an overrun of \$353,688.02.

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="OMNI Engineering"/>	INTERLOCAL AGREEMENT: <input type="text" value="N/A"/>
CONTRACT DESCRIPTION: <input type="text" value="BPW#230104 - Overlay Projects"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="5/16/2023"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="2023 Overlay Projects"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text" value="YES"/>		
CIP PROJECT NAME: <input type="text" value="CIPST23(03)"/>	CIP PROJECT NAME: <input type="text" value="2023 Overlay Projects"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="10-15"/>	ACCOUNT NUMBER: <input type="text" value="7010"/>	

RECOMMENDATION:

Approve final payment application in the amount of \$201,063.01. Approve Final Change Order in the amount of \$353,688.02 to account for the contract overrun. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="Final progress estimate"/> | 2. <input type="text" value="Final Change Order"/> | 3. <input type="text" value="Certificate of Substantial Completion"/> |
| 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:



Project Description: 2023 City Overlay Projects	Period Ending: May 10, 2024
Owner: City of Bellevue 1500 Wall Street Bellevue NE 68005	Contractor: OMNI ENGINEERING P.O. BOX 3365 DES MOINES, IA 50316-3365
Date of Estimate: May 13, 2024	
Percent Completion: 120.49% Current Contract Amt: \$1,662,241.38 Estimated Completion:	

Item No.	Description	Unit	Unit Price (\$)	Contract	Quantities		Amount (\$)
					Actual	% To Date	
1.	PERFORM 1.5" COLD PLANING - ASPHALT	SY	\$3.65	7,862.00	11,118.00	141%	40,580.70
2.	PERFORM 2" COLD PLANING - ASPHALT	SY	\$4.25	10,839.00	13,120.70	121%	55,762.98
3.	PERFORM 2" COLD PLANING - CONCRETE	SY	\$4.00	1,807.00	6,091.17	337%	24,364.68
4.	PERFORM 2.5" COLD PLANING - CONCRETE	SY	\$4.45	24,802.00	24,690.00	100%	109,870.50
5.	REMOVE SIDEWALK	SF	\$3.05	5,620.00	10,599.76	189%	32,329.27
6.	CONSTRUCT ASPHALT SURFACE COURSE, TYPE SPR (PG 64-34)	TON	\$115.00	1,480.00	2,533.08	171%	291,304.20
7.	CONSTRUCT ASPHALT SURFACE COURSE, TYPE SPH (PG 64-34)	TON	\$120.00	4,245.00	3,986.00	94%	478,320.00
8.	CONSTRUCT ASPHALTIC CONCRETE FOR PAVEMENT REPAIR, TYPE SPR (PG64-34)	TON	\$155.00	250.00	146.79	59%	22,752.45
9.	CONSTRUCT CONCRETE BASE REPAIR, TYPE L65	SY	\$86.80	765.00	25.33	3%	2,198.64
10.	ADJUST UTILITY VALVE TO GRADE	EA	\$868.00	6.00	34.00	567%	29,512.00
11.	CONSTRUCT 4-INCH PCC SIDEWALK	SF	\$7.35	6,020.00	11,247.76	187%	82,671.04
12.	CONSTRUCT 6-INCH PCC SIDEWALK	SF	\$7.60	100.00	162.00	162%	1,231.20
13.	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	SF	\$10.30	100.00	219.25	219%	2,258.28
14.	CONSTRUCT CURB RAMP	SF	\$17.40	1,504.00	1,452.75	97%	25,277.85
15.	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY - FOR INFORMATION ONLY)	SF	\$0.00	352.00	504.00	143%	0.00
16.	CONSTRUCT SEGMENTAL RETAINING WALL	SF	\$54.30	114.00	3.00	3%	162.90
17.	ADJUST MANHOLE TO GRADE	EA	\$868.00	61.00	66.00	108%	57,288.00
18.	INSTALL SEEDING (SUBSIDIARY - FOR INFORMATION ONLY)	SY	\$0.00	1,475.00	0.00	0%	0.00
19.	INSTALL SEEDING (AUTHORIZED)	SY	\$4.00	125.00	0.00	0%	0.00
20.	INSTALL SODDING (SUBSIDIARY - FOR INFORMATION ONLY)	SY	\$0.00	120.00	0.00	0%	0.00
21.	INSTALL SODDING (AUTHORIZED)	SY	\$7.00	20.00	0.00	0%	0.00
22.	TEMPORARY PAINT MARKING - 4" WHITE	LF	\$0.43	15,304.00	8,891.00	58%	3,823.13
23.	TEMPORARY PAINT MARKING - 4" YELLOW	LF	\$0.43	2,799.00	2,325.00	83%	999.75
24.	PERMANENT PAINT MARKING, 5" WHITE	LF	\$0.28	15,304.00	0.00	0%	0.00
25.	PERMANENT PAINT MARKING, 5" YELLOW	LF	\$0.28	2,799.00	0.00	0%	0.00
26.	12" WHITE WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, GROOVED	LF	\$12.80	168.00	108.00	64%	1,382.40
27.	24" WHITE WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, GROOVED	LF	\$32.10	240.00	361.00	150%	11,588.10
28.	WHITE WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, GROOVED, TYPE "DIRECTIONAL ARROW"	EA	\$545.00	33.00	32.00	97%	17,440.00
29.	5" WHITE WET REFLECTIVE POLYUREA PAVEMENT MARKING, GROOVED	LF	\$2.75	15,304.00	8,891.00	58%	24,450.25
30.	5" YELLOW WET REFLECTIVE POLYUREA PAVEMENT MARKING, GROOVED	LF	\$2.75	2,799.00	2,572.00	92%	7,073.00
31.	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	\$26,733.00	1.00	1.00	100%	26,733.00
32.	REPAIR PAVEMENT (TYPE L65)	SY	\$86.80	613.00	2,545.26	415%	220,928.57
33.	REPAIR CURB AND GUTTER	LF	\$43.40	2,955.00	4,538.00	154%	196,949.20
34.	REPAIR DRIVEWAY	SY	\$56.40	133.00	197.38	148%	11,132.23
35.	ADJUST INLET TO GRADE	EA	\$868.00	31.00	46.00	148%	39,928.00
36.	RECONSTRUCT INLET	EA	\$5,644.00	2.00	0.00	0%	0.00
37.	REMOVE AND REPLACE PRECAST INLET TOP	EA	\$2,279.00	7.00	7.00	100%	15,953.00
38.	MOBILIZATION/DEMOBILIZATION	LS	\$69,492.00	1.00	1.00	100%	69,492.00
39.	TOWING	HR	\$293.00	3.00	0.00	0%	0.00
40.	CONSTRUCT ASPHALT WEDGE COURSE, TYPE SPH FINE (PG64-34)	TON	\$125.05	725.00	716.60	99%	89,610.83
41.	RAILROAD CROSSING SYMBOL PERMANENT MARKING, TYPE THERMOPLASTIC	EA	\$2,362.50	4.00	4.00	100%	9,450.00

I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of completed work under the terms of this contract in conformity with the plans and specifications and are true and correct.	Total Amount Completed Work to Date: \$2,002,818.15
_____ OMNI ENGINEERING Date	Less Amount Retained: \$0.00
I hereby represent that the work has progressed to the point indicated on this application for payment and that to the best of my knowledge the quality of work is in accordance with the Contract Documents based upon on-site observations of the work in progress.	Less Previous Payments to Contractor: \$1,801,755.14
_____ City of Bellevue Date	Total Amount Now Due Contractor: \$201,063.01 Breakdown of Materials Delivered:

WORK CHANGE DIRECTIVE

No. Final

DATE OF ISSUANCE 5/21/2024

EFFECTIVE DATE 5/21/2024

OWNER	<u>City of Bellevue</u>
CONTRACTOR	<u>OMNI Engineering</u>
Contract:	<u>May 16, 2023</u>
Project:	<u>2023 Overlay Projects</u>
OWNER'S Contract No. <u>N/A</u>	ENGINEER's Project No. <u>BPW-230104</u>

You are directed to proceed promptly with the following change(s):

Description: **Asphalt overlay and associated street repairs are to be completed in a manner consistent with the contract in quantities as directed by the engineer in the field.**

Purpose of Work Change Directive: **The purpose of this change order is to balance final quantity overruns and underruns for this contract. The additional amount listed below is necessary to balance the contract based on actual quantities as field measured. Repairs were performed as deemed necessary based on conditions observed in the field and marked by the engineer.**

Attachments: (List documents supporting change) n/a

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work _____

Estimated increase (~~decrease~~) in Contract Price: **\$353,688.02**
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days;
Ready for final payment: days.

ISSUED TO:
OMNI Engineering
CONTRACTOR

RECOMMENDED AND AUTHORIZED:
City of Bellevue
OWNER

By:

By:

Certificate of Substantial Completion

Project: 2023 Overlay Projects	Owner: City of Bellevue	Owner's Contract No.:
Contract:		Date of Contract: May 16, 2023
Contractor: OMNI Engineering		Engineer's Project No.: BPW-230104

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions:

May 10, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

None


Contractor's Amended Responsibilities:

None

The following documents are attached to and made part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 Executed by Engineer	5/10/2024 Date
_____ Accepted by Contractor	_____ Date
_____ Accepted by Owner	_____ Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
5/21/2024

COUNCIL MEETING DATE: May 21, 2024		SUBMITTED BY: Public Works/Street Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Electrical and gas services upgrades for building renovation at 8252 Cedar Island Rd

SYNOPSIS/BACKGROUND:

Both the electrical and gas service to the building site renovations at 8252 Cedar Island Rd were found to be substandard for the work currently under contract at the location. Request is being made to authorize both utility service changes, to complete the contract on time and utilize the space as intended.

FISCAL IMPACT: \$32,699 BUDGETED FUNDS?: YES - \$413,400 GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW-230105 BELLEVUE PUBLIC WORKS ORDORANT BUILDING RENOVATION - PHASE 2

CONTRACT EFFECTIVE DATE: 10.18.2023 CONTRACT TERM: CONTRACT END DATE: 09.02.2024

PROJECT NAME: BPW-230105 BELLEVUE PUBLIC WORKS ORDORANT BUILDING RENOVATION - PHASE 2

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

CIP PROJECT NAME: 8252 Cedar Island Rd Renov Ph2 CIP PROJECT NUMBER: ST24(08) - M146(325)

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7010,7030

RECOMMENDATION:

Approval of Option 3 per RFI 7, in the amount of \$29,136.00, All-Purpose Construction, to complete electrical upgrades to site.
Approval to pay MUD for invoice GSC100076003898 in the amount of \$3,563 for the gas service work.

ATTACHMENTS:

- Invoice - GSC100076003898
- CR#2 - Electrical Changes (3 Options 5-1-2024) Cost Summary
-
- Drawing - GSC100076003898
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Kimberly Proffitt
[Signature]
[Signature]

METROPOLITAN UTILITIES DISTRICT

Metropolitan Utilities District
7350 World Communications Drive
Omaha, NE 68122
www.mudomaha.com

Gas Service Invoice

Project: City of Bellevue Odorant Building Renovation

Address: 8252 Cedar Island Road

Job Number: GSC100076003898

1. Construction Materials Charge	\$661
2. Construction Labor Charge	\$3,046
3. Equipment Charge	\$903
4. General & Administrative Overhead Expense	\$373
5. Meter Set Cost	\$572

Total Job Cost: \$5,555

Less Revenue Credit: \$1,992

Total Payment Due: \$3,563

Estimated by: Dylan Fichtner

Date: 05/06/24

This estimate expires six months after the date it was issued.

Please make checks payable to "Metropolitan Utilities District" and send them to the attention of Todd England.

Jason,

Please see the options that ETI has discussed with OPPD. They are still waiting to hear back from OPPD on their costs and further information. If you can please provide cost on option 2 and 3, you have sent costs on option 1 already which was the original option.

Option 1: New OPPD terminal pole near Cedar Island Rd with underground primary service conductors to a new pad-mount transformer near the Odorant building. From the pad-mount transformer, underground secondary service would feed the new building.

Option 2: OPPD would extend new overhead to the Odorant building with 3 pole-mounted transformers. From the overhead transformers, overhead secondary service would feed the new building.

Option 3: Upgrade existing 3-phase delta service to 3-phase wye service with new service panel in the south building. From the south building, underground feeders would be ran to the Odorant utilizing existing underground conduit. This option may be considered a service upgrade from OPPD and often is done at no cost from OPPD.

Thank you,

Amanda A. Liermann
Interior Designer/Project Coordinator

A picture containing text, clipart

Description automatically generated

640 Fifth Avenue
Council Bluffs, IA 51501-6427
Phone: (712) 323-0530 x126



OPTION 1



OPTION 2



OPTION 3

May 1, 2024

Cost Summary for Electrical Changes per RFI 7
Option 1, 2 and 3

Project: BPW-230105 Bellevue Public Works Odorant Building Renovation Phase 2
Description: Added cost for Electrical Changes Per RFI #7 Response – Options 1, 2 and 3

Option 1:

<u>All Purpose</u>				
Project Manager (4hrs @ \$100/hr)		\$400.00		
	+15%	<u>\$60.00</u>		
		\$460.00	→	\$460.00
<u>Subs & Suppliers</u>				
Down's Electric				\$28,900.00
	+5%	<u>\$1,445.00</u>		
				\$30,805.00
Bond	+1.5%	<u>\$462.00</u>		
				\$31,267.00

Option 2:

<u>All Purpose</u>				
Project Manager (4hrs @ \$100/hr)		\$400.00		
	+15%	<u>\$60.00</u>		
		\$460.00	→	\$460.00
<u>Subs & Suppliers</u>				
Down's Electric				\$10,900.00
	+5%	<u>\$545.00</u>		
				\$11,905.00
Bond	+1.5%	<u>\$179.00</u>		
				\$12,084.00

Option 3:

<u>All Purpose</u>				
Project Manager (4hrs @ \$100/hr)		\$400.00		
	+15%	<u>\$60.00</u>		
		\$460.00	→	\$460.00
<u>Subs & Suppliers</u>				
Down's Electric				\$26,900.00
	+5%	<u>\$1,345.00</u>		
				\$28,705.00
Bond	+1.5%	<u>\$431.00</u>		
				\$29,136.00

*Currently no costs are added for overage in time on any project delays caused by OPPD to get this new service completed, if any. It is unknown what OPPD's timeframe is for providing and installing their items in order to get the new service up and running. This proposal is based on getting the added work completed within the timeframe we currently have for the project, and does not account for any time spent beyond the project timeframe.



1808 Madison Street Omaha, NE 68107

April 30, 2024

Project: Bellevue Odorant Options for Service

Option 1: New OPPD terminal pole near Cedar Island Rd with underground primary service conductors to a new pad-mount transformer near the Odorant building. From the pad-mount transformer, underground secondary service would feed the new building.

	Base Bid:	\$33,900
Install (1) 4" conduit instead of the (2) that were called out		<u>(\$5,000)</u>
		\$28,900

Option 2: OPPD would extend new overhead to the Odorant building with 3 pole-mounted transformers. From the overhead transformers, overhead secondary service would feed the new building.

Base Bid: \$10,900

Option 3: Upgrade existing 3-phase delta service to 3-phase wye service with new service panel in the south building. From the south building, underground feeders would be ran to the Odorant utilizing existing underground conduit. This option may be considered a service upgrade from OPPD and often is done at no cost from OPPD.

Base Bid: \$26,900

Exclusions: No bond (add 1.2% if applicable), no paint or patch, no seed or sod.

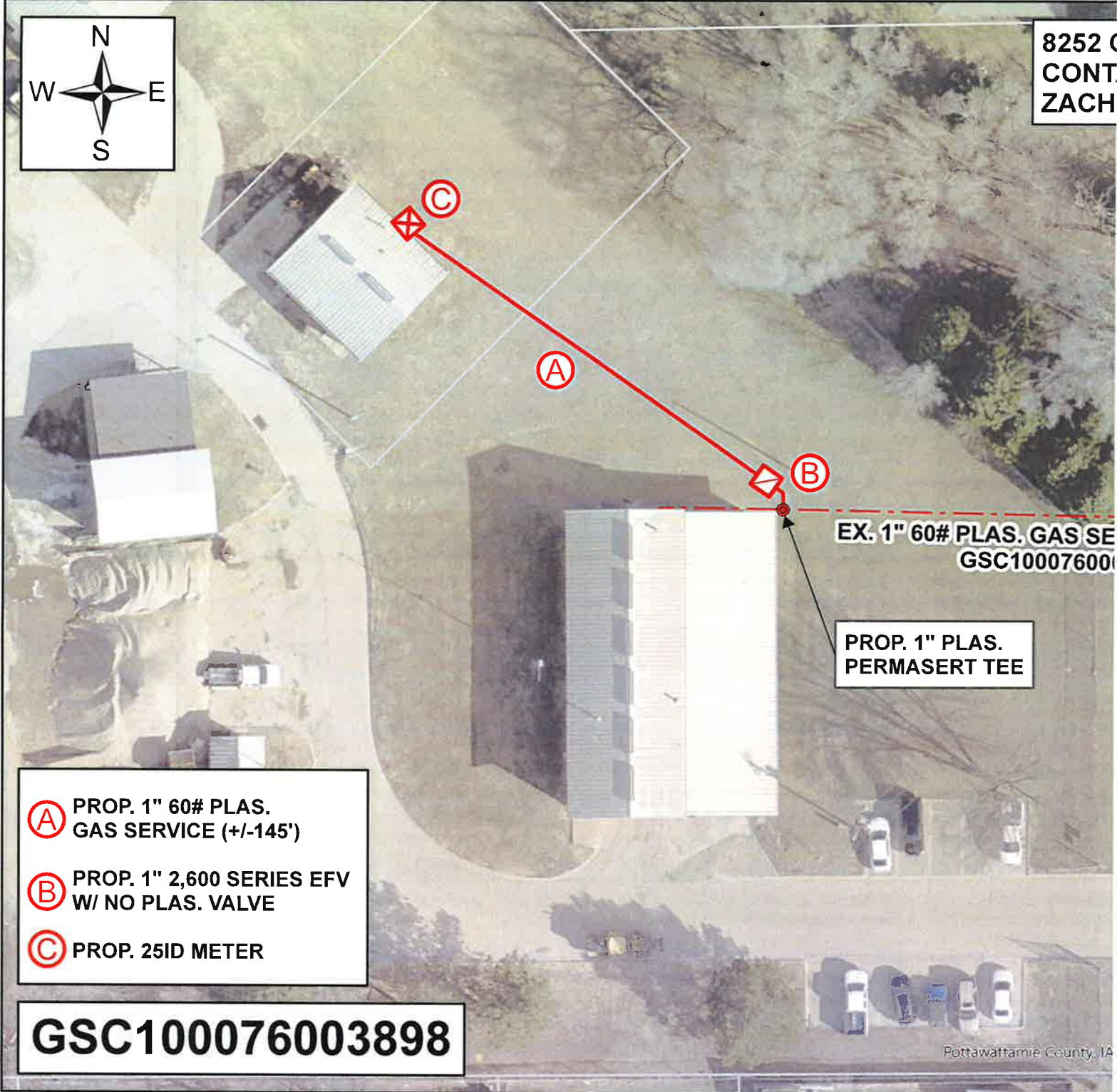
Pricing subject to change after 15 days from date above.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Daniel F. Downs'. The signature is written in a cursive style with a large, prominent 'D'.

Daniel F. Downs

8252 C
CONT.
ZACH



EX. 1" 60# PLAS. GAS SE
GSC10007600

PROP. 1" PLAS.
PERMASERT TEE

(A) PROP. 1" 60# PLAS.
GAS SERVICE (+/-145')

(B) PROP. 1" 2,600 SERIES EFV
W/ NO PLAS. VALVE

(C) PROP. 25ID METER

GSC100076003898

Pottawattamie County, IA

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5/21/2024		SUBMITTED BY: Dave Goedecken, 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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Franchise Agreement Fourth Addendum - Residential Solid Waste, Recyclable Materials, Yard Waste

SYNOPSIS/BACKGROUND:
In 2017, City Council approved the Franchise Agreement between the City of Bellevue and Waste Connections of Nebraska, Inc. DBA Papillion Sanitation for the collection, transfer, and delivery of residential solid waste, recyclable materials and yard waste. Pursuant to the Agreement, rate adjustments are authorized to subsequent rate setting periods. The Wastewater and Solid Waste Department has completed an audit of the third party billing process, as well as an internal rate analysis. Final unit costs have been determined and are outlined in the Fourth Addendum.

FISCAL IMPACT: \$130,606.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: WASTE CONNECTIONS OF NEBRASKA, INC. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Franchise Agreement Fourth Addendum

CONTRACT EFFECTIVE DATE: 5/21/24 CONTRACT TERM: CONTRACT END DATE: 4/30/27

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: 10-17 ACCOUNT NUMBER: 4018

RECOMMENDATION:
City Council approve and authorize the Mayor to sign the addendum to the original franchise agreement between the City of Bellevue and Waste Connections of Nebraska, Inc. DBA Papillion Sanitation for the collection, transfer, and delivery of residential solid waste, recyclable materials, and yard waste.

ATTACHMENTS:

- 1. Papillion Sanitation Memo
- 2. Fourth Addendum
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



Epiphany,

I hope this message finds you well. We at Papillion Sanitation value our partnership with the City of Bellevue and are committed to providing high-quality waste management services to our community.

Per the contract addendum in 2021 between City of Bellevue and Papillion Sanitation, May 2024 is due for a price increase. Papillion Sanitation would like to propose a 3% increase for each year, for (3) additional years. Due to the delay in getting this information to the City, we will implement the price increase to be effective June 1, 2024.

As you are likely aware, the economic landscape has been marked by significant inflationary pressures in recent years. This trend has impacted various sectors across the economy, including the waste management industry. We have diligently sought to absorb these rising costs to maintain stable pricing for our valued clients. However, the sustained increase in operational expenses has made it necessary for us to implement a price adjustment, despite the savings we should be able to recognize following the move of our office to Bellevue.

The price increase we are proposing is reflective of the rising costs of essential resources such as fuel, labor, equipment, and regulatory compliance. Back in 2021, the City of Bellevue agreed to 3.3% increases each year for (3) years to help offset some of the increased cost in recycle processing following a 400% increase from the processors. However, we could not foresee the inflationary pressures that were to come following the addendum. During the last 3 years, the price to the City of Bellevue has increased a total of 6.74%. In the same time period, the CPI has increased a total of 14.2%.

The proposed pricing breakdown would be as follows:

5/1/24 - 4/30/25

35 GALLON (S)	\$ 14.69
65 GALLON (M)	\$ 17.64
95 GALLON (L)	\$ 20.63
EXTRA CARTS	\$ 10.23

5/1/24 - 4/30/25

35 GALLON (S)	\$ 15.13
65 GALLON (M)	\$ 18.17
95 GALLON (L)	\$ 21.25
EXTRA CARTS	\$ 10.53

5/1/24 - 4/30/25

35 GALLON (S)	\$ 15.58
65 GALLON (M)	\$ 18.72
95 GALLON (L)	\$ 21.89
EXTRA CARTS	\$ 10.85

We remain committed to delivering exceptional service to the City of Bellevue and its residents.

We are more than willing to discuss the details of this price adjustment further and address any questions or concerns you may have. Our goal is to work collaboratively with the City of Bellevue to ensure a smooth transition and continued satisfaction with our services.

Thank you for your attention to this matter. We appreciate your partnership and look forward to continuing to serve as your trusted waste management provider.

Thank you,

Trevor Beck

Division Controller – Papillion Sanitation

FOURTH ADDENDUM

THIS FOURTH ADDENDUM (“Fourth Addendum”) is made this ____ day of May 21, 2024 between the City of Bellevue, Nebraska, a municipal corporation (“City”) and Waste Connections of Nebraska, Inc. DBA Papillion Sanitation (“Papillion Sanitation”). This ~~First~~ Fourth Addendum is an addendum to the Collection, Transfer, and Delivery of Residential Solid Waste, Recyclable Materials, Yard Waste Franchise Agreement (“Franchise Agreement”) dated September 25, 2017 and attached hereto as Exhibit “1”).

WHEREAS, the City and Papillion Sanitation have completed a comprehensive review of the rates and fees for services as set out in the Franchise Agreement and desire to adjust the same.

NOW THEREFORE, in consideration of the mutual agreement between the parties the parties agree to the following additions, changes, or deletions as set forth below:

Article 8. Contractor’s Compensation and Rate Setting

The City and Papillion Sanitation mutually agree that the fees and Maximum Rates as outlined in the table on Exhibit L attached to the Franchise Agreement shall be replaced with the fees outlined below. All fees for “Additional Energy Bags”, “Extra Material”, “Additional Bulky Item Pick Up” and “Bulky Non-Recyclable Materials (Oversized)” as outlined in Exhibit L shall remain the same and all fees indicated herein shall be in effect through May 21, 2024.

5/21/24 – 4/30/25:

35 Gallon (Small) -	\$14.69
65 Gallon (Medium) -	\$17.64
95 Gallon (Large) -	\$20.63
Extra Cart -	\$10.23

5/1/25 – 4/30/26:

35 Gallon (Small) -	\$15.13
65 Gallon (Medium) -	\$18.17
95 Gallon (Large) -	\$21.25
Extra Cart -	\$10.53

5/1/26 – 4/30/27:

35 Gallon (Small) - \$15.58
65 Gallon (Medium) - \$18.72
95 Gallon (Large) - \$21.89
Extra Cart - \$10.85

All terms and provisions of the Franchise Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. In the event of any conflict between the terms of the Purchase Agreement and this Fourth Addendum, the terms of this Fourth Addendum shall prevail.

IN WITNESS WHEREOF, the Parties have executed this ~~First~~Fourth Addendum as of the date first written above.

CITY OF BELLEVUE, NEBRASKA, a
municipal corporation.

ATTEST:

By: _____
Mayor – Rusty Hike

City Clerk

APPROVED AS TO FORM:

Bellevue City Attorney

Papillion Sanitation – (Signature)
Name: _____
Title: _____
Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16m.
5/21/2024

COUNCIL MEETING DATE: May 21, 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:

BPW 240105 CIP PK 23(2) - Award of contract for Stonecroft Park Restroom and Sanitary Sewer Lift Station construction

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for construction of Stonecroft Park Restroom and Sanitary Sewer Lift Station. After review of the bids received, the low, responsive, and responsible bidder is Midwest DCM.

FISCAL IMPACT: \$439,340.00 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: Stonecroft Park Restroom

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Stonecroft Park restroom

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

CIP PROJECT NAME: Stonecroft Park Restroom CIP PROJECT NUMBER: PK 24(2)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 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 and sanitary sewer lift station.

ATTACHMENTS:

- Contract
- Bid Sheet
- Design Plan sheets
- Photos - Looking Glass Park RR
- Pre-fab unit correspondence
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature of David Goekeken
Signature of [unclear]
Signature of [unclear]

 **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 *(Paragraphs deleted)* 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.

Init.

§ 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.

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User Notes:

(1464743770)

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)

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
M2.1	MECHANICAL PLAN, SCHEDULES, DETAILS
M3.0	MECHANICAL SPECIFICATIONS, DETAILS
E0.0	ELECTRICAL COVER SHEET, ELECTRICAL SPECIFICATIONS
E2.1	ELECTRICAL PLAN, SCHEDULES
E3.0	ELECTRICAL DETAILS, COMCHECK

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
------------------	-----------------------	---

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

08 62 50	Tubular Daylighting Devices	5
Section 08 71 00	Finish Hardware	2

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
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



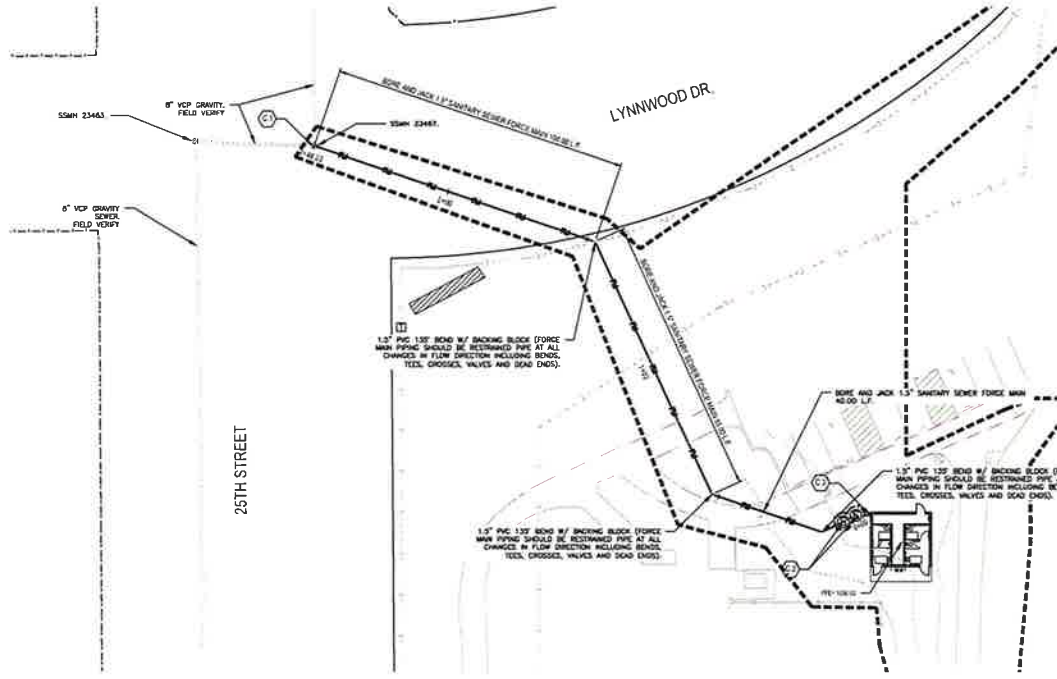


STONECROFT PARK/CITY OF BELLEVUE
 NEW PARK RESTROOM PROJECT
 9400 SOUTH 36TH STREET
 BELLEVUE, NE 68147



PROJECT NO:
 GP-24030
 BPW-24007

SHEET NO.
C4.1



25TH STREET

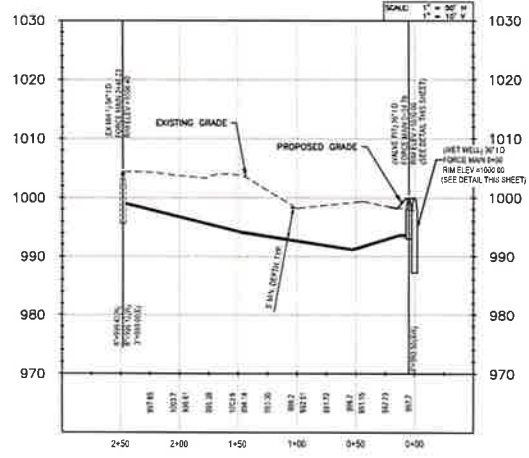
LYNNWOOD DR.

1.5" PVC 135 RHDW W/ BACKING BLOCK (FORCE MAIN PIPING SHOULD BE RESTRAINED PIPE AT ALL CHANGES IN FLOW DIRECTION INCLUDING BENDS, TEES, CROSSES, VALVES AND DEAD ENDS).

NOTE AND JACK 1.5" SANITARY SEWER FORCE MAIN BELOW LL.

1.5" PVC 135 RHDW W/ BACKING BLOCK (FORCE MAIN PIPING SHOULD BE RESTRAINED PIPE AT ALL CHANGES IN FLOW DIRECTION INCLUDING BENDS, TEES, CROSSES, VALVES AND DEAD ENDS).

1.5" PVC 135 RHDW W/ BACKING BLOCK (FORCE MAIN PIPING SHOULD BE RESTRAINED PIPE AT ALL CHANGES IN FLOW DIRECTION INCLUDING BENDS, TEES, CROSSES, VALVES AND DEAD ENDS).



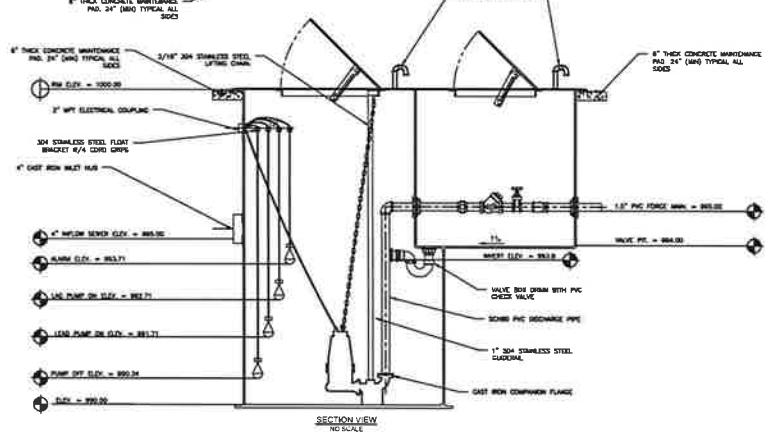
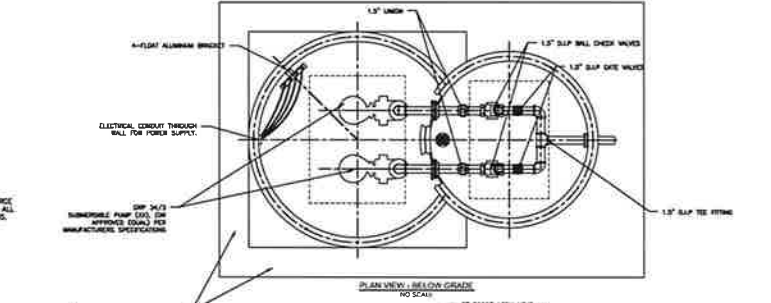
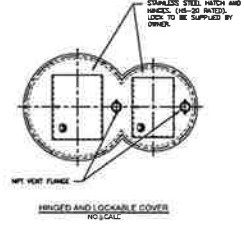
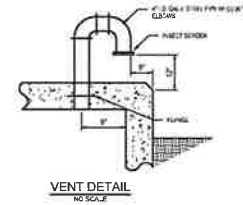
FORCE MAIN



CONTRACTOR'S BID FOR SUBMERSIBLE PUMP SYSTEM SHALL INCLUDE ALL ITEMS NECESSARY FOR A FULLY OPERATOR PUMP SYSTEM INCLUDING PUMP, MOTOR, WET WELL, VALVE PIT, ELECTRICAL COMPONENTS AND CONTROL PANEL. ENCLUSURE WITH STROBE LIGHT ALARM AND AUDIBLE TONE SHALL BE MOUNTED ON THE OUTSIDE OF THE NORTH FACE OF RESTROOM CONTROL PANEL. AND CELLULAR/REINFORCED PHONE DIALER SHALL BE INSTALLED INSIDE THE RESTROOM COORDINATE LOCATION WITH CURB.

SITE PLAN KEY NOTES

- C1 INSTALL CORROSION PROTECTION LINING INSIDE EXISTING MH COORDINATE WITH ENGINEER
- C2 CONSTRUCT LIFT STATION WET WELL AND VALVE PIT.
- C3 CONSTRUCT DOUBLE CLEAN-OUT. SEE SHEET C3.2 FOR DETAILS



WET WELL AND VALVE PIT
NO SCALE



thompson, dressen & dornier, inc.
 10836 Old Mill Rd Omaha, NE 68154
 402.330.8860 www.td2co.com

SANITARY SEWER PLAN

DATE: 3-7-24
 DRAWN: SJC
 CHECKED: ORL
 PROJECT NO: GP-24030
 SHEET NO: C4.1

John Krager

From: Ralph Gladbach <rgladbach@GPARCHNE.COM>
Sent: Wednesday, November 8, 2023 8:10 AM
To: John Krager
Cc: Jim Shada; Tracy Niemier; David Goedeken; Matt Knight
Subject: RE: [EXT] Pre-fab Park Restrooms

John,
FYI, I did reach out to one of the precast companies that may be more “local” in serviceability in their production facilities, but it appears that they would still ship from Utah. The rep emailed me to schedule a conversation about some questions that I have and we will be talking later this week (she is out today and I have been battling a cold the last couple of days where it has been hard to talk....) Will find out more options and information then.

Also, just looked at CXT and it appears that we are in the same boat with them with not a very local presence. The closest plants are in Texas or Idaho.

Let me know if you should have any questions. Thanks!

Ralph E. Gladbach, AIA, CSI
Architect
GP Architecture, LLC
1708 Childs Road East
Bellevue, NE 68005-4422

Phone: 402.934.7749
Cell: 402.980.6905
Email: rgladbach@cox.net

From: John Krager <John.Krager@bellevue.net>
Sent: Wednesday, November 8, 2023 6:24 AM
To: Ralph Gladbach <rgladbach@GPARCHNE.COM>
Cc: Jim Shada <Jim.Shada@bellevue.net>; Tracy Niemier <Tracy.Niemier@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Matt Knight <matt.knight@bellevue.net>
Subject: RE: Pre-fab Park Restrooms

Ralph,
Appreciate the information. Also, CXT was the manufacturer selected by NGPC and I don't know much more since NGPC was purchasing these separately. As for “Buy-in” I was referring to is PW, Parks Dept. Maintenances Dept, etc. would need to have further discussion on whether this is an acceptable option.

Thanks.

John Krager III PE
City of Bellevue / Public Works Dept
1510 Wall St./ Bellevue NE 68005
Office: (402) 293-3144
Mobile: (402) 490-4875
John.Krager@bellevue.net

From: Ralph Gladbach <rgladbach@GPARCHNE.COM>
Sent: Tuesday, November 7, 2023 9:59 AM
To: John Krager <John.Krager@bellevue.net>
Cc: Jim Shada <Jim.Shada@bellevue.net>; Tracy Niemier <Tracy.Niemier@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Matt Knight <matt.knight@bellevue.net>
Subject: [EXT] RE: Pre-fab Park Restrooms

Good morning John,

After I had that discussion with Jim regarding the possible prefabricated units, I did a little more research into them. I have heard of their use, but I personally have not installed them. From what I know of them, the material/fabrication costs are probably higher, but the install time is cut dramatically so you might get some type of wash in costs in the end. But in my initial search online, most of these prefab manufacturers are some distance away from Nebraska (East Coast/West Coast/New England) so the transportation costs to get anything here would also drive costs up.

In my online search, I did find one model from one manufacturer that I think is pretty close to what we have talked about in our initial meeting. I am attaching this layout for your reference. I don't know how flexible these manufacturers are with their designs and what is provided, but would need to do some more investigation.

I am also attaching some thoughts/ comments in *red* in response to your email as noted below.

Let me know if you should have any questions. Thanks!

Ralph E. Gladbach, AIA, CSI
Architect
GP Architecture, LLC
1708 Childs Road East
Bellevue, NE 68005-4422

Phone: 402.934.7749
Cell: 402.980.6905
Email: rgladbach@cox.net

From: John Krager <John.Krager@bellevue.net>
Sent: Tuesday, November 7, 2023 7:08 AM
To: Ralph Gladbach <rgladbach@GPARCHNE.COM>
Cc: Jim Shada <Jim.Shada@bellevue.net>; Tracy Niemier <Tracy.Niemier@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Matt Knight <matt.knight@bellevue.net>
Subject: Pre-fab Park Restrooms

You don't often get email from john.krager@bellevue.net. [Learn why this is important](#)

Ralph,

I understand that you spoke with Jim Shada about pre-fab restroom facilities. In a past life, I worked with Nebraska Game and Parks Commission (NGPC) on pre-fab restrooms and here are a some thoughts:

1. Electrical and Mechanical components (electrical box, lighting, power outlets, wiring, piping, etc): NGPC worked directly with a specific pre-fab manufacturer that provided a unit that was compliant with all NE State and Local codes. I don't know if the City has any stricter electrical or mechanical codes. Will this restrict manufacturers? Will this drive-up probable costs? Are units available with lift pumps? *I don't see any stricter Code requirements in the City of Bellevue than what the City of Bellevue has. If this was in Omaha, then yes, there would be some issues.*

2. Mechanical space: Tracy mentioned a mechanical space vs a mechanical chase. This shouldn't be an issue but must be a part of the projects. *Would need to investigate and coordinate further with everyone.*
3. Interior/exterior components: Are these vandal proof? What is available? Are the exteriors maintainable and graffiti proof? What type of interior/exterior finishes are available? *It appears that most of the structures are precast concrete which helps with being vandal resistant. Will need to do further investigation on what finishes are available.*
4. Door locks: Tracy mentioned electrical door locks and deadbolts to lock at a specified time. Can the doors and frames be manufactured to accept these components? *I would imagine that we would be responsible for doors, frames and hardware so we can put anything in there that we want to control the doors.*
5. Delivery/Location near a paved or hard surface: Not certain how close the pad site needs to be to a paved or hard surface? Would it require a hard surface to the pad site? *I don't think we need a hard surface up to the building pad area, but with the modular unit, they will need to bring a pretty good sized crane in to set the units. Need to make sure that the ground is not soft at the time of setting the units.*
6. Probable Project Costs: Pre-fab vs fabricated on site? *I have heard that the precast buildings cost more on a material basis, but it seriously reduces the labor time. So in the end, the costs tend to balance out a bit, but would need to investigate further.*
7. Timing: Order to delivery time? *With a precast structure, there will be a bit of lead time for those units. Once the project is awarded, they will need to produce shop drawings for review. After review and return of the shop drawings, we would be at the whims of the fabricator to see how long of a backup they have in production. I know for a while there, all precasters were really backlogged but the lead time has been getting better.*
8. Buy-in: Would need to review probable options. *When referred to a "buy-in", are you talking about a direct purchase from a manufacturer? We would need to check with City guidelines on this but there are some organizations out there that negotiate pricing with various manufacturers to get solid pricing for school districts and city entities that would eliminate the need for public bidding of the building shell.*

On a separate note, I did reach out to a local precast concrete manufacturer to see if they do any of these enclosures. They indicated that they do not, but he would look into it a bit further to see if there are any manufacturers that produce closer to our area.

We can meet to review probable options. Let us know when.

Thanks.

John Krager III PE

City of Bellevue / Public Works Dept

1510 Wall St./ Bellevue NE 68005

Office: (402) 293-3144

Mobile: (402) 490-4875

John.Krager@bellevue.net



We Influence The World!

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16n.
5/21/2024

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 Approval of Purchase of Structural Components from Open Aire

SYNOPSIS/BACKGROUND:

In order to meet the deadline for 2026 opening of the Bellevue City Water Park, the City is proposing to purchase of aluminum in order to be fabricated into the necessary materials.

FISCAL IMPACT: 2,370,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Open Aire INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Supply Purchase Agreement

CONTRACT EFFECTIVE DATE: 05/22/2024 CONTRACT TERM: Until Delivered CONTRACT END DATE: N/A

PROJECT NAME: Bellevue City Water Park.

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval of this purchase.

ATTACHMENTS:

- 1. Open Aire Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Shirley Harbin

From: Jim Ristow
Sent: Monday, May 20, 2024 2:16 PM
To: Harrison Johnson
Cc: Susan Kluthe; Shirley Harbin
Subject: Re: Cover Sheet Approvals

Approved.

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Harrison Johnson <Harrison.Johnson@bellevue.net>
Sent: Monday, May 20, 2024 2:09:33 PM
To: Jim Ristow <jim.ristow@bellevue.net>
Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>; Shirley Harbin <Shirley.Harbin@bellevue.net>
Subject: Cover Sheet Approvals

Greetings Jim,

Can you approve these items for tomorrow's council?

Harrison Johnson
Director of Economic and Community Development
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Office: 402-293-6085
Cell: 402-541-3192
Harrison.johnson@bellevue.net

AGREEMENT FOR THE PURCHASE OF MATERIALS

This Agreement for the Purchase of Materials (“Agreement”) is entered into and made effective on May 21, 2024 (“Effective Date”), by and between OpenAire Sales Inc., a Canadian corporation with its principal place of business located at _2360B Cornwall Road, Oakville, Ontario, Canada L6J 7T9 (“Seller”), and the City of Bellevue, Nebraska, a municipal corporation (“Buyer”) and collectively referred to as the Parties.

WHEREAS, Seller wishes to sell to Buyer materials for the purpose of a retractable roof waterpark enclosure, and Buyer wishes to purchase from Seller such materials for such purpose; and

WHEREAS, Buyer wishes to purchase such materials from Seller now to avoid anticipated price increases and delays in the shipment of materials due to supply chain issues.

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

- I. **AGREEMENT.** Seller agrees to sell and Buyer agrees to purchase Materials (as defined below) pursuant to the terms of this Agreement. This Agreement is for the sale and purchase of partial material for the waterpark enclosure as described in Exhibit A. Subsequent material purchases, fabrication and installation is per separate contract.

- II. **TERM.** This Agreement shall commence on the Effective Date and shall terminate once the Materials are delivered to Buyer or its designated representative or agent and Buyer has fully paid Seller the Purchase Price as set forth in this Agreement.

- III. **MATERIALS.** Seller agrees to supply to Buyer the following Materials:
 - Rafters:
 - 6” x 8” aluminum tubes for front and back chords
 - 3” x 3” aluminum tubes for diagonals
 - aluminum flat plate moons
 - Columns:
 - 6” x 8” aluminum tubes for front and back chords
 - 3” x 3” aluminum tubes for diagonals
 - aluminum flat plate moons
 - Aluminum hold downs / top rafter / veneer
 - Aluminum tubes for horizontal bridging and cross bracing
 - Aluminum center mullion / veneer / purlins / upstands
 - Aluminum curtainwall trusses including chords, diagonals and moons
 - Vertical curtainwall

- Motors
- Paint for aluminum purchased per the Agreement

IV. **DELIVERY.** Seller agrees to deliver the Materials to Buyer or its designated agent or representative no later than eighteen (18) months from the Effective Date.

V. **INSURANCE.** Seller shall maintain minimum insurance coverages annotated below for the time periods required:

Seller shall procure and maintain at its expense policies of insurance of the types and in the minimum amounts as follows:

Commercial General Liability (Occurrence Policy Form)

Each occurrence	\$2,000,000
Personal Injury	\$2,000,000
General Aggregate	\$10,000,000
Products/Completed Operations Aggregate	\$2,000,000
Store Materials	\$3,000,000

Umbrella (Occurrence Policy Form) – Minimum limits of liability

Each Occurrence	\$8,000,000
Aggregate	\$8,000,000

Seller shall provide Bill of Sale transferring ownership to Buyer.

VI. **PERFORMANCE BOND AND PURCHASE PRICE.** Buyer shall remit to Seller payment in the amount of Two Million One Hundred Ninety-Two Thousand Dollars and No Cents (\$2,192,000.00) (“Purchase Price”), plus Forty-Five Thousand Dollars and No Cents (\$45,000.00) for the cost of a Performance Bond, within fourteen (14) business days of the Effective Date and upon receipt of proof to Buyer’s satisfaction that Seller has secured a performance bond in the amount of the Purchase Price to ensure delivery of the Materials in accordance with this Agreement. If Seller fails to deliver Materials to Buyer or its designated agent or representative within the delivery period specified in Section IV herein, or otherwise violates the terms of this Agreement, Buyer shall be entitled to seek recourse from the performance bond obtained by Seller for the benefit of Buyer.

VII. **WARRANTIES.** Seller warrants to Buyer that: (A) the Materials are merchantable; (B) the materials are fit for the particular purpose of a retractable waterpark roof enclosure; and (C) Seller will convey good title to the Materials.

VIII. **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be valid and sufficient if dispatched by hand delivery or overnight courier, and addressed as follows:

If to BUYER: City Administrator
 City of Bellevue
 1500 Wall Street
 Bellevue, NE 68005

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

If to SELLER: Deborah Baker
 OpenAire Sales Inc.
 2360B Cornwall Road
 Oakville, Ontario, Canada L6J 7T9

Each party may change its address or other notice information in any respect by giving written notice to the other party.

IX. **ARBITRATION.** Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration or action shall be awarded reasonable attorney's fees and costs and arbitration fees and charges. The arbitration will be held in the place where the party making the arbitration demand is located, unless another location is mutually agreed upon.

X. **SEVERABILITY.** If any provision of this Agreement is determined or held to be illegal, unenforceable or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the legal, unenforceable or invalid provision had never been included herein.

XI. **ASSIGNMENT.** Seller and Buyer may not assign, sublease or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the other, which consent shall not unreasonably be withheld.

XII. **STANDARD OF CARE.** Seller shall perform its obligations under this Agreement consistent with the standard of care for Sellers similarly situated and located, performing the same or similar obligations as Seller.

- XIII. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, war, pandemic, or other reason of like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such shall be excused for a period equivalent to the period of such delay. Notwithstanding the foregoing, financial impecuniosities shall not be considered an event of force majeure.
- XIV. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, which together shall constitute one and the same document.
- XV. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof and supersedes and overrides all prior negotiations, commitments and writings. Any amendments or modifications of this Agreement shall be in writing and by mutual agreement of the parties.

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

Remainder of page intentionally left blank

OpenAire Sales Inc.

City of Bellevue

By: _____
Mark Albertine, President

By: _____
Rusty Hike, Mayor

Date: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16o.
5/21/2024

COUNCIL MEETING DATE: May 21, 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 Acceptance of Proposal for Design and Engineering Services from Holland Basham Architects

SYNOPSIS/BACKGROUND:

The City received four separate proposals from local, and national firms for design and engineering services for the Bellevue City Water Park. This proposal includes design and engineering of all elements of the Water Park. Of the four proposals, the City concluded that Holland Basham was the preferred choice based on price, capacity and experience.

FISCAL IMPACT: \$3,486,600 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Holland Basham INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Standard Form of Agreement between Owner and Architect

CONTRACT EFFECTIVE DATE: 05/22/24 CONTRACT TERM: Project Completion CONTRACT END DATE: N/A

PROJECT NAME: Bellevue City Water Park Design and Engineering Services

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff Recommends Approval of this Item

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <u>Proposal from Holland Basham</u> | 2. AIA B101-2017 | 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:



Shirley Harbin

From: Jim Ristow
Sent: Monday, May 20, 2024 2:16 PM
To: Harrison Johnson
Cc: Susan Kluthe; Shirley Harbin
Subject: Re: Cover Sheet Approvals

Approved.

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Harrison Johnson <Harrison.Johnson@bellevue.net>
Sent: Monday, May 20, 2024 2:09:33 PM
To: Jim Ristow <jim.ristow@bellevue.net>
Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>; Shirley Harbin <Shirley.Harbin@bellevue.net>
Subject: Cover Sheet Approvals

Greetings Jim,

Can you approve these items for tomorrow's council?

Harrison Johnson
Director of Economic and Community Development
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Office: 402-293-6085
Cell: 402-541-3192
Harrison.johnson@bellevue.net

AIA Document B101 – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 10th day of May in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

*City of Bellevue
1500 Wall Street
Bellevue, NE 68005*

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

Holland Basham Architects
119 S 49th Ave
Omaha, NE 68132

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

The project consists of the design documentation for a new waterpark for the City of Bellevue located at the intersection of Highway 75/34 and Bellevue, NE.

See Exhibit A for additional information, attached.

The Owner and Architect agree as follows.

See Exhibit A for additional information, attached.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owner provided information regarding the waterpark area along with the support building. See Exhibit 2 and 3.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will consist of an OpenAire custom enclosure, support building outdoor wave pool area. See Exhibit 2 and 3.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
per specific Project Amendment - TBD
- .2 Construction commencement date:
per specific Project Amendment - TBD
- .3 Substantial Completion date or dates:
per specific Project Amendment - TBD
- .4 Other milestone dates:
per specific Project Amendment - TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Owner intends to retain a Construction Manager at Risk delivery

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, see Article 12 for special terms and conditions.

NA

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

*Harrison Johnson
Director of Economic and Community Development
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Office: (402) 293-6085
Cell: (402) 541-3192*

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors, unless otherwise indicated in this Agreement:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

Provided by Architect
- *Geotech Survey*

.2 Civil Engineer:

Provided by Architect
- Topographic Survey
- PCSMP Design and Certification
- NPDES Inspections

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

*Thomas Zuk, AIA
Principal
Holland Basham Architects
119 S 49th Ave
Omaha, NE 68132
Office: (402) 551-0800
Cell (402) 201-8669*

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

*TD2 Engineering & Surveying
Thompson, Dreesen & Dorner, Inc
10836 Old Mill Road
Omaha, NE 68154*

.2 Mechanical Engineer:

EXP

.3 Electrical Engineer:

EXP

.4 Civil Engineer:

*Lamp Rynearson
14710 W. Dodge Rd. Ste. 100
Omaha, NE 68154*

.5 Food Service:

*Jennifer Rohn
Foodlines
110 S 14th Street Ste 200
Lincoln, NE 68508*

.6 Aquatics:

*Josh Martin
Martin Aquatic Design & Engineering
President & Creative Director
189 S Orange Ave Ste 1220
Orlando, Florida 32801*

.7 Enclosure:

*Mark Albertine
President
OpenAire, Inc.
2360B Cornwall Road
Oakville, Ontario, L6J7T9*

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall sign the Electronic Release Form, attached hereto as an Exhibit, governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The Electronic Release Form shall be the sole document governing the transmission and use of Instruments of Service or any other information or documentation in digital form, and the parties agree to cooperate to ensure that all other participants in the Project sign the Electronic Release Form and that the signed Electronic Release Form is incorporated into each participant's respective agreement for the Project.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care. The Architect makes no other representations or warranties whether expressed or implied, with respect to the services rendered hereunder.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand (\$500,000) each accident, Five Hundred Thousand (\$500,000) each employee, and Five Hundred Thousand (\$500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause

or causes shall not exceed the limits indicated above. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Total Liability is \$1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 as identified in Section 1.1.11.1. Services not set forth in this Article 3 are Supplemental or Additional Services as identified in Section 1.1.11.2 and Article 4.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project design meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule may not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. The Owner shall defend, indemnify and hold the Architect harmless from any claims or demands arising out of a directive or substitution made by the Owner against the Architect's advice.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Base Service Commissioning to include verification of completeness of Punch List items, review of Balancing Report if provided and review of Closeout Documents provided by the General Contractor's MEP Subcontractors. Also see Article 12.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect may prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect may present its preliminary evaluation to the Owner and may discuss with the Owner alternative approaches to design and construction of the Project. The Architect may reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect may prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect may consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect may consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall submit the Design Development Documents to the Owner and request the Owner's written approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3)

the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner and request the Owner's written approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in obtaining competitive negotiated proposals.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents to prospective Contractors, subcontractors and/or suppliers;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's Services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,

sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall, upon the request by Owner, review and certify the amounts due to the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable

promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services unless otherwise indicated but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or NA if not provided)</i>
§ 4.1.1.1 Programming	O
§ 4.1.1.2 Multiple preliminary designs	A (Base Services)
§ 4.1.1.3 Measured drawings	NA
§ 4.1.1.4 Existing facilities surveys	NA
§ 4.1.1.5 Site evaluation and planning	A (Base Services)
§ 4.1.1.6 Building Information Model management responsibilities	A (Base Services)
§ 4.1.1.7 Computer Design Modeling and Renderings, including VR, Beyond Schematic Design Phase	A (Base Services)
§ 4.1.1.8 Development of Building Information Models for post construction use	NA
§ 4.1.1.9 Civil engineering (see § 1.1.11.1)	A (Base Services)
§ 4.1.1.10 Landscape design (see § 1.1.11.1)	A (Base Services)
§ 4.1.1.11 Architectural interior design	A (Base Services)
§ 4.1.1.12 Value analysis	A (Assist as Base Services)
§ 4.1.1.13 Detailed cost estimating beyond that required in Section 6.3	O
§ 4.1.1.14 On-site project representation	A (Base Services)
§ 4.1.1.15 Conformed documents for construction	A (Base Services)
§ 4.1.1.16 As-designed record drawings	A (Base Services)
§ 4.1.1.17 As-constructed record drawings	A (Base Services)
§ 4.1.1.18 Post-occupancy evaluation	O
§ 4.1.1.19 Facility support services	O
§ 4.1.1.20 Tenant-related services	O
§ 4.1.1.21 Architect's coordination of the Owner's consultants	O
§ 4.1.1.22 Telecommunications/data design	O
§ 4.1.1.23 Security evaluation and planning	O
§ 4.1.1.24 Commissioning	O
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	NA
§ 4.1.1.26 Fast-track design services	NA
§ 4.1.1.27 Multiple bid packages	NA
§ 4.1.1.28 Historic preservation	NA
§ 4.1.1.29 Furniture, furnishings, and equipment design	A (Base Services)
§ 4.1.1.30 Other services provided by specialty Consultants	NA
§ 4.1.1.31 Other Supplemental Services	NA

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required and subject to Section 12.9, included in this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 If Services described under this Section are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such Services. Compensation for Services shall be on an hourly basis according to the rate schedule stated in Section 12.1 or as mutually agreed between the Owner and the Architect: If the Owner elects not to have the Architect provide such services, the Owner will inform the Architect

in writing at which time the Architect will cease such services and invoice the Owner for the time expended to that point.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating unreasonable substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Semi-weekly visits to the site by the Architect during construction
- .3 Two (2) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services, as mutually agreed.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost and reasonable contingencies related to all of these costs.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Architect shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Architect shall furnish services of civil engineers identified in Section 1.1.9.2.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in Exhibit.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the Owner.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, as well as tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner and the Architect shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. The Architect shall assist the Owner in preparation of the appropriate AIA Documents as may be required.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17 Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held

responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, the value of alternates (if any), overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and any preliminary estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.4 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.5 If the Owner chooses to proceed under Section 6.4.4, and if the bid is within Five percent (5) of the budget, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.4.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget plus 5% for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner represent that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service, (including, without limitation, any future additions or alterations to the Project) without retaining and maintaining the retention of the authors of the Instruments of Service, the Owner releases the Architect and the Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Consultant's services are completed or terminated.

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after seven (7) years from the date of substantial completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the Contractors, Consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Litigation in a court of competent jurisdiction, in the state of Nebraska, pursuant to section 10.1

Other: (Specify)

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, as mutually agreed between the Owner and the Architect.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

§ 9.5 The Owner or Architect may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for Services performed prior to termination, together with Reimbursable Expenses then due, as well as all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's Services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of:

Nebraska

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. The Architect shall not, in connection with any such assignment by the Owner, be required to execute any documents that in any way might increase the Architect's contractual or legal obligations or the availability or costs of its professional or general liability insurance, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 These provisions shall not apply to information in whatever form that is in the public domain. The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

Lump-sum fee: \$3,874,000.00

Adjusted fee: \$3,486,600.00 (10% reduction due to negotiated payment of 65% at schematic design)

- *Fee above includes:*

- o *Architectural, Structural, MEP, Technology, Audio Visual, Lighting, Commissioning, Civil/Landscaping, Aquatics, OpenAire structure design, FFE, Signage, Food Service*
- o *Reimbursables = \$67,000 included in lump-sum fee*

- *Additional Services:*

- o *Acoustical Engineering = \$50,000*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Article 12 – Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Article 12 – Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Sixty-Five	percent (65 %)
Design Development Phase	Ten	percent (10 %)
Construction Documents Phase	Ten	percent (10 %)
Bidding or Negotiation Phase	Five	percent (5 %)
Construction Phase	Ten	percent (10 %)
Total Basic Compensation	One Hundred	percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Article 12

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
- .12 Other similar Project-related expenditures; and
- .13 Drone video and scanning services.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Compensation For Use of Architect's Instruments of Service.** If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be determined at time of termination.

§ 11.10 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

To be determined at time of termination.

§ 11.11 **Payments to the Architect**

§ 11.11.1 **Initial Payments**

§ 11.11.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.11.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.11.2 **Progress Payments**

§ 11.11.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid Thirty-One (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

8% per annum

§ 11.11.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.11.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§12.1 Architectural compensation shall be based on Hourly Rates as follows:

2024 Hourly Rate Schedule

	HBA
Principal	\$285.00
Partner	\$225.00
Associate Partner/Project Manager	\$210.00
Sr. Project Architect	\$200.00
Project Architect	\$185.00
Senior Interior Designer	\$180.00
Staff Architect	\$160.00
Interior Designer/Engineer & Designer	\$135.00
Technician II	\$90.00
Clerical	\$65.00

Hourly Rates shall be subject to yearly adjustments.

§12.2 The Owner understands that the Architect shall exercise a reasonable standard of care in the execution of design services for the project. Nonetheless, the design process and its associated professional functions deal with judgments that are less than an exact science. Since the design process yields a one-of-a-kind solution that has never been constructed before, the Owner agrees to establish a realistic construction cost contingency of Ten percent (10 %) of the budget. Prudent planning for the construction phase recognizes that unforeseen expenses may occur and should be anticipated. It is the policy of the Architects to advise the Owner to be mentally and financially prepared for the challenge of designing and building a unique structure.

§12.3 Asbestos and Hazardous Materials: In consideration of the unavailability of professional liability insurance for services involving removal or encapsulation of asbestos or other hazardous materials, it is agreed that the Owner will coordinate all activities related to such. The Owner will hold harmless, indemnify and defend the Architect from and against any and all claims arising out of the issue.

§12.4 Inasmuch as the remodeling and/or rehabilitation of the existing building requires that certain assumptions be made by HBA or its consultants regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect. The Architect will endeavor to discover existing conditions to the extent possible through review of existing documents, non-destructive survey of the existing building and conversations with physical plant personnel as may be assigned by the Owner and shall promptly notify the Owner in writing of the discovery of any such conditions.

§12.5 Interior Design Services shall be defined as selection of wall and floor finishes and shall consist of a total of Three (3) Owner's meetings and Two (2) generations of finish board. Any time in excess to this shall be billed as Additional Services.

§12.6 "Record Drawings" are included in the Base Services.

§12.7 If a required item or component of the Project is omitted from the Construction Documents by the Architect or its consultants and that item or component is subsequently added by the Contractor to the Project, the Architect will only be responsible for the following: (i) payment for any additional cost and expense incurred by Owner to add the item or component to the Project, if such additional expense would not have been necessary to incur had the item or component not been omitted and had been included in the Contract Documents, such as costs incurred to demolish and reconstruct a portion of the Project previously constructed; and (ii) perform all re-design work necessary to allow for the installation of the missing item or component without charge to Owner. Other than the foregoing Architect responsibility, Owner shall be responsible to pay all other costs of adding such item or component to the Project, including any betterment.

§12.8 The Owner shall provide for Special Inspections (structural inspections required by Code) and Erosion Control Inspections (National Pollutant Discharge Elimination System, or NPDES). These Services are required to be independent and therefore not included by the Architect or the Contractor.

§12.9 Sustainable Design is part of the Architect's Basic Services; however, certification or detailed documentation such as "LEED" will be considered a Supplemental Service. Should the Owner require the Design Team to apply for LEED certification, the Owner understands that the requirements of LEED will be subject to various – and possibly contradictory – interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret the applicable LEED requirements, as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Project will ultimately achieve LEED certification.

§12.10 Any analysis of existing HVAC equipment, Structural or Plumbing/Electrical systems, as well as any Life Cycle Cost analyses shall be Additional Services.

§12.11 Accelerated Project Delivery: In the event the Owner chooses to take advantage of the potential time and cost savings benefits of an accelerated project delivery process (in which some of the Consultant's Design Services overlap the construction work and are out of sequence with the traditional project delivery method), the Owner acknowledges that it has been advised that the Project will be affected by such a process. Some of the effects of an accelerated project delivery process include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding and construction purposes in order to maintain a fast track or accelerated schedule, or the actual progress of the Work of the Contractor. The Owner acknowledges that it has been advised that the Project, if developed on an accelerated project delivery basis, may require associated coordination, design and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed, and may require removal of work-in-place, all of which events may cause an increase on the Cost of the Work and/or an extension of the Project construction Schedule. Therefore, the Owner acknowledges and understands that Change Orders may arise from the accelerated project delivery process and the Owner understands the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from this process and agrees to include such contingencies in the Project construction budget commensurate with industry standards for projects of similar scope and quality of this Project.

§12.11.1 The Owner agrees to release the Architect from any claims for damages due to additional Project and construction Costs and Schedule extensions arising from use of an accelerated project delivery process.

§12.12 It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Nebraska corporation, and not against any of the Architect's individual employees, officers or directors.

§12.13 Three-dimensional computer modeling and renderings, including virtual reality (VR) modeling, which are utilized in the design process as a basic service through the Schematic Design Phase, will not be maintained or extensively utilized beyond SD without incurring Additional Services.

§12.14 The Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgement to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project.

§12.15 Owner's Indemnification. The Owner shall indemnify and hold the Architect harmless from and against damages, losses, liabilities, expenses, and judgements arising from claims by third parties, but only to the extent that they are caused by the negligent acts or omissions of the Owner, its employees, or the negligence of anyone else for whom Owner is responsible.

§12.16 Architect's Indemnification. The Architect and the Architect's consultants shall indemnify and hold the Owner harmless from and against damages, losses, liabilities, expenses and judgements arising from claims by third parties, but only to the extent that they are caused by the negligent acts or omissions of the Architect, its employees, or its consultants in the performance of professional services under this Agreement, and anyone else for whom the Architect is responsible.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A – Scope of Work

Exhibit A – Owner Provided Information

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

CITY OF BELLEVUE, NE

**ARCHITECT
HOLLAND BASHAM ARCHITECTS**



(Signature)

(Signature)

(Printed name and title)

Thomas R. Zuk
(Printed name and title)

Date

5/10/2024
Date

Attest:

City Clerk

Approved to Form:

City Attorney

EXHIBIT A - SCOPE OF WORK

Project

Name: Waterpark - Bellevue, NE

Number: 24053

Project Information

Total Project Area: See area below – Exhibit 1

Project Description: Holland Basham Architects and consultants will provide design services for the new City of Bellevue Waterpark located at the northeast corner of Highway 75/34 in Bellevue, NE. Documents received from American Resort Management of the Grand Prairie, TX Epic Waters Waterpark dated 12/18/2015 are being used as the basis of design for the Bellevue project. See Exhibit 1.

The waterpark has three main components:

- **Indoor Aquatics Water Park.** The OpenAire designed glass enclosure which will house all aquatic pools and slide towers (portions of the slides will exist outside of the large glass structure). The enclosure will be a "performance specification" provided by the owner and will be designed by the supplier of the building.
 - Includes indoor waterpark, natatorium, wave pool, aquatic services, locker rooms, changing rooms, restrooms, café, arcade, retail, and support services (storage, POS, janitor, first aid, receiving, chemical storage, etc.).
 - Approximately 62,400 SF
 - Ride components, NIC – slides, stair towers
 - **See Exhibit 2**
- **Support Building.** This will be a conventionally framed building designed by the architectural team, 2 stories with a lower level.
 - **See Exhibit 3**
 - 50,000 Sf +/-
 - o 25,000 SF +/- lower level
 - Lower level comprising of primarily pool support equipment room, boiler room, electrical room, laundry facility, storage, restroom and office space
 - o 25,000 SF +/- first floor
 - Main ground level of the facility comprising of locker rooms, restrooms, arcade, retail, party rooms, restrooms, offices, and storage.
- **Wave Pool Area.** Includes an outdoor wave pool, restroom building, mechanical building, and screen wall.

ARCHITECTURAL:

- Provide design documentation similar to the Grand Prairie, TX Epic Waters Waterpark.
- Conduct a site analysis with owner and consultants
- Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration
- Specifications
- Work with local authority having jurisdiction for code, zoning and other regulatory requirements

CIVIL ENGINEERING:

Site Plan Design

- Prepare final construction plans, including:

- Site Plan (Zoning Compliance Plan).
- Grading and Stormwater Pollution Prevention Plan.
- Grading and Stormwater Pollution Prevention Notes and Details.
- Sewers and Utilities Plan.
- Paving Plan.
- Landscape Plan.
- Plaza/ Hardscape Plan.
- Fire Access Plan.
- Miscellaneous Site Details Plan.
- Prepare specification notes to be included on the plans.
- Prepare application materials for Papillion Creek Watershed Partnership (PCWP) and Nebraska Department of Environment and Energy NPDES grading permits.
- Coordinate with utility companies regarding utility services for the project including water, gas, power, telephone, and cable television.
- Coordinate with the CLIENT, architect, mechanical/electrical engineer, and the local regulatory agency's public works department.
- Coordinate with the CLIENT and the architect to include sustainable elements in the civil engineering design of this project.
- Attend 12 site plan design coordination meetings during design of the project.
- Prepare up to two (2) minor drawing revisions to original stamped and sealed plans based on Owner approved changes during bidding and construction. Additional or significant drawing revisions will be additional services.

Site Plan Design Assumptions

- All platting, zoning and other entitlement work is excluded from this proposal. We have assumed the entitlement work will be part of a separate proposal with the OWNER or Master Developer of the site.
- All public improvements, off-site utility coordination and overlot grading for the overall development is excluded from this proposal.
- We have assumed the mass grading and public improvements work will be part of a separate proposal with the OWNER or Master Developer of the site.
- A Post Construction Stormwater Management Plan (PCSMP) will be incorporated in the overall development as shown as a regional detention basin. A separate PCSMP will not be required for the water park site.
- The proposed site will include a parking lot containing approximately 600 parking stalls.
- A geotechnical investigation will be prepared by Others and made available for our use prior to final design.
- A traffic impact study is not required. If required, the preparation of a traffic study will be additional services.
- Site lighting design is not included in the scope of services and will be completed by Others.
- Retaining walls are not required. If required, design of retaining walls will be additional services.
- Exterior stairs and/or accessible ramps are not required. If required, design of exterior stairs and/or accessible ramps will be additional services.
- We have assumed wetlands and/or jurisdictional waterways are not located within the project site. If these features are present, preparation of required reports or other documentation will be additional services.
- A topographic survey of the property will be part of a separate proposal or will be prepared by Others containing all the required information to complete the design plans and will be provided in AutoCAD format. Any additional survey will be an additional service.
- We will coordinate with the mechanical engineer to determine the location and elevation of proposed utility stub locations. Lamp Rynearson requires this information a minimum of four (4)

weeks prior to completion of the plans. Lamp Rynearson is not responsible for delays due to the mechanical engineer's failure to provide this information in a timely manner.

- The project will not be LEED certified. If submitted for LEED accreditation, this will be additional services.
- A separate overlot grading and surcharge plan is not required. If required, the design and production of a separate overlot grading and will be additional services.
- Engineer's construction cost estimates are not included in this proposal. If required, cost estimating will be additional services.
- Value engineering redesign after building permit approval will be considered additional services.

Site Plan Construction Contract Administration

- Conduct five (5) site visits during construction to observe the progress of the grading and/or construction of site improvements to determine general conformance with the plans.
- Conduct one (1) site visit at project conclusion and complete a punch list for paving, sewer and utility installation.
- Answer contractor questions and provide plan interpretation during project construction. We have assumed a total of 12 hours for these services. Responses to questions and plan interpretation services beyond the assumed 12 hours, if requested, will be additional services.
- Respond to requests for information (RFIs) during the construction of the project. We have assumed we will need to respond to six (6) RFIs. If the selected Contractor issues additional RFIs, we request a meeting with Architect, Owner, and Contractor team to better define the acceptable conditions for an RFI request. Continued Contractor requests for RFIs may result in additional services.

Site Plan Construction Contract Administration Assumptions

- Construction staking is not included in the scope of services. If requested, a separate proposal can be provided for this service once the design is finalized.
- Geotechnical testing is not included in the scope of services. We recommend the CLIENT retain a geotechnical engineer to perform any required on-site materials testing or construction observation.
- Full-time construction observation is not included in the scope of services. If requested, a separate proposal can be provided for these services.
- Any additional site visits will be undertaken only at the request of the CLIENT and will be additional services.
- Weekly attendance at Owner Architect Contractor (OAC) meetings is not included in our scope of services. We have assumed we will attend up to four (4) OAC meetings during the course of the construction of the project.
- Review of material testing reports and providing recommendations on failing results is excluded, but can be provided as additional services.
- Means and methods, conformance to specifications and quality of work will be the responsibility of the contractor.

Pool Deck Design

- Prepare final construction plans, including:
 - o Exterior pool deck layout plan.
 - o Natatorium (interior pools) deck layout plan.
 - o Deck drainage plans (both exterior and natatorium).
 - o Deck jointing and finish plans (both exterior and natatorium).
 - o Slope and drainage notes.
 - o Deck Drain Piping Plan.
 - o Landscape Plan.
 - o Irrigation Plan.

- Miscellaneous Deck and Paving Details Plan.
- Prepare specification notes to be included on the plans.
- Design enhanced pavement areas such as integral colored concrete and specialty patterns.
- Coordinate pool deck terminus with pool coping (by Others).
- ADA path review, analysis, and coordination.
- Design decorative fencing and railing.
- Coordinate deck drain locations, types, and invert elevations with mechanical engineer.
- Coordinate pool deck design with stair landings, ramps, and footings associated with waterslides, two story cabanas, shade structures, and other similar elements (designed by Others) in the natatorium and exterior pool decks.
- Coordinate with the CLIENT, architect, pool designer, mechanical/electrical engineer, and the local regulatory agencies.
- Attend 12 site plan design coordination meetings (up to three (3) in person and the remainder via virtual) during design of the project.
- Prepare up to two (2) minor drawing revisions to original stamped and sealed plans based on Owner approved changes during bidding and construction. Additional or significant drawing revisions will be additional services.

Pool Deck Design Assumptions

- Lighting design is not included in the scope of services and will be completed by Others.
- Retaining walls are not required. If required, design of retaining walls will be additional services.
- Pedestrian bridges are not included within the scope of services and will be completed by Others.
- Pool shell and equipment design are not included within scope of services and can be provided upon request for additional services.
- Design of stairs and ramps (within the natatorium and within the fenced exterior pool deck) by Others.
- Faux Rock work (grotto and similar elements) by Others.
- Cost estimating is not included within scope services.
- Electrical bonding, grounding, and lighting design is not included within this scope of services.
- It is assumed Lamp Rynearson is not designing the pool shells and structural design is not needed within our scope of services. If structural design is needed within Lamp Rynearson's scope then additional services may be required.
- Fall protection zones (if any) and fall height requirements by others. Lamp will provide construction details for installation of fall protection padding (if any).

Pool Deck Construction Contract Administration

- Conduct up to six (6) site visits during construction to determine general conformance with the plans.
- Conduct one (1) site visit at project conclusion and complete a punch list.
- Answer contractor questions and provide plan interpretation during project construction. We have assumed a total of 24 hours for these services. Responses to questions and plan interpretation services beyond the assumed 24 hours, if requested, will be additional services.
- Respond to requests for information (RFIs) during the construction of the project. We have assumed we will need to respond to 10 RFIs. If the selected Contractor issues additional RFIs, we request a meeting with Architect, Owner, Pool Designer, and Contractor team to better define the acceptable conditions for an RFI request. Continued Contractor requests for RFIs may result in additional services.

Site Plan Construction Contract Administration Assumptions

- Construction staking is not included in the scope of services. If requested, a separate proposal can be provided for this service once the design is finalized.

- Full-time construction observation is not included in the scope of services. If requested, a separate proposal can be provided for these services.
- Any additional site visits will be undertaken only at the request of the CLIENT and will be additional services.
- Weekly attendance at Owner Architect Contractor (OAC) meetings is not included in our scope of services. We have assumed we will attend up to four (4) OAC meetings, scheduled to coincide with site visits during the construction of the project. If requested, we will participate remotely in up to twelve (12) OAC meetings.
- Review of material testing reports and providing recommendations on failing results is excluded but can be provided as additional services.
- Means and methods, conformance to specifications and quality of work will be the responsibility of the contractor.

General Assumptions

- 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 additional services.
- Electronic files for the site plan compatible with ACAD 2020 will be provided to Lamp Rynearson by the CLIENT.
- All meetings will be in the Omaha metropolitan area.
- 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 CLIENT.
- Unless Lamp Rynearson specifically requests shop drawings or other material information be submitted for review, Lamp Rynearson will not accept, review, or transmit any shop drawing or other submittals.

Erosion Control Monitoring

- See separate design contract

Erosion Control Monitoring Assumption

- See separate design contract

MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION ENGINEERING:

- Design of mechanical utilities including gas, domestic water, fire water, sanitary sewer, storm sewer from interior out to 5' from building outside wall for new facility.
- Design of HVAC systems:
 - Provide HVAC design for the aquatic's facility.
 - Pool dehumidification units.
 - Pool equipment room conditioning / ventilation.
 - Aquatics area ventilation.
 - Boiler system for pool heating
 - Heat recovery for pool heating.
- Provide HVAC design for the support building.
 - Rooftop units
 - Heating hot water system for main heating and zone reheat.
 - Provide kitchen ventilation design for the cook/fry, food prep, and ware-washing area including type 1 hood, makeup air unit, and grease duct design.
- Design of plumbing systems:
 - Provide plumbing design for the support facility including restrooms, locker rooms, food prep, etc.
 - Provide plumbing design for restrooms supporting outdoor splash park area.

- Provide plumbing rough-ins only for the aquatics portion of the new facility. Plumbing and piping design of the aquatics will be by others. Utility coordination and services will be provided as required for the new systems required by the aquatic design.
 - o Provide design of pool backwash discharge system.
 - o Provide design for water main and backflow devices for use in aquatics system.
 - o Provide design of general equipment room drainage and miscellaneous general plumbing located in these aquatic utility rooms.
 - o Provide plumbing design for general plumbing located in these aquatic rooms.
 - Water bar plumbing
 - Hose bibs and water outlets (indoor and outdoor)
 - o Provide design of sewage waste lift station as required by depth of facility/aquatics drainage depth.
- Performance specification of fire protection systems.
 - Identification of service entrance and general sprinkler zone information.
 - Identification of sprinkler head types and special instruction for pipe routing in detailed / sensitive areas.
 - Pipe sizes will not be shown pending hydraulic calculations to be performed by the installing fire protection contractor.
- Design of the lighting systems:
 - Provide lighting design for the support building.
 - Provide general lighting design for the aquatics building.
 - Provide general lighting design for the parking lot and exterior pathways.
 - Design of specialty lighting integrated into the equipment or supporting the aquatics design will be by others.
- Design of low voltage pathways for telecom, security, access control.
- Design of fire alarm for the new facility.
- Design of electrical utilities including electrical service, telecommunications pathways, from interior out to the utility connection point.
- **Design of communication infrastructure** including copper cabling, fiber optic cabling, jacks, patch panels, racks, cable management. Design and coordination of IT room space layouts including rack locations, power, overhead ladder tray. Design of CATV (Cable Television) distribution system including coaxial cabling, amplifiers, splitters for conference rooms, break rooms and other locations as determined in design.
- **Design of Audio/Visual systems** including televisions, projectors, input sources, switching electronics, cabling, control interface, and sound reinforcement for the support and aquatics building.
- **Design of access control systems** including card readers, door controllers, wiring, credentials. Design of video surveillance system including cameras, video recording hardware/software. Design of intrusion detection system including motion sensors, door contacts, keypads
- Energy code compliance documentation as required by the City of Bellevue Permit and Inspections Department.
- **Commissioning:**
 - Develop commissioning plan per project requirements, update as necessary during process and submit to Commissioning team.
 - Develop installation checklists for all relevant equipment.
 - Develop, administer, and witness construction checklists and startups.
 - Develop functional performance tests and witness for mechanical and electrical systems.
 - Provide commissioning plan updates and coordinate with Cx team for revisions, as necessary.
 - Organize and schedule relevant commissioning activities with the construction team.
 - Provide commissioning schedule documentation to be added to project schedule.
 - Attend and lead commissioning related meetings with relevance to the commissioning scope and process. Create and distribute commissioning meetings minutes.

- Provide a commissioning issue log with all commissioning deficiencies and resolutions tracked and updated during the process.
- Review and provide verification of testing, adjusting and balancing services.
- Witness and verify owning training documentation and materials are adequate and as specified.
- Provide Monthly site visits during relevant Cx construction progress and provide project updates.
- Provide Final Report containing all Cx documents including field reports, checklists, test forms and issues logs.

STRUCTURAL ENGINEERING:

- **Indoor Aquatics Water Park**
 - o Footings and foundation walls.
 - o Review shop drawings for the enclosure structure for items related to structure. This review is to make sure the correct loads were used in design and that the design was performed by a registered structural engineer. We do not review specific calculations or accept responsibility for the structure.
 - o Foundations to support slides to include approximately 20 supports required.
 - o Interior slab on grade, pool, and supports for water features are not included.
- **Support Building.**
 - o All structural elements of the building including foundations, floor framing, roof framing, bearing walls, and structural support required for exterior nonbearing facades.
- **Wave Pool Area.**
 - o Screen wall and foundations.
 - o Restroom Building.
 - o Mechanical Building.
 - o Wave pool and pool deck are not included.
- **Future enclosure of Wave Pool Area.**
 - o Provide foundations for a 235' x 185' extension of the pool enclosure structure to enclose the Wave Pool area.

FOOD SERVICE:

- The food service design scope will include an approximately 1,700 SF commercial kitchen and concession stand, a small 100 SF service pantry on the second level, and an approximately 350 SF bar.
- Food service equipment will be either specified by Foodlines or provided by the vendors.
- The design services proposed by Foodlines will include:
 - o Programming/Pre-design: We will meet with Epic Waters staff or their food service vendors to discuss serving methodologies, menu offerings, and food service staff capacity/capabilities.
 - o Preliminary equipment selections. We will also prepare an itemized preliminary estimate of the equipment cost for the project.
 - o Kitchen equipment plan, schedule, and cut sheets for use by the MEP engineers. HBA will be responsible for all casework design, with Foodlines' coordination on drop-in and countertop equipment at all casework locations.
 - o Documents shall include but may not be limited to food service equipment plans, equipment and utility schedules, custom fabrication details as required, and interior wall elevations of major equipment assemblies to identify arrangement and mounting heights.
 - o Recommendations for floor, wall and ceiling finishes, details, etc. if you wish.
 - o Review dealer and fabricator shop drawings and make corrections as necessary.
 - o Answer questions that may arise during rough-in and installation work and perform a punch list upon completion of the equipment installation.
 - o Coordinate with the food service personnel all demonstration / start-up / training sessions to be performed by the major equipment manufacturer's representatives.

ACOUSTICS:

- Acoustical engineering is not part of the base services. See fee Article 11.

OPENAIRE:

- The Engineering Contract is to provide engineering and shop drawings for a retractable roof waterpark enclosure as described below:

- **Main Enclosure:**

One (1) freestanding curved roof enclosure measuring 185'-0" x 319'-2" (out to out gable ends), with:

- o One (1) sidewall measuring 319'-2" long x 35'-0" high supported by a 2'-0" high concrete wall by others. For a length of 33'-4", and full height of the sidewall, the sidewall is open (no glass) at the interface with the Tower Enclosure described below.
- o One (1) sidewall measuring 319'-2" long x 35'-0" high supported by a 2'-0" high concrete wall by others. For a length of 116'-8", and a height of 24'-0", the sidewall is open where it interfaces with a conventional building (by others).
- o One (1) gable end measuring 185'-0" at the base with the sides measuring 35'-0" high from top of the 2' high supporting wall (by others).
- o One (1) gable end measuring 185'-0" at the base with approximately 124'-6" at the base, by a height of 24'-0", being open where it interfaces with a conventional building (by others).

- **Gable End Notes:**

- o At the interface with the conventional construction, the vertical columns, placed at approximately, 16'-0" extend to the 2'-0" high concrete piers (by others), at the floor.
- o The area between the columns at the interface is open (no glass), with the area extending above the roof of the conventional building being glazed with glass.
- o The height of the gable end from the top of the 2'-0" high concrete wall to the apex of the curve measures 58'-2".

- **Main Enclosure Notes:**

- o The roof of the enclosure, with a length of 319'-2", is divided into 19 bays measuring 16'-8" with 13 of the bays having two opening roof panels (one on each side of the apex), and two bays having one opening roof panel. The roof panels retract down from the apex over the fixed glazing below.
- o The enclosure is supported by a 2'-0" high concrete wall (by others), which must be adequate to support the loads imposed by the enclosure. Doors within the enclosure extend to the waterpark floor.
- o The sidewall height from the floor to the eave measures 37'-0".
- o At the areas where the sidewalls interface with the Tower Enclosure and conventional construction, the columns extend to the 2'-0" high concrete piers at the floor (by others). The area between the columns at the interface is open.

- Tower Enclosure

One curved roof tower measuring 35'-4" x 39'-3" with:

- o One (1) front wall measuring 35'-4" x 74'-6" high,
- o One (1) back wall measuring 35'-4" x 39'-6" high (roof of enclosure to tower eave),
- o Two (2) gable ends measuring 39'-3" at the base.

Tower Notes:

- o The tower length of 35'-4" is divided into two (2) bays with both bays having two opening roof panels (1 on each side of the apex), that retract down from the apex over the fixed glazing below.
- o The tower is supported by a 2'-0" concrete wall (by others) which must be adequate to support the loads imposed by the tower.

The Enclosures include the following specific items:

- o Design and engineering including shop drawings.
- o OpenAire's thermally broken extruded aluminum frame.
- o All aluminum exposed to view will be painted with a standard color baked on finish meeting AAMA 2604.
 - Notes: A. Additional colors are available, but extra costs may result depending on color chosen.
 - Hardware is stainless steel and is not painted.
 - Door thresholds are not painted.
- o Sloped glazing to be 1" (25mm) multi-wall polycarbonate.
- o Vertical glazing to be 1" insulating glass consisting of:
 - ¼" clear tempered with a Low E coating
 - ½" air space
 - ¼" clear tempered
 - Glass Notes: A. The vertical glass is based on the following performance:
 - Visible Light Transmission = 61%
 - U Value = .28
 - Solar Heat Gain Coefficient = .32
 - Shading Coefficient = .36
 - The above values are approximate and OpenAire reserves the right to source glass from various manufacturers who meet this performance.
- o A total of thirty-two (32) motorized opening roof panels including one motor per panel, control box and wiring between the control box and motors.
- o Thirty-three (33) motorized pivot windows measuring 16'-0" x 6'-0" glazed with 1" glass.
- o One (1) motorized upward door measuring 10'-0" x 10'-0" glazed with 1" insulating glass.
 - Note for Items 6, 7 and 8:
 - Wire is supplied by OpenAire but installation of wire between the motors and the control box and any required conduit is by others.
- o Six (6) swing doors measuring 3'-0" x 7'-0" high, glazed with 1" insulating glass and equipped with panic hardware.

- Fourteen (14) bi-fold doors measuring 16'-0" x 10'-0" high, glazed with 1" insulating glass.
- Aluminum flashing between the enclosure and adjacent construction.
- Fasteners required to anchor the enclosure to the foundation/piers.
- Complete installation by OpenAire's non-union crew.
 - Notes: A. Additional costs will be charged if a union crew or prevailing wage is required.
 - It is assumed the enclosure will be installed after the foundation is in place and before pools, slides and waterpark amenities are installed.
 - Enclosure is maintained using man lifts and articulating booms. Floor must be adequate to support the weight of this equipment. OpenAire is not responsible for damage to underground utilities.
 - If necessary during unloading and installation, closing of streets (including all permits), buying of parking meters and any police or security detail is by others.
- Delivery of materials to the jobsite.
- State Sales Tax.
- Standard 5 year OpenAire warranty against defective design, materials and construction. Paint, polycarbonate and glass are warranted against defective materials and defects in manufacturing per the manufacturer's standard warranties.

Items not included in the Enclosure Scope of Work:

- Supporting structure including 2'-0" high supporting concrete walls and piers.
- Permits and bonds.
- Power to the control panel.
- Installation of wire and supply and install of all required conduit.
- Final cleaning (stickers, labels and excess caulk will be removed).
- Grounding of the building.
- Provision and removal of dumpsters.
- Inspection fees.
- Protection of surrounding construction.
- Protection of work after installation.
- If necessary during unloading and installation, closing of streets (including all permits), buying of parking meters and any police or security detail.
- Conventional construction.

Total Project Area - Bellevue, NE
EXHIBIT 1



Conceptual Waterpark Design
EXHIBIT 2

60,000 +/- SF OpenAire Structure (Natatorium)
30,000 SF Outdoor Wave Pool Area



Scale 1"=40'-0"



Option 2: Phase 1 & 2
Bellevue Indoor Waterpark | Site Layout

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16p.
5/21/2024

COUNCIL MEETING DATE: 5/21/24		SUBMITTED BY: Mike Christensen	
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:

Purchase new truck for the Permits and Inspection Department

SYNOPSIS/BACKGROUND:

This vehicle will replace a 2013 Chevy 1500 pickup that currently has just over 169,000 miles. Woodhouse Ford in Blair NE has three 2024 Ranger pickups that are in route to their location in Blair and are scheduled for delivery between 5/31/24 and 6/6/24. These trucks are priced at \$37,000.00, \$38,000.00 and \$39,000.00 all under the approved amount of \$40,000.00 and at last check had not been purchased by another buyer. Currently State Bid and Source-well are not showing any 2024 trucks available.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:









We Influence The World!

City of Bellevue
Permits and Inspections
1510 Wall St. • Bellevue, Nebraska
68005 •

May 16, 2024

To: Jim Ristow, City Administrator
From: Mike Christensen, Chief Building Official
Subject: Request permission for Permits and Inspections to purchase one 2024 Ford Ranger XL 4WD Super Crew

Requesting permission to purchase a 2024 Ford Ranger XL 4WD Super Crew from Woodhouse Ford in Blair NE. to replace the 2013 Chevy 1500 due to oil consumption and 169,000 miles. Per attached vehicle descriptions our price is indicated in red, these are two that do not currently have purchase contracts on them. The Permits Department has been budgeted for up to \$40,000.00 for the purchase of a new vehicle.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Christensen", with a long horizontal flourish extending to the right.

Mike Christensen

CC Tammi Palm

Handwritten initials "Jup" in blue ink, written in a cursive style.

Handwritten initials "Jup" in blue ink, written in a cursive style, located to the right of the typed name.

NEW 2024 Ford Ranger XL 4WD Super Crew

VIN: 1FTER4PHXRLE20164 STOCK: 20164



\$37,889



(38) Photos



MSRP	\$38,970
Doc Fee	+\$299
WOODHOUSE PRICE	\$39,269

Conditional Offers

2024 Farm Bureau Recognition Exclusive Cash Reward	-\$500
2024 First Responder Recognition Exclusive Cash Reward	-\$500
2024 College Student Recognition Exclusive Cash Reward Pgm.	-\$500
2024 Military Recognition Exclusive Cash Reward	-\$500

[Details](#)

NEW 2024 Ford Ranger XL 4WD Super Crew

VIN: 1FTER4PHIRLE20909 STOCK: 20909



\$37,495



(38) Photos



MSRP	\$38,550
Doc Fee	+\$299
WOODHOUSE PRICE	\$38,849

Conditional Offers

2024 Farm Bureau Recognition Exclusive Cash Reward	-\$500
2024 First Responder Recognition Exclusive Cash Reward	-\$500
2024 College Student Recognition Exclusive Cash Reward Pgm.	-\$500
2024 Military Recognition Exclusive Cash Reward	-\$500

[? Details](#)