

Bellevue City Council Meeting

Tuesday, May 29, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor David Witkop, Thanksgiving Lutheran Church, 3702 South 370 Plaza
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 MINUTES AND ADVISORY COMMITTEE REPORTS :
 - a. Approval of Agenda
 - b. Approval of Consent Agenda
 1. *Approval of the Minutes from the May 14, 2018, City Council Meeting
 2. *Approval of Claims
6. SPECIAL PRESENTATIONS: None
7. LIQUOR LICENSES:
 - a. Charlie T. Marco & CTMARCO, Inc., dba "Chandler Bar" - Application for a Class "I" Liquor License at 2617 Chandler Road West and Charlie T. Marco as Manager (City Clerk)
 1. Application for CTMARCO, Inc., dba "Chandler Bar," to operate as a Keno Satellite (City Clerk)
 - b. Application for The Crook, Inc., dba "Pharaoh's Bar & Grill," to operate as a Keno Satellite (City Clerk)
 - c. Fraternal Order of Eagles #3912 - Application for Special Designated Liquor Licenses to sell Beer, Wine, and Distilled Spirits during "Open Air Fests" on June 16th from 4:00 p.m. to 12:00 a.m., July 28th from 4:00 p.m. to 12:00 a.m., and August 18th from 12:00 p.m. to 12:00 a.m. in an outdoor area at 209 West Mission Avenue (City Clerk)
8. ORDINANCES FOR ADOPTION (3rd reading): None
9. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 3905: Sale of City Surplus Property just South of 1311 Bluff Street (City Attorney)
10. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 3906: Issuance of Wastewater Revenue Refunding Bonds, Series 2018, in an amount not to exceed \$3,000,000 (D.A. Davidson/Gilmore & Bell P.C./Finance Director) Staff requests the statutory rule requiring reading on three different days be suspended and the vote taken after the public hearing is held at this meeting.
11. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None
12. RESOLUTIONS: None
13. CURRENT BUSINESS:
 - a. Acceptance of the Bid and Authorization for the Mayor to Sign the Contract with Anderson Excavation Co., Inc. for the Demolition of the Structure located at 2611 Harrison Street in the amount of

\$12,808 to be paid from the Community Betterment Fund (Chief Building Official)

b. Acceptance of the Bid and Authorization for the Mayor to Sign the Contract with Poloncic Construction. for the Demolition of the Structure located at 15006 South 20th Street in the amount of \$18,000 to be paid from the Community Betterment Fund (Chief Building Official)

c. Approval of and Authorization for the Mayor to Sign a Three-year Maintenance/Service Agreement with Microfilm Imaging Services in the amount of \$1,335 for all three years (Acting Police Chief)

d. Approval of and Authorization for the Mayor to Sign the Contract and Scope of Services for Professional GIS Mapping Services between the City of Bellevue and Midland GIS Solutions in the amount of \$67,250 - funded through the Stormwater Grant (Public Works Director)

e. Approval of the Low Bid from Swain Construction, Inc. for the 2018 Concrete Projects and Authorization for the Mayor to Sign the Contract in the amount of \$1,225,369.07 (Public Works Director/Manager of Engineering Services)

f. Approval of and Authorization for the Mayor to Sign the Proposal from Thompson, Dreesen & Dorner, Inc. regarding Professional Services including improvements to 25th Street between Towne Center Drive and Lynnwood Drive in the amount of \$72,000 (Public Works Director/Manager of Engineering Services)

g. Approval of and Authorization for the Mayor to Sign the Proposal and Contract from JMN Construction, LLC regarding the Bridge Repair on 36th Street over the West Papillion Creek in the amount of \$30,906 (Public Works Director/Manager of Engineering Services)

h. Approval of and Authorization for the Mayor to Sign the Proposal and Contract with Heimes Corp. for the South Gravity Sewer Rehabilitation Project in an amount not to exceed \$356,136 (Public Works Director/Wastewater Operations Manager)

i. Approval of and Authorization for the Mayor to Sign the Project Agreement with HOA Solutions for the Bellevue Lift Station Upgrades - Phase I in an amount not to exceed \$97,063.80 (Public Works Director/Wastewater Operations Manager)

j. Approval of and Authorization for the Mayor to Sign the Letter Agreement for Professional Services between the City of Bellevue and Olsson Associates for the Lift Station Abandonment Project in an amount not to exceed \$27,300 (Public Works Director/Manager of Engineering Services)

k. Approval of and Authorization for the Mayor to Sign the Agreement between the City of Bellevue and the State of Nebraska Department of Transportation for Traffic Signal Improvements in the amount of \$7,100 as the City's Share (Public Works Director)

l. Approval of and Authorization for the Mayor to Sign an Agreement for the Library Feasibility Assessment Project with Clark Enersen Partners in the amount of \$115,000, plus an estimated \$2,700 in reimbursable expenses, if necessary (City Administrator/Library Director)

m. Approval of an Amendment to the Interlocal Agreement creating the Sarpy County and Cities Wastewater Agency and Approval of the FY 2018 Budget (City Administrator)

14. ADMINISTRATION REPORTS - Comments must be limited to items on the current Reports

15. PUBLIC REQUESTS TO BE HEARD

16. CLOSED SESSION:

a. Negotiations on the Sale of Surplus Property in Whispering Timbers (City Attorney)

17. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, May 14, 2018, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rita Sanders at the Bellevue City Hall on the 14th day of May, 2018, at 6:00 p.m. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry.

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

Pledge of Allegiance and Invocation

Mayor Sanders led the Pledge of Allegiance. Pastor Dan Wills Sr., Chandler Acres Baptist Church, 7505 Chandler Acres Drive in Bellevue, gave the invocation.

Open Meetings Act

Mayor Sanders announced a copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

Approval of the Agenda

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

Motion was made by Shannon, seconded by Cook, to remove Item 10a, Ordinance No. 3904: Amending City Code Section 2-30 by eliminating the Public Requests to be Heard section from the Order of Business, the Agenda. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Burns, and Moudry voted yes; voting no: Preister. Motion carried.

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

Approval of the Consent Agenda

Motion was made by Preister, seconded by Burns, to approve the consent agenda which included the following: approval of the Minutes of the April 23, 2018, City Council Meeting and the April 23, 2018, Board of Equalization Meeting; approving the appointment of Deborah Woracek to the Tree Board for a four-year term until May 2022; approval of Claims; approval of settlement of Tort Claims and authorize Mayor to sign the Release and Settlement Agreements; Release of Easement lying within Lots 1 and 2, Wolf Creek Replat 7; and approval of the 2018 Campground Host Agreement with Denise McAlexander and authorize the Mayor to sign the agreement. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

SPECIAL PRESENTATIONS:

Presentation: 15th Street Extension Options

Mr. Dean Durin, the City's Manager of Engineering Services, gave a presentation on the two options for extending 15th Street from Cornhusker Road to Highway 370.

Sarpy County Economic Development Corporation - First Quarter Update - Andrew Rainbolt

Mr. Andrew Rainbolt from the Sarpy County Economic Development Corporation reviewed the first quarter economic indicators and the goals and objectives of the SCEDC for the future.

Proclamation: Recognizing May 20-26, 2018, as "National Public Works Week"

Mayor Sanders read a proclamation recognizing May 20-26, 2018, as "National Public Works Week."

LIQUOR LICENSES:

The Crook Inc., dba "Pharaohs Bar and Grill" - Application for a Class "I" Liquor License at 910 Fort Crook Road South and Nicol Peterson as Manager

The application of The Crook Inc., dba "Pharaohs Bar and Grill," for a Class "I" Liquor License at 910 Fort Crook Road South and Nicol Peterson as Manager, was presented for Council consideration.

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

Motion was made by Cook, seconded by Burns, to recommend to the Nebraska Liquor Control Commission the application of The Crook Inc., dba "Pharaohs Bar and Grill," for a Class "I" Liquor License at 910 Fort Crook Road South and Nicol Peterson as Manager, be approved.

Mr. Moudry advised he would be abstaining from the vote on all of the liquor license applications due to religious and personal reasons.

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

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Bellevue City Council Meeting, May 14, 2018, Page 2

Travis R. Emerson - Manager Application of the Class "D" Liquor License held by Walmart Inc., dba "Walmart 2847," at 10504 South 15th Street

The application of Travis R. Emerson for Manager of the Class "D" Liquor License held by Walmart Inc., dba "Walmart 2847," at 10504 South 15th Street, was presented for Council consideration.

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

Motion was made by Cook, seconded by Shannon, to recommend to the Nebraska Liquor Control Commission the application of Travis R. Emerson for Manager of the Class "D" Liquor License held by Walmart Inc., dba "Walmart 2847," at 10504 South 15th Street, be approved. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, and Burns voted yes; voting no: none; abstaining: Moudry. Motion carried.

ORDINANCES:

Ordinance No. 3905: Sale of City Surplus Property just South of 1311 Bluff Street (First Reading)

Ordinance No. 3905, an ordinance providing for the sale of certain real estate, same being described in Section 1 of this ordinance; directing the conveyance of such real estate, and the manner and terms thereof, and designating an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on May 29, 2018.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Public Hearing on the Application for a Privately-Operated Farmers Market on City-Owned Property **Applicant: Carol Blood Location: Washington Park**

Mayor Sanders opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. No one in the audience came forth to speak in support of or in opposition to the application. Mayor Sanders declared the public hearing closed.

Motion was made by Preister, seconded by Burns, to approve the application. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, and Burns voted yes; voting no: Moudry. Motion carried.

RESOLUTIONS:

Resolution No. 2018-13: Bond Reimbursement Resolution for 2018 Paving Improvements

Motion was made by Cook, seconded by Burns, to approve Resolution No. 2018-13. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Request for Approval of the First Amendment to the Conditional Use Permit for a Self-Storage Facility **Applicant: Arun Agarwal Location: 7601 South 25th Street**

Motion was made by Burns, seconded by Moudry, to approve the First Amendment to the Conditional Use Permit. Roll call vote on the motion was as follows: Hansen, Shannon, Preister, Burns, and Moudry voted yes; voting no: Cook. Motion carried.

Approval of and Authorization for the Mayor to Sign the Renewal of a Contract with SirsiDynix for Seven (7) years to provide the Integrated Library System to the Library

Motion was made by Burns, seconded by Cook, to approve and authorize the Mayor to sign the renewal of a contract with SirsiDynix. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

ADMINISTRATION REPORTS:

Mayor Sanders asked if there were any questions for Mr. Mangiamelli or any of the Directors on the reports presented. Mr. Shannon asked if the Council would receive a briefing on the ruling made by the Crime Commission regarding Police Chief Mark Elbert. City Administrator Joe Mangiamelli advised they would as soon as we receive a report on the specific findings.

PUBLIC REQUESTS TO BE HEARD:

Mayor Sanders read the following statement: "Any member of the public addressing the Council shall abide by Council Policy Resolution No. 35 regarding the Principles of Conduct and Decorum which states 'any statements made during City Council meetings by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a city official or employee, or a member of the general public' and also Bellevue City Code Section 2-68 regarding the manner of addressing the Council. Copies of the aforementioned rules are posted outside the Council Chambers. Speakers shall limit their presentations to five minutes."

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Mr. Chuck Fredrick said there is a need for a Finance Committee again. He does not see transparency in what the City does. He once again stated the need for the State Auditor to look at the "books" and the need for a full-time City Attorney instead of it being a contracted position.

Mr. Brian Hanson said he attended some of the Earth Day activities and gave "kudos" to Green Bellevue for the event. He also extended "kudos" to Wastewater Operations Manager Epiphany Ramos and her team for the rollout of the new trash and recycling program. In regards to ordinances, he stated there is supposed to be support from one of the "legislators" and in Papillion, someone is requested to introduce them.

Mayor Sanders asked for additional comments from the public. No one came forward to speak. Mayor Sanders closed the public requests to be heard section of the meeting.

CLOSED SESSION: None

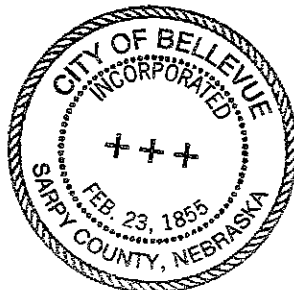
ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Burns, at 7:06 p.m. the meeting adjourned.


Sabrina Ohnmacht, City Clerk

Rita Sanders, 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 14, 2018; 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.




City Clerk

MINUTE RECORD

*56.2

5-29-18

CLAIMS FOR MAY 29, 2018

CITY ADMINISTRATOR

AMAZON.COM, LLC	PRINTER SUPPLIES	327.89
METROPOLITAN AREA PLANNING AGENCY	MAPA LUNCHEONS	20.66
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-9	29.20
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	131.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	192.50
		<u>\$ 702.17</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET-MAY 2018	83.55
		<u>\$ 83.55</u>

LEGAL

WOODS & AITKEN, LLP	PROFESSIONAL SVCS-CIR 1443, 1445	8,087.47
		<u>\$ 8,087.47</u>

CABLE ADVISORY

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-9	21.90
PETTY CASH - FINANCE	DVDS FOR STORAGE-CABLE	42.99
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	65.95
		<u>\$ 130.84</u>

CITY CLERK

MARATHON VENTURES, INC	2018 TIF FUNDS #8789 AS OF 5/15/2018	26,641.54
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2015-5-9	37.95
		<u>\$ 26,679.49</u>

FINANCE/RISK MANAGEMENT/SAFETY

AMAZON.COM, LLC	LABEL MAKER, OFFICE SUPPLIES	666.78
BELLEVUE OPTICAL	SAFETY GLASSES-BARTLESON	125.00
COSGRAVE COMPANY	FLAGS FOR CITY BUILDINGS	387.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2015-5-9	32.11
PETTY CASH - FINANCE	REIMB FOR PLUG-IN DOOR CHIME	15.25
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	65.95
		<u>\$ 1,292.09</u>

LIBRARY

AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, VIDEOS	1,518.06
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
DELL MARKETING L.P.	LAPTOPS-REIMB BY LIB FDN	8,724.90
INGRAM LIBRARY SERVICES	BOOKS	2,198.89
MAILFINANCE	LEASE PAYMENT-JUN TO SEP 2018	176.46
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	14.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-4	107.71
MFB HOLDINGS, LLC	COUNTERTOP SIGN HOLDER	73.24
NEOFUNDS BY NEOPOST	REFILL POSTAGE METER	600.00
OCLC INC	CATALOGING-MONTHLY	1,261.16
RECORDED BOOKS	BOOKS	14.17
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
SIRSI DYNIX	CONTRACT RENEWAL-APR 2018 TO MAR 2019	11,160.16
		<u>\$ 25,999.74</u>

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ADMINISTRATIVE SERVICES

AMAZON.COM, LLC	TIME CLOCK MOUNTS	1,499.90
IDEAL PURE WATER COMPANY	BOTTLED WATER	62.00
INTEGRATED REHAB	BACK SCREENS FOR SEASONALS	135.00
KAREN JACKSON	REIMB EXPENSES	359.37
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2015-5-9	24.82
OMAHA WORLD HERALD CO	LEGAL AD	9.43
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	72.66
UNITED STATES TREASURY	PCORI FEES-2017	628.57
UPS	OVERNIGHT POSTAGE FOR CHECKS	44.72
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	2,269.60
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		\$ 5,106.07

PUBLIC WORKS

E&A CONSULTING GROUP	PEDESTRIAN BRIDGE INSPECTION	1,215.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-018-5-9	8.96
NEBRASKA IOWA SUPPLY CO	FUEL	9,681.14
OMAHA WORLD HERALD CO	LEGAL ADS	30.75
SARPY CO REGISTER OF DEEDS	RELEASE OF EASEMENT	22.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	96.35
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	608.86
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		\$ 11,663.06

PARKS

AMAZON.COM, LLC	MINI WELD MODULE	161.64
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	803.00
CAMPGROUND AUTOMATION SYSTEMS	ON-LINE RESERVATION FOR CAMPGROUND-MAY 2018	550.00
CARROTHERS CONSTRUCTION CO, LLC	SWIMMING POOL RENOVATION-GILBERT	104,954.61
CARROTHERS CONSTRUCTION CO, LLC	SWIMMING POOL RENOVATION-CASCIO	336,825.00
EQUIPMENT TECHNOLOGIES, LLC	FORD F-550 BOOM TRUCK	46,160.40
HUGHES MULCH PRODUCTS	WOOD FIBER	1,600.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	159.69
MENARDS	LUMBER, SMOKE ALARMS, SUPPLIES	228.78
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-7	1,460.55
PAPILLION SANITATION	CODE DUMPSTER	156.89
PETTY CASH - FINANCE	TITLE FOR VEHICLE-PARKS	17.00
PRECISE MRM LLC	POOLED DATA	151.45
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	206.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	1,335.68
VOGEL WEST	PAINT SUPPLIES	77.79
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
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		\$ 494,861.95

RECREATION

BELLEVUE PRINTING COMPANY	SEASONALS TIME SHEETS	142.61
BSN SPORTS, LLC	SOFTBALLS	596.68
DILLONS CUSTOMER CHARGES	FIRST AID SUPPLIES	17.45
MARIA ELENA GOMEZ	REFUND DEPOSIT	300.00
MUSIC PERFORMANCE TRUST FUND	MUSIC IN THE PARK	1,850.00
NEVCO SPORTS, LLC	SCOREBOARD-BALDWIN FIELD	7,208.51
PETTY CASH - FINANCE	TITLE FOR VEHICLE-RECREATION	15.00

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CLAIMS FOR MAY 29, 2018

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RECREATION(cont'd)

PRIMA DISTRIBUTION	NEW POPCORN MACHINE	675.00
SUPERIOR LIGHT AND SIGN MAINTENANCE CO	WIRELESS SCOREBOARD PARTS	3,408.11
TONY FISCHER	REFUND T-BALL	33.00
TRIXY SCHMITZ	REFUND BASEBALL	35.00
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	50.18
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	37.94
WILLIAM C PLEASANTS	REFUND BOYS BASEBALL	35.00
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		\$ 14,404.48

BUILDINGMAINTENANCE

AMAZON.COM, LLC	PICTURE FRAMES	207.86
APOLLO REFRIGERATION & HEATING	AC MAINTENANCE-TRNG SITE	161.00
BIG RED LOCKSMITHS	CHANGE CYLINDER	40.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	269.11
CONTROL MANAGEMENT	REPLACE FIRE HOUSE FIELD CONTROLLER	3,570.00
ECHO GROUP, INC	LIGHT-DOWDING POOL	445.94
ELITE GLAZING SERVICES, INC	ADJUST GLASS WINDOW-PW	130.00
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	367.07
FISH WINDOW CLEANING	WINDOW CLEANING-OLD CITY HALL	183.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	27.25
JACKSON SERVICES, INC	DOOR MATS SERVICE-WALL ST	184.88
MENARDS	CLEANING SUPPLIES, PLUMBING SUPPLIES,	628.05
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-4	714.72
ODEYS FIELD EXPERTS	LINE STRIPER, DRAG FOR BALLFIELDS	3,514.70
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	533.36
OVERHEAD DOOR COMPANY	REPLACE SPRINGS-DIST 4	1,668.00
STANDARD HEATING & A/C	QUARTERLY MANTENANCE	135.47
SUPERIOR LIGHT AND SIGN MAINTENANCE CO	REPLACE LAMPS IN POLE LIGHTS	820.39
SUPPLYWORKS	JANITORIAL SUPPLIES	1,578.44
TRICO MECHANICAL SERVICES	STEAM CANISTER	1,679.15
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	24.22
WESTLAKE ACE HARDWARE	BATTERIES, MULCH, SUPPLIES	339.47
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		\$ 17,222.08

CEMETERY

MENARDS	AIR ACCESSORY KIT	19.99
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-4	89.57
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	50.18
UPS STORE	PRINTING RULES BOOKS	356.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	182.15
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		\$ 697.89

STREETS

3M	SHEETING, TRANSFER TAPE	2,108.28
ALL AMERICAN POLY	ORANGE TRASH BAGS	854.70
ASPEN EQUIPMENT CO	TRIP MOUNT BAR	3,456.00
CONCRETE SUPPLY, INC	CONCRETE	7,160.13
CONSOLIDATED CONCRETE	CONCRETE	1,404.00
DREF'S TREE SERVICE, INC	REMOVE, HAUL AWAY TREE	600.00
GENERAL TRAFFIC CONTROLS	TRAFFIC SIGNAL EQUIPMENT	1,617.26

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STREETS (cont'd)

HOTSY EQUIPMENT CO	HOSE, COUPLER	148.83
IDEAL PURE WATER COMPANY	BOTTLED WATER	64.00
MARTIN PRODUCTS SALES, LLC	OIL	360.50
MAX I WALKER	UNIFORM PURCHASE-D RUSH	41.99
MENARDS	LUMBER	191.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-4	632.15
OMNI	ASPHALT	808.01
PETTY CASH - FINANCE	TITLE FOR VEHICLES-STREETS	77.00
POWERPLAN	MONTHLY RENTAL OF F6 BREAKER	2,000.00
PRECISE MRM LLC	POOLED DATA	950.66
READY MIXED CONCRETE COMPANY	CONCRETE	12,930.34
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	196.98
UNITED SEEDS	SUPER TURF MIXTURE	292.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	2,425.12
VOGEL WEST	PAINT, GLASS BEADS	2,755.65
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SOCKETS, GLUE	17.98
WILES BROS. FERTILIZER	FERTILIZER	2,127.60
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		\$ 43,234.10

FLEET MAINTENANCE

911 CUSTOM, LLC	SIREN, LIGHTS FOR NEW BLDG	3,636.94
AA WHEEL & TRUCK SUPPLY, INC	LED CABLE AND PIN, SEAL	79.53
ALLIED OIL & TIRE COMPANY	OIL	373.96
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	1,488.81
BAUER BUILT	TIRES	1,331.18
BAXTER CHRYSLER DODGE JEEP	COOLER, SEAL, FILTERS, SHOCKS	2,182.27
BAXTER FORD	TURBO AND GASKETS-C670	1,871.15
CONSOLIDATED ELECTRICAL DIST	PLUGS	129.50
EDWARDS NISSAN KIA	WINDSHIELD BLADES	24.55
FACTORY MOTOR PARTS CO	PARTS, SEALS, WIPER BLADES	478.39
FARM PLAN	HP ULTRA ASSEMBLY	93.60
GCR TIRES & SERVICE	TIRES	130.64
HANSEN TRUCK SALVAGE	WHEEL	100.00
HOSE & HANDLING, INC	CENTER PUNCH CLAMP	18.82
INTERSTATE BATTERIES	BATTERIES	1,657.36
J & J SMALL ENGINE SERVICE	CUTTER HOUSING, BLADES	449.57
JACKS UNIFORMS & EQUIPMENT	CODE 3 LIGHT MODULE	203.65
JONES AUTOMOTIVE	NEW COMPRESSORS	184.15
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	29.34
KIMBALL MIDWEST	SCREWS	14.66
LIONS AUTOMOTIVE, INC	REPLACE HEADLINER -PI 7	250.00
MATHESON TRI-GAS INC	WELDING SUPPLIES	103.57
MENARDS	BATTERIES, HOOK, SUPPLIES	245.78
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-7	120.06
NAPA AUTO PARTS	BRAKE CABLE, FILTERS, SEALS, FITTINGS, OTHER PARTS	1,518.55
NEBRASKA ENVIRONMENTAL PRODUCTS	BEARINGS	149.44
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, PARTS	288.77
NMC EXCHANGE LLC	GASKET, LATCH	74.62

MINUTE RECORD

CLAIMS FOR MAY 29, 2018

PAGE 5

FLEET MAINTENANCE (cont'd)

OMAHA SLINGS	ALLOY COUPLING LINK	330.91
O'REILLY AUTOMOTIVE PARTS	ACETONE, FILTERS, BALL JOINTS	468.35
P&M HARDWARE	SWITCH	15.35
PRECISE MRM LLC	MAGNETIC ANTENNA, CABLE	243.29
RIVER CITY RECYCLING	MIXED TIRES	657.22
SERVICE EXPRESS CO	BEARING PACKER	479.55
STATE STEEL	GALVANIZED SHEET	68.17
SUPERIOR SIGNALS	LED WORK LIGHT BAT	318.00
TOOL SHED	IMPACT UNIVERSAL JOINT	76.38
TOYNE, INC	OUTSIDE DOOR HANDLES-ENG 1	1,230.33
TURFWERKS	CLUTCH SWITCH	76.22
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	69.74
UPS STORE	FREIGHT FOR RETURN PART	52.15
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	272.88
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WESTLAKE ACE HARDWARE	SCREWS	3.39
WOODHOUSE FORD SOUTH	BEARING ASSY, SEALS, PUMP ASSY, GASKETS, OTHER PARTS	1,120.54
		<hr/>
		\$ 22,788.73

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEE-APR 2018	154,393.89
		<hr/>
		\$ 154,393.89

PLANNING

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-9	8.10
		<hr/>
		\$ 8.10

PERMITS & INSPECTIONS

AMAZON.COM, LLC	OFFICE SUPPLIES	18.02
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2015-5-9	10.80
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	201.28
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	735.90
		<hr/>
		\$ 966.00

POLICE/CODE ENFORCEMENT

ALLISON EVANS	REIMB TRAINING EXPENSES	311.70
AMAZON.COM, LLC	CABLE, SCANNERS, COMPUTER SUPPLIES, CHAIR MATS	2,206.42
AUTO BODY AUTHORITY	TOW CHARGE	80.00
AXON INTERPRISE, INC	TASER MAINTENANCE-2 YEARS	2,376.00
BANK OF THE WEST	SUBPEONA FEE	96.00
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BLDG-JUNE 2018	1,200.00
COMPCHOICE OCCUPATIONAL HEALTH	DRUG SCREEN	490.11
CORNHUSKER STATE INDUSTRIES	K9 TACTICAL VEST	225.00
DIGITAL INTELLIGENCE, INC	ULTRABLOCK FOR CYBER CRIMES	1,177.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-MAY 2018	649.99
FEDERAL EXPRESS CORPORATION	FREIGHT CHARGES	54.92
FIRST NATIONAL BANK OF OMAHA	SUBPEONA FEE-CASE 18013921	64.20
GREAT PLAINS UNIFORMS	UNIFORM- P RIEPLE	294.50

MINUTE RECORD

CLAIMS FOR MAY 29, 2018

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POLICE/CODE ENFORCEMENT (cont'd)

GT DISTRIBUTORS, INC	HELMETS FOR SWAT	779.75
INDOFF	OFFICE SUPPLIES	524.93
J P COOKE COMPANY	NOTARY STAMPS	63.70
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2015-5-9	197.14
NATIONAL ASSOCIATION OF SCHOOL	RENEW NASRO MEMBERSHIP-2018	40.00
NATIONAL ASSOCIATION OF TOWN WATCH	NATIONAL NIGHT OUT T-SHIRTS	1,487.00
PETTY CASH - FINANCE	TITLE FOR MOTORCYCLES, EVIDENCE SUPPLIES	119.34
PM AM CORPORATION	ALARM FEES-APR 2018	3,540.00
SECRETARY OF STATE	NOTARY BONDS-BRYL, BEES	60.00
SETCOM CORP	WIRELESS MICS	1,878.85
SHELL SUPER STORE	CRUISER WASH	7.50
SPARTAN NASH STORES, LLC	SUPPLIES	15.00
SPRINT	MONTHLY SERVICE	125.22
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	3,593.61
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	13,362.04
WOODHAVEN COUNSELING ASSOCIATION	TESTING FOR NEW HIRE	365.00
		\$ 35,384.92

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	31.47
AMAZON.COM, LLC	OFFICE SUPPLIES	83.04
ARROW INTERNATIONAL	MEDICAL SUPPLIES	2,516.48
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	5,862.94
CAROLYN CHRISTENSEN	REIMB AMBULANCE PAYMENT	171.12
CHAD DAVIDSON	TOWER OPERATOR INSTRUCTOR	90.00
DONALD GIFFORD	REIMB FOR PREBUILD MEETING FOR MEDIC UNIT	160.40
ED M FELD EQUIPMENT CO	SCBA REPAIR	455.41
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	878.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	127.50
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-4	3,054.68
SHARI LENTSCH	REIMB FOR PREBUILD MEETING FOR MEDIC UNIT	149.56
SHRED-IT USA	DOCUMENT SHREDDING SERVICE	144.00
TRICARE	REFUND AMBULANCE PAYMENT	94.51
TRICARE WEST REGION	REIMB FOR P HIRACHETA	397.94
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	904.46
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	6,478.33
WESTLAKE ACE HARDWARE	SUPPLIES	62.45
		\$ 21,662.29

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-APR 2018	1,164.15
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-MAY 2018	1,650.00
METRO AREA TRANSIT	MAT SERVICE-MAR 2018, 2186 MILES	4,560.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2015-5-9	97.16
NE-DEPARTMENT OF REVENUE	APR 2018 - LODGING TAX	685.33
NE-DEPARTMENT OF REVENUE	APR 2018 - SALES TAX	1,120.26
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JUNE 2018	12,796.61
		\$ 22,073.51

MINUTE RECORD

CLAIMS FOR MAY 29, 2018

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INFORMATION TECHNOLOGY

AMAZON.COM, LLC	COMPUTER SUPPLIES	336.77
DIVERSIFIED TELECOM SERVICES, INC	RELAMP JFK SIRENS	1,250.00
INSIGHT PUBLIC SECTOR	VERITAS BACKUP	1,652.94
MNJ TECHNOLOGIES PUBLIC SECTOR	MERAKI ACCESS AND LEASE	664.00
MOTOROLA SOLUTIONS, INC	EARPIECES	622.56
ONE CALL CONCEPTS	LOCATES FOR IT	0.75
TJ CABLE	LOCATES	550.00
WESTLAKE ACE HARDWARE	SUPPLIES	27.94
		<hr/>
		\$ 5,104.96

WASTEWATER

AMAZON.COM, LLC	FLASH DRIVES	28.99
CITY OF OMAHA	DECOMMISSION OLD LIFT STATION	140,569.00
CUMMINS CENTRAL POWER	REPLACE BATTERY	211.96
ED WISSIG	REIMB FOR CDL LICENSE	57.50
MENARDS	ELECTRICAL SUPPLIES, MORTAR	324.99
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-5-7	367.06
NAPA AUTO PARTS	MIRROR, TOOL	100.83
OMAHA WINWATER WORKS COMPANY	MANHOLE RISERS, RINGS	5,025.44
SCHIMBERG CO	PIPE	98.32
U.S. CELLULAR	MONTHLY SERVICE-APR 2018	501.20
U.S. CELLULAR	MONTHLY SERVICE-APR 2018 FONTENELLE	227.44
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-APR 2018	975.08
WESTLAKE ACE HARDWARE	SUPPLIES	35.35
		<hr/>
		\$ 148,523.16

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTING FEE-APR 2018	2,747.25
BELLEVUE JR SPORTS ASSOCIATION	B17-SCHOLARSHIP PROGRAM	900.00
HEARTLAND FAMILY SERVICE	B17-HOUSING NAVIGATOR PROGRAM	921.69
LIFT UP SARPY COUNTY	SARPY CASA VISITATION CENTER	3,444.25
OMAHA WORLD HERALD CO	PUBLIC HEARING AD	25.01
SARPY CO REGISTER OF DEEDS	DEED OF RECONVEYANCE	22.00
		<hr/>
		\$ 8,060.20

BELLEVUE CITY MUNICIPAL BUILDING-1500 WALL ST

ALL MAKES OFFICE EQUIPMENT CO	FURNITURE FOR THE NEW BUILDING	51,687.21
ALL MAKES OFFICE EQUIPMENT CO	WITHHOLD AMOUNT FOR FIXES	(10,000.00)
SIGNWORKS, INC	MAKE, INSTALL INTERIOR SIGNS	2,880.00
		<hr/>
		\$ 44,567.21

TOTAL CLAIMS FOR MAY 29, 2018 \$ 1,113,697.95

TOTAL PAYROLL FOR MAY18, 2018 \$912,531.11

7a
5.29.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	05/29/18	AGENDA ITEM TYPE:	
SUBMITTED BY: Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input checked="" type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Application of Charlie T. Marco & CTMARCO Inc., dba "Chandler Bar," for a Class "I" liquor license to sell beer, wine, and distilled spirits, on sale only, at 2617 Chandler Road West, in Bellevue and for Mr. Charlie T. Marco as Manager.

SYNOPSIS:

This location currently has a Class I license under The Crook Inc., dba "Chandler Inn"

FISCAL IMPACT:

Yearly licensing fees of \$765

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

See attached Police and Planning reports.

BACKGROUND:

See attached reports and application.

ATTACHMENTS:

1 Clerk's Report

2 Police Report

3 Planning Report

4 Application

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

n/a

n/a

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Charlie T. Marco & CTMARCO, Inc., dba "Chandler Bar"

LOCATION/ADDRESS: 2617 Chandler Road West, Bellevue 68147

REQUESTED ACTION: Recommendation for Approval of a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 2617 Chandler Road W in Bellevue, **AND** for Charles Marco as manager. Location previously had a Class "I" license under The Crook, Inc., dba "Chandler Inn"

DATE APPLICATION RECEIVED: 5/3/18

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 6/18/18

DATE ADVERTISED (not less than 7 nor more than 14 days): 5/13/18

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 1

Class B (Beer off sale only): 1

Class C (Alcoholic liquor, on and off sale): 23

Class D (Alcoholic liquor, off sale only): 24

Class I (Alcoholic liquor on sale only): 31

(including the current license for Chandler Inn)

Class K (Catering License with Class B, C or D license): 4

Class X (Wholesale Liquor) 1

TOTAL 85

POLICE REPORT

Sgt. Victor B. 9-3-18

**LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT**

DATE OF CITY COUNCIL PUBLIC HEARING: 05-29-18

DATE REPORT DUE TO CITY CLERK: 05-23-18 by 2:00 p.m.

APPLICANT: Charlie T. Marco & CTMARCO Inc. dba Chandler Bar

ADDRESS: 2617 Chandler Road West, Bellevue 68147

REQUESTED ACTION: Recommendation for approval of a Class "I" liquor license to sell beer, wine, and distilled spirits, On-Sale Only, at 2617 Chandler Road West, Bellevue.

BACKGROUND: The Crook, Inc. has sold their business to CTMARCO Inc. The Nebraska Liquor Control Commission has issued a TOPS to allow the bar to be open while this application is in process.

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

IS THIS LOCATION WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION? Yes

EXISTING ZONING: BG (General Business)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial

IS THE CURRENT USE NON-CONFORMING? No **EXPLANATION:**

ADJACENT LAND USE AND ZONING:

NORTH: Single Family Residential, RS-72 and ML

SOUTH: Commercial, BG

EAST: Commercial, BG

WEST: Commercial, BG

DISTANCE FROM SCHOOL (if applicable): n/a

DISTANCE FROM COLLEGE (if applicable): n/a

DISTANCE FROM CHURCH (if applicable): n/a

APPLICATION FOR LIQUOR LICENSE CHECKLIST - RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

<p><i>TOP Approved</i></p> <p>RECEIVED</p> <p>APR 17 2018</p> <p>NEBRASKA LIQUOR CONTROL COMMISSION</p>		<p><i>put in only code and notes</i></p>
Hot List: YES <input type="radio"/> NO <input checked="" type="radio"/>	New/Replacing # <u>110687</u> ✓	
Class Type <u>I</u>	122584	Initial <u>JM</u>

Applicant name Charlie T. Marco and CTMARCO, Inc.

Trade name Chandler Bar

Previous trade name Chandler Bar

Contact email address sanchezmichelledeb@gmail.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

*no crim hist
reported on
application*

*no 147 submitted
↓
submitted 4-23-18*


*entered into CI
on 4-22-18*

Ag Report - 4-22-18

Fm Report -

NSP Report -

Local Report -

Office use only	PAYMENT TYPE <u>CK 1073</u>	 1800004278
AMOUNT: <u>400</u>		
Received: <u>JM</u>		

1. X Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application. *ON FILE*
2. X Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. X Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. X If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. X If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. X If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. X Enclose a list of any inventory or property owned by other parties that are on the premises.
9. X For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance *- ON FILE*
10. X Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. X Submit a copy of your business plan.

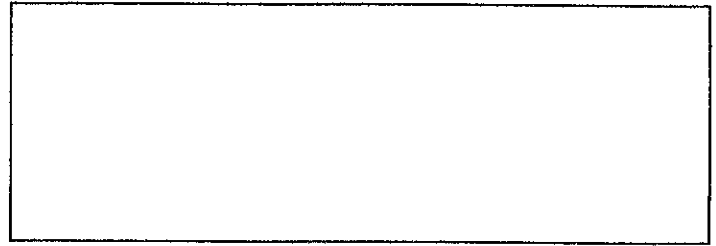
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

X Charlie Marco
Signature

4-15-18
Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/



CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEE

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- ☐ A BEER, ON SALE ONLY
☐ B BEER, OFF SALE ONLY
☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
☒ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
☐ AB BEER, ON AND OFF SALE
☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert 1 FORM 104)
☐ Partnership License (requires insert 2 FORM 105)
☒ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
☐ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

NAME AND ADDRESS OF THE APPLICANT (PLEASE PRINT FULL NAME AND ADDRESS)
Name _____ Address _____
City _____ State _____ Zip _____

Name _____ Phone number: _____

Firm Name _____

GENERAL INFORMATION

Trade Name (doing business as) Chandler Bar

Street Address #1 2617 Chandler road west

Street Address #2 _____

City Bellevue

County Sarpy

Zip Code 68147

Premises Telephone number (402) 734-2520

Business e-mail address sanchezmichelledeb@gmail.com

Is this location inside the city/village corporate limits:

YES

x

NO

Mailing address (where you want to receive mail from the Commission)

Name Chandler Bar

Street Address #1 2617 Chandler Road West

Street Address #2 _____

City Bellevue

State Nebraska

Zip Code 68147

PREMISES DIMENSIONS

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the **direction north** and **number of floors** of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building length 58 x width 38 in feet

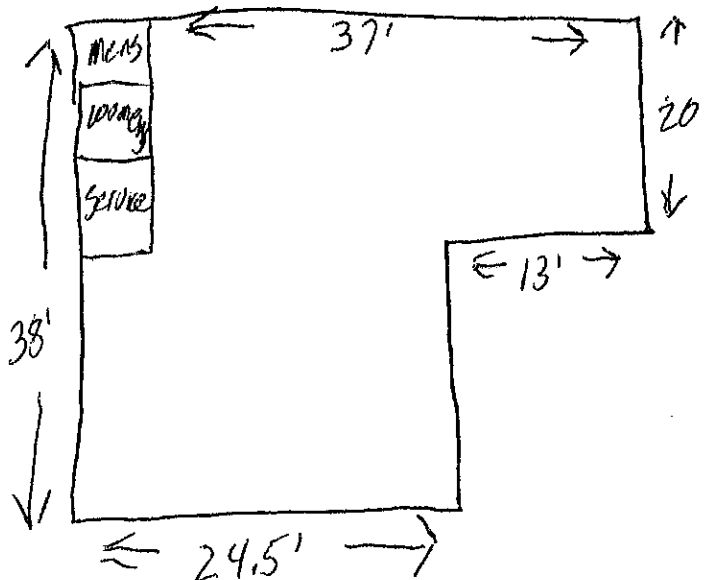
Is there a basement? Yes _____ No x

Is there an outdoor area? Yes _____ No x

If yes, length _____ x width _____ in feet

If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



one story
building 38x60

4-23-18
see attached
diagram for
updated diagram

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES ☒ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Are you buying the business of a current retail liquor license?

☒ YES ☐ NO

If yes, give name of business and liquor license number Chandler Bar #110687

a) Submit a copy of the sales agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

☒ YES ☐ NO

If yes, give name and license number Chandler Bar #110687

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

☒ YES ☐ NO

If yes:

a) Attach temporary operating permit (TOP) (Form 125)

b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

☐ YES ☒ NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☐ YES ☒ NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☒ YES ☐ NO

If yes, list such item(s) and the owner. pool tables and arcade games - Nebraska Technical

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177(1))

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Bank of The West. Charlie T. Marco

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Pharaohs Bar And Grill 910 fort crook road south, Bellevue, NE #122370

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

x Lease: expiration date June 30th 2021
 _____ Deed
 _____ Purchase Agreement

14. When do you intend to open for business? April 25th 2018

15. What will be the main nature of business? Bar and Grill

16. What are the anticipated hours of operation? 11:00 a.m. to 1:00 a.m.

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Omaha	1957	present			

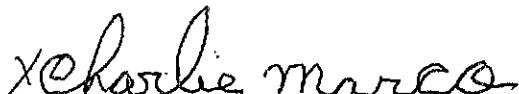
If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant

Signature of Spouse

✓
Charlie T. Marco

Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska

County of Sarpy

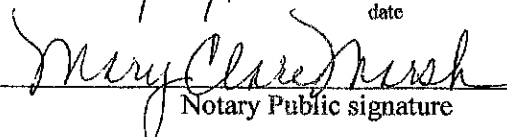
4/15/18
date

by

The foregoing instrument was acknowledged before me this

Charlie T. Marco

name of person(s) acknowledged (individual(s) signing)


Notary Public signature

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 26, 2021

**APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

APR 17 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation

Name of Registered Agent: Ryan J. Lewis

Name of Corporation that will hold license as listed on the Articles

CTMARCO, Inc.

Corporation Address: 2025 Bancroft Street

City: Omaha State: NE Zip Code: 68105

Corporation Phone Number: 402-734-2520 Fax Number: _____

Total Number of Corporation Shares Issued: 10,000

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Marco First Name: Charlie MI: T

Home Address: 2025 Bancroft Street City: Omaha

State: NE Zip Code: 68105 Home Phone Number: 402-660-9913

Charlie Marco

Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska
County of Sarpy

Date 4/15/18

Mary Clare Marsh

The foregoing instrument was acknowledged before me this

by Charlie T. Marco

name of person acknowledged

Affix Seal

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 26, 2021

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Marco First Name: Charlie MI: T

Social Security Number _____ Date of Birth: _____

Title: President Number of Shares 10,000

Spouse Full Name (indicate N/A if single): Debra L. Marco * spouse

Spouse Social Security Number _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Signed

Is the applying corporation controlled by another corporation/company?

☐ YES

☒ NO

If yes, complete controlling corporation insert form 185

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January

Ending Date: December

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID # _____

Articles

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

CTMARCO, INC.

**incorporated on January 17, 2018 and is duly incorporated under the law of
Nebraska;**

**that no occupation taxes due from and assessable against the Corporation are
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the
Corporation to the Secretary of State has become delinquent;**

that Articles of Dissolution have not been filed.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

April 10, 2018



John A. Gale
Secretary of State

Articles

Page 1

NE Sec of State John A. Gale CORP - AP
9000327123 - Page 1 of 2
CTMARCO, INC.
Filed: 01/17/2018 11:23:56 AM

ARTICLES OF INCORPORATION OF CTMARCO, INC.

The undersigned acting as the incorporator of a corporation under the Nebraska Model Business Corporation Act, *Neb. Rev. Stat. §21-201 to §21-2,232*, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation shall be: CTMARCO, Inc.

ARTICLE II

The aggregate number of shares which this corporation shall have authority to issue is **10,000** shares, having a par value of **\$1.00** each, all of which shall be common stock.

ARTICLE III

Shareholders of the corporation shall have preemptive rights.

ARTICLE IV

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take action as a director except for liability (i) for the amount of a financial benefit received by a director to which he or she is not entitled; (ii) for intentional infliction of harm on the corporation or its shareholders; (iii) for any intentional violation of criminal law.

ARTICLE V

The corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation in the manner now and hereafter permitted by law, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE VI

The address of the corporation's initial registered office is: 10404 Essex Court, #100, Omaha, Douglas County, Nebraska 68114; and the name of the initial registered agent at such address shall be: Ryan J. Lewis.

ARTICLE VII

The name and street address of the incorporator is as follows: Ryan J. Lewis, 10404 Essex Court, #100, Omaha, Douglas County, NE

DATED this 16 day of January, 2018.


INCORPORATOR

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

APR 17 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

✓ Name of Corporation/LLC: CTMARCO, Inc.

Premise information

✓ Liquor License Number: New application Class Type (if new application leave blank)

Premise Trade Name/DBA: Chandler Bar

Premise Street Address: 2617 Chandler Road West

City: Bellevue County: Sarpy Zip Code: 68147

Premise Phone Number: (402) 734-2520

Premise Email address: sanchezmichelledeb@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

✓ X Charlie Marco

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

BC
Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Marco First Name: Charlie MI: T

Home Address: 2025 Bancroft Street

City: Omaha County: Douglas Zip Code: 68108

Home Phone Number: 402-660-9913

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Omaha, NE

Email address: Sanchez michelle Deb@gmail.com

Are you married? If yes, complete spouse's information (Even if a spouse affidavit has been submitted)

☒ YES

☐ NO

*SPOUSE

Spouse's Information

Spouses Last Name: Marco First Name: Debra MI: L

Social Security Number _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: Omaha, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	1957	present	Omaha, NE	1959	2016
			Bellevue	2016	pres

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1988	present	Kiewit	Dale Ludwick	402-271-2813
1979	1988	Self-employed handyman	self	402-660-9913

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☐ YES ☒ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☒ YES ☐ NO

IF YES, list the name of the premise(s):

Pharaohs Bar And Grill lic # 122370

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

✓ *NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

on file

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

✓ Charlie Marco
Signature of Manager Applicant

* Spouse
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this

4/15/18
date

by Charlie T. Marco

NAME OF PERSON BEING ACKNOWLEDGED

Mary Clare Marsh
Notary Public signature

Affix Seal

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 28, 2021

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

APR 17 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

☒ I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

☐ I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

✓ Debra L. Marco
Signature of **NON-PARTICIPATING SPOUSE**

Debra L. Marco

Print Name

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me

✓ this 14, April, 2018 (date)

by DEBRA L. MARCO

Name of person acknowledged
(Individual signing document)

Charlie Marco
Signature of **APPLICANT**

✓ **Charlie Marco**

Print Name

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me

✓ this 14, April, 2018 (date)

by Charlie Marco

Name of person acknowledged
(Individual signing document)

✓ Mary Clare Marsh
Notary Public Signature

Viewed D.L.

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 26, 2021

✓ Mary Clare Marsh
Notary Public Signature

Viewed D.L.

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 26, 2021

RECEIVED

Purchase agreement for Chandler Bar

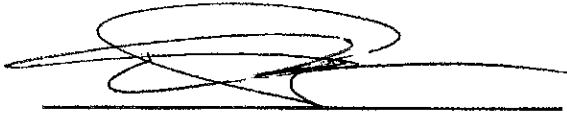
APR 17 2018

#2

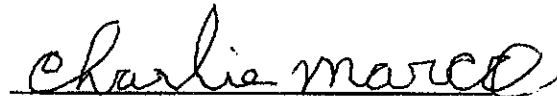
NEBRASKA LIQUOR
CONTROL COMMISSION

I Daris Peterson and The Crook Inc. on this day April 15th, 2018 agree to sell to Charlie Marco and CTMARCO Inc the Bar Known as Chandler Bar located at 2617 Chandler Road West. Purchase price for the establishment including all inventory, fixtures and equipment is \$20,000.

This agreement is contingent on CTMARCO Inc. receiving a valid Nebraska liquor licence.

A stylized, cursive signature of Daris Peterson, written in black ink, positioned above a horizontal line.

Daris Peterson (Seller)

A cursive signature of Charlie Marco, written in black ink, positioned above a horizontal line.

Charlie Marco (Buyer)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

7a.1
5.29.18

COUNCIL MEETING DATE:	05/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION	
		LIQUOR LICENSE	✓
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

SUBJECT:

CTMARCO Inc., dba "Chandler Bar " - Application to operate as a Keno Satellite

SYNOPSIS:

Only locations with liquor licenses can be keno satellites. This bar has changed hands and the keno information needs to be updated.

FISCAL IMPACT:

\$\$\$\$ Community Betterment Funds \$\$\$\$

BUDGETED ITEM: ☐ YES ☐ NO
IF NO, EXPLAIN:

GRANT/MATCHING FUNDS ☐ YES ☐ NO
IF YES, %, \$, EXPLAIN:

n/a

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approval of Application

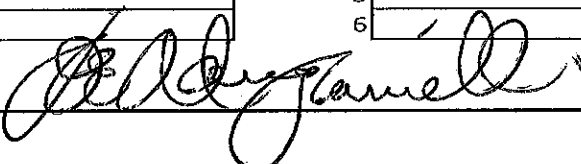
BACKGROUND:

ATTACHMENTS:

1	Application	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

n/a



Nebraska Schedule II - County/City Lottery Sales Outlet Location Application

Form 50G
Schedule II

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

1 Nebraska ID Number of County, City, or Village 323357	Please Do Not Write In This Space
2 County, City, or Village Name on Form 50G Bellevue	

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number 1323660	4 Federal ID or Social Security Number 82-4039196	5 Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Report Changes <input type="checkbox"/> Cancel
Business Name and Location Address Name: CT MARCO INC Trade Name of Business (If Different Than Above): Chandler Bar Street Address: 2617 Chandler Ave West City: Bellevue State: NE Zip Code: 68147		Business Name and Mailing Address Business Name: CT Marco Inc Street or Other Mailing Address: 2025 Bancroft St City: Omaha State: NE Zip Code: 68108
6 Type of Ownership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Domestic Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Nonprofit Corporation or Organization <input type="checkbox"/> Partnership <input type="checkbox"/> Foreign Corporation <input type="checkbox"/> Domesticated Corporation <input type="checkbox"/> Other		7 Location Type <input checked="" type="checkbox"/> Keno Satellite <input type="checkbox"/> Keno Independent Game

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

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

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
	Charlie Marco 2025 Bancroft Omaha NE 68108		100%

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No If Yes, see instructions.

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

☐ Yes ☐ No If Yes, see instructions.

- 11 Has each of the individuals listed in line 8 above complied with the instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?

☐ Yes ☐ No (See What Must Be Filed instructions)

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

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

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

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

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

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

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

sign
here

Charlie Marco

PRES

4-18-18

402-660-9913

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

Title

Date

Daytime Phone Number

Name of Person to Contact Regarding This Application:

Name

Title

Daytime Phone Number

Authorization - Signature of Governing Official

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

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

sign
here

Authorized Signature

Title

Date

Daytime Phone Number

Retain a copy for your records.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

76
5.29.18

COUNCIL MEETING DATE:	05/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Sabrina Ohnmacht, City Clerk	SPECIAL PRESENTATION		
	LIQUOR LICENSE	<input checked="" type="checkbox"/>	
	ORDINANCE		
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS		
	OTHER (SEE CLERK)		

SUBJECT:

The Crook Inc., dba "Pharaoh's Bar and Grill " - Application to operate as a Keno Satellite

SYNOPSIS:

Only locations with liquor licenses can be keno satellites. This bar has changed hands and the keno information needs to be updated.

FISCAL IMPACT:

\$\$\$\$ Community Betterment Funds \$\$\$\$

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

n/a

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approval of Application

BACKGROUND:

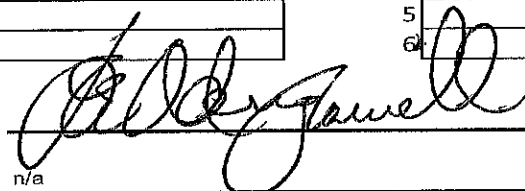
ATTACHMENTS:

1	Application
2	
3	

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

n/a



Nebraska Schedule II - County/City Lottery Sales Outlet Location Application

Form 50G
Schedule II

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

1 Nebraska ID Number of County, City, or Village

323357

Please Do Not Write In This Space

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

Bellevue

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number

021-011148063

4 Federal ID or Social Security Number

46-2623582

5 Type of Application:

☒ New ☐ Renewal ☐ Report Changes ☐ Cancel

Business Name and Location Address

Name

The Cook Inc.

Trade Name of Business (If Different Than Above)

Pharaohs Bar and Grill

Street Address

910 West Creek Rd S.

City

Bellevue NE

State

Zip Code

68005

County

Smyth

Business Name and Mailing Address

Business Name

Street or Other Mailing Address

City

State

Zip Code

Nebraska Liquor License Number

6 Type of Ownership

☐ Sole Proprietorship

☒ Domestic Corporation

☐ Limited Liability Company

☐ Nonprofit Corporation or Organization

☐ Partnership

☐ Foreign Corporation

☐ Domesticated Corporation

☐ Other

7 Location Type

☒ Keno Satellite

☐ Keno Independent Game

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

8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

a. If a sole proprietorship, list the individual owner.

b. If a partnership, list each partner and spouse.

c. If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.

d. If a limited liability company, list each member and spouse.

e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.

(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
	JANIS PETERSON 7405 S 18th St Bellevue NE 680047		100%

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No If Yes, see instructions.

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

☐ Yes ☒ No If Yes, see instructions.

11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?

☒ Yes ☐ No (See What Must Be Filed instructions)

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

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

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

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

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

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

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

sign
here

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

Title

Date

Daytime Phone Number

Name of Person to Contact Regarding This Application:

Name

Title

Daytime Phone Number

Authorization-Signature of Governing Official

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

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

sign
here

Authorized Signature

Title

Date

Daytime Phone Number

Retain a copy for your records.

7c
5.29.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	05-29-18	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input checked="" type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Application of Fraternal Order of Eagles #3912 for Special Designated Liquor Licenses

SYNOPSIS:

The Fraternal Order of Eagles #3912 would like to be able to sell beer, wine, and distilled spirits during "Open Air Fests" behind 209 West Mission Avenue, on June 16th from 4:00 p.m. to 12:00 a.m., July 28th from 4:00 p.m. to 12:00 a.m., and August 18th from 12:00 p.m. to 12:00 a.m.

FISCAL IMPACT:

One Day License Fee -- \$40.00 per event

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

The Police have reviewed the application and given feedback (see attached). Request Council approval.

BACKGROUND:

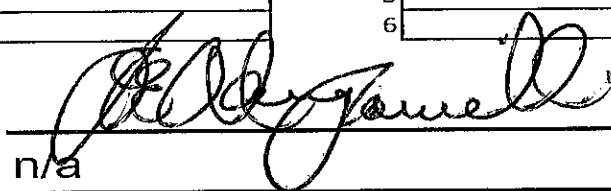
Special Designated Liquor License (SDLs) Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

ATTACHMENTS:

1	Application	4	
2	Police Report	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

n/a

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

FRATERNAL ORDER OF EAGLES #3912

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

209 WEST MISSION AVE BELLEVUE, NE 68005

Retail Liquor License Address or Non-Profit Business Address

47-0623453

Retail License Number or Non-Profit Federal ID #

Event Date(s): JUNE 16TH JULY 28TH AUG 18TH

Event Start Time(s): 4 PM 4 PM 12 NOON

Event End Time(s): 12 MIDNIGHT 12 MIDNIGHT 12 MIDNIGHT

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: BELLEVUE EAGLES #3912

Event Street Address/City: 209 WEST MISSION AVE BELLEVUE, NE 68005

Indoor area to be licensed in length & width: X

Outdoor area to be licensed in length & width: 75' X 60' (Diagram Form #109 must be attached)

Type of Event: OPEN AIR FEST Estimate # of attendees: 300

Type of alcohol to be served: Beer X Wine X Distilled Spirits X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: DAVID HODGES Event Contact Phone Number: 402-660 4549

Event Contact Email: hodgeshut@hotmail.com

*Signature Authorized Representative: David Hodges

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

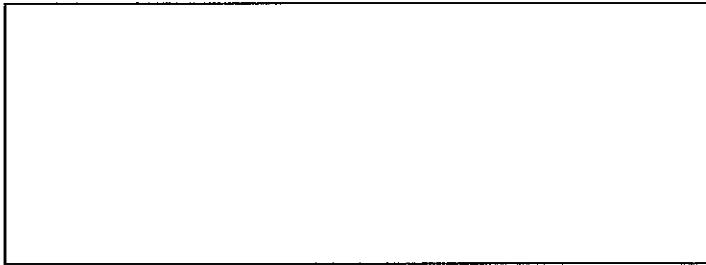
The local governing body for the City of OR County of approves the
issuance of a Special Designated License as requested above.

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

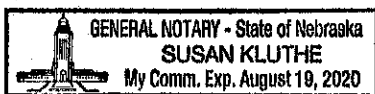
FRATERNAL Order of Eagles
NAME OF CORPORATION

47-0623453
FEDERAL ID NUMBER

David Hodge Vice President
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT; IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 16th DAY OF May, 2018.



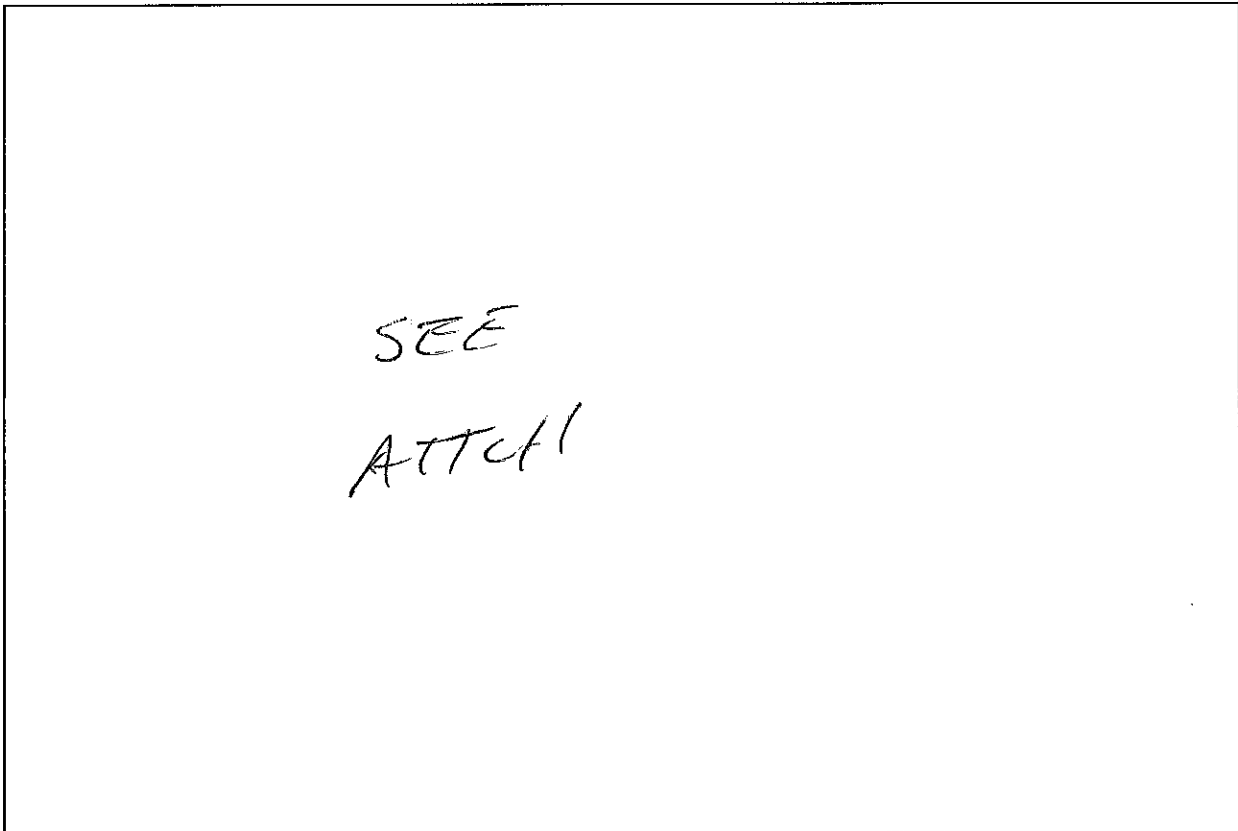
Susan Kluthe
NOTARY PUBLIC SIGNATURE & SEAL

OUTDOOR AREA DIAGRAM

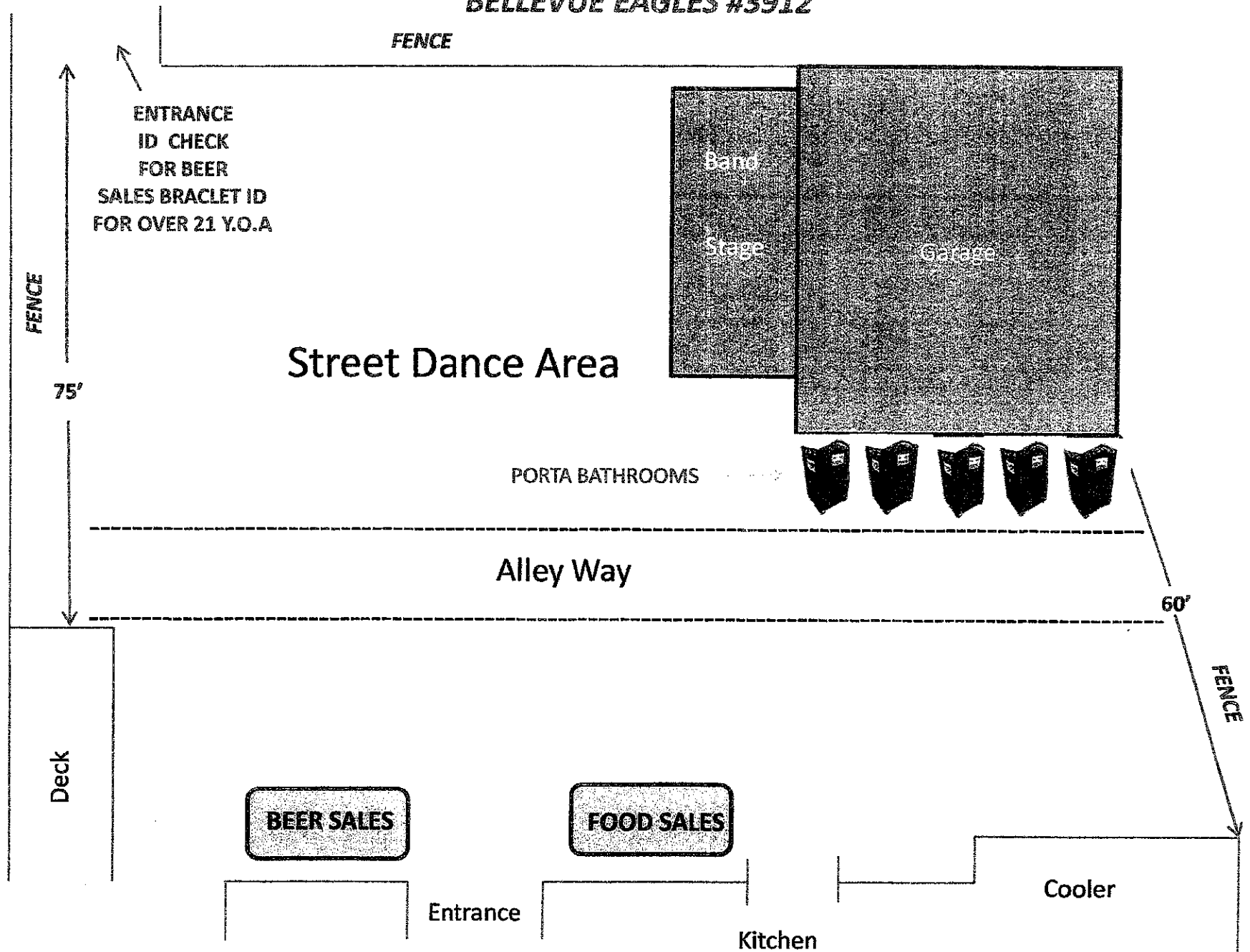
HOW AREA WILL BE PATROLLED ID Check at Entry, Security personnel, WRIST BAND FOR 21 AND OVER

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDE LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



BELLEVUE EAGLES #3912



Form # 109

**APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE**

POLICE REPORT

DATE OF COUNCIL MEETING: 5-29-18 Due to City Clerk: 5-23-18 by 2:00

APPLICANT: Fraternal Order of Eagles #3912 dba Eagles Club

LOCATION/ADDRESS: 209 West Mission Avenue, Bellevue

REQUESTED ACTION: Request approval for a Special Designated Liquor License to sell beer, wine, and distilled spirits in a beer garden area behind the club on June 16th from 4:00 P.M. to 12 A.M., on July 28th from 4:00 p.m. to 12 a.m. and on August 18th from 12 p.m. to 12 a.m.

Contact Person: David Hodges

Phn #: 402.660.4549

COMMENTS:

Approved

Sgt. Tim Dg *5-29-18*

Sabrina Ohnmacht

From: Bobby Riggs
Sent: Wednesday, May 23, 2018 10:41 AM
To: Sabrina Ohnmacht
Subject: RE: Eagles

No.
No known conflicts with those dates.

Bobby Riggs
Street Superintendent
City of Bellevue
Office: (402) 293-3126
Fax: (402) 293-3077
E-mail: Bobby.Riggs@bellevue.net

From: Sabrina Ohnmacht
Sent: Wednesday, May 23, 2018 8:51 AM
To: Bobby Riggs
Subject: Eagles

Bobby,

Do you foresee any issues with the Eagles closing off the alley , as pictured, for their events?

Please advise.

Thank you!
Sabrina

Sabrina Ohnmacht, CMC
City Clerk

City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Phone 402.293.3007
Fax 402.293.3068
sabrina.ohnmacht@bellevue.net
please note new street address

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

9a
5.29.18

COUNCIL MEETING DATE:	May 14, 2018	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	<input checked="" type="checkbox"/>
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

SUBJECT:

Sale of City surplus property just south of 1311 Bluff Street

SYNOPSIS:

Selling City real estate must be done by Ordinance with a right of remonstrance

FISCAL IMPACT:

\$3,200 of revenue less legal expenses

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approve

BACKGROUND:

Jason Limpach and Makala Limpach live at 1311 Bluff Street and desire additional ground just south of their property which is known as the Bellevue Commons. Originally, the area was reserved for the power lines going to the Kramer plant. The power lines are now inactive. To build on this parcel, Limpach's will need to replat it with their existing lot.

ATTACHMENTS:

1	Ordinance
2	Purchase Agreement
3	

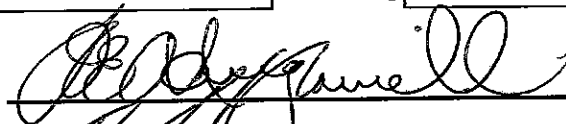
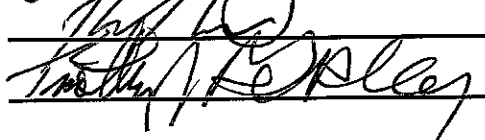
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

ORDINANCE NO. 3905

AN ORDINANCE PROVIDING FOR THE SALE OF CERTAIN REAL ESTATE, SAME BEING DESCRIBED IN SECTION 1 OF THIS ORDINANCE; DIRECTING THE CONVEYANCE OF SUCH REAL ESTATE, AND THE MANNER AND TERMS THEREOF, AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. The City is the owner of certain real property, which is by this ordinance declared surplus. The legal description of the real property is as follows:

PART OF BELLEVUE COMMONS LOCATED IN THE NORTHWEST ¼ SEC. 31, T14N, R14E, SARPY COUNTY, NEBRASKA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, THE CITY OF BELLEVUE;

THENCE N85°16'52"E (ASSUMED BEARING), 208.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1; THENCE S04°33'36"W, 41.38 FEET TO A POINT ON THE NORTH LINE OF LOT 1, BLAHA'S ACRES; THENCE S89°15'05"W, 210.55 FEET ALONG SAID N05°52'54"E, 61.45 FEET TO THE POINT OF BEGINNING.

DESCRIBED TRACT CONTAINS 10,730 SQUARE FEET, MORE OR LESS.

Section 2. The City has received a purchase agreement regarding the property from Jason Limpach and Makala Limpach, proposing to purchase said property for Three Thousand Two Hundred and No/100 Dollars (\$3,200.00). A copy of the purchase agreement is attached hereto and by this reference incorporated herein.

Section 3. That on the ____ day of _____ 2018, the City Council of Bellevue conducted a regularly scheduled public hearing at which it considered the offer.

Section 4. That said land shall be sold to Jason Limpach and Makala Limpach, or their assigns pursuant to the terms and conditions contained in the attached purchase agreement.

Section 5. This Ordinance shall become effective upon passage and publication according to law, and upon failure of remonstrance, the cash price shall be paid and the City shall execute and deliver a warranty deed to Jason Limpach and Makala Limpach, or their assigns, according to the terms of the purchase agreement.

PASSED AND ADOPTED this ____ day of _____ 2018.

ATTEST:

CITY OF BELLEVUE, NEBRASKA

Sabrina Ohnmacht, City Clerk

Rita Sanders, Mayor

APPROVED AS TO FORM:

Patrick J. Sullivan, City Attorney

1st Reading: 5-14-18

2nd Reading: _____

3rd Reading: _____

PURCHASE AGREEMENT

April 4, 2018

The undersigned, hereinafter referred to as "Buyer", agrees to purchase the property described as follows:

1. Legal Description:

PART OF BELLEVUE COMMONS LOCATED IN THE NORTHWEST ¼ SEC. 31, T14N, R14E, SARPY COUNTY, NEBRASKA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, THE CITY OF BELLEVUE;

THENCE N85°16'52"E (ASSUMED BEARING), 208.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1; THENCE S04°33'36"W, 41.38 FEET TO A POINT ON THE NORTH LINE OF LOT 1, BLAHA'S ACRES; THENCE S89°15'05"W, 210.55 FEET ALONG SAID N05°52'54"E, 61.45 FEET TO THE POINT OF BEGINNING.

DESCRIBED TRACT CONTAINS 10,730 SQUARE FEET, MORE OR LESS.

2. Conveyance: Seller agrees to convey title to property to Buyer or its nominee by Quitclaim Deed only.

3. Assessments: Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed.

4. Purchase Price: Buyer agrees to pay the sum of Three Thousand Two Hundred (\$3,200.00) Dollars upon the following terms: Three Hundred (\$300.00) Dollars as an earnest deposit, deposited herewith as evidenced by the receipt attached below and executed by the Seller or agent for Seller. In the event this offer is not accepted by the Seller within the time specified, the deposit shall be refunded. In the event of refusal or failure of the Buyers to consummate the purchase, the Seller may retain the deposit as liquidated damages for failure to carry out the agreement of sale. Balance of Two Thousand Nine Hundred (\$2,900.00) Dollars to be paid in cash, or by certified or cashiers check, at the time of delivery of deed.

5. Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all prior year's taxes, interest and other charges, if any, will be paid by Seller.

6. Title Insurance: Buyer shall obtain a current title insurance commitment as soon as possible after the acceptance of this agreement. If title defects are found, Seller shall have no

obligation but may cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Buyer's only remedy is to rescind this agreement and the deposit shall be refunded. The cost of the title insurance policy shall be paid by Buyer.

7. **Closing:** Closing shall take place upon satisfaction of the conditions of this agreement regarding condition of the title and the passage and publication of the Ordinance authorizing the sale and the failure of remonstrance provided by law. In the event such conditions are not satisfied within 120 days of acceptance of this agreement, unless such time period is extended by the agreement of the parties or unless such conditions are waived in writing by the city, this agreement shall be null and void and the earnest money will be returned to the Buyer. In the event that Seller fails to fulfill its obligations contemplated by this agreement resulting in the failure to close on the purchase of the property, Buyer acknowledges that Buyer's sole and exclusive remedy for such failure of the Seller is the return of the earnest money deposit to the Buyer. Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent, and Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

8. **State Documentary Tax:** This transaction will be exempt from State Documentary tax.

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

10. **Condition of Property:** Property is being sold "as is", with no representation or warranties, expressed or implied, by the Seller with respect to health, safety or environmental conditions. Buyer represents that he has had the opportunity to examine said property and that his decision to purchase the property is based upon his own examination and not upon any representation of the Seller or any of the Seller's agents.

11. **Broker:** Seller and Buyer agree and acknowledge that Seller has no broker or agent to act on its behalf with regard to this transaction. Seller and Buyer further agree and acknowledge that Buyer has no broker or agent to act on their behalf.

12. **Contingency:** This agreement is specifically contingent upon Buyer obtaining approval of the plat of this Property and replat of Lot 1, Block 1, City of Bellevue and ½ of vacated alley adjacent thereto into one platted lot including any underlying zoning change required for the same.

13. **Council Approval:** This agreement is subject to the passage and publication of an ordinance by the City Council of the City of Bellevue and publication of notice of sale and right of remonstrance as provided by §16-202 Nebraska Revised Statutes.

14. Expiration: This offer shall be deemed irrevocable upon the execution of same by the Mayor and City Clerk of the City of Bellevue, and accepted, subject to the provisions of Paragraph 12, upon the passage of the ordinance.


Jason Limpach, Buyer


Makala Limpach, Buyer

Address: 1311 Bluff Street
Bellevue, NE 68005

Telephone: (402) 981-7368

RECEIPT

Received From:

The Buyers, Jason Limpach and Makala Limpach, the sum of Three Hundred (\$300.00) Dollars by check to apply to the purchase price of the Property on terms and conditions as stated, this receipt is not an acceptance of the above offer to purchase.

Seller (or Seller's Agent)

ACCEPTANCE

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

CITY OF BELLEVUE, SELLER

Rita Sanders, Mayor

City Clerk

Address: 210 W. Mission Avenue
Bellevue, NE 68005

Telephone: (402) 293-3021

JASON J LIMPACH
MAKALA J LIMPACH
1311 BLUFF ST
BELLEVUE, NE 68005

1013
27-85/1040

4-4-18

Date

Pay to the
Order of

the City of Bellevue

\$ 300.00

three hundred dollars and 00/100

Dollars

Photo
Safe
Deposit
Check no back



For

Makala Limpach

1013

Unauthorized Use

ANTHONY SYSTEMS CORPORATION

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a
5.29.18

COUNCIL MEETING DATE:	05/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: -Cody Wickham, D.A. Davidson (Underwriter) -Michael Rogers, Gilmore & Bell, P.C. (Issuer's Bond Counsel) -Finance Director	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE	<input checked="" type="checkbox"/>	
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS		
	OTHER (SEE CLERK)		

SUBJECT:

Issuance of WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018, in an amount not to exceed \$3,000,000.

SYNOPSIS:

The City of Bellevue intends to issue \$2,655,000 of bonds to pay and cancel the 2008 NDEQ loan to obtain better interest rates. The bonds come with conditions and covenants that are more restrictive than the NDEQ Loan. This will require continued exceptional management of the Wastewater operations. The City will need to control operating costs and, if necessary, increase fees to satisfy the requirements.

FISCAL IMPACT:

Estimated savings over the remaining life of the NDEQ loan is \$483,551 (NPV of \$327,963). The annual payments will be slightly higher than the loan. 2018-19 bond payments will be \$303,454 vs \$298,441 under the NDEQ Loan.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance 3906, authorizing and providing for issuance of WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018, in an amount not to exceed \$3,000,000.

BACKGROUND:

The city decommissioned Bellevue's waste water plant in 2008. The City obtained a loan from the Nebraska Department of Environmental Quality (NDEQ) to pay for the demolition. This bond refinances the refunding of the 2008 NDEQ loan, saving the City interest costs.

ATTACHMENTS:

1	Ordinance	4	
2	Economic Analyses	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Handwritten signatures]

ORDINANCE NO. 3906

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, AUTHORIZING THE ISSUANCE OF WASTE WATER SYSTEM REVENUE REFUNDING BONDS OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE OUTSTANDING 2008 NOTE ISSUED TO THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; PROVIDING FOR NECESSARY RESERVE FUNDS AND PAYING COSTS OF ISSUANCE OF SAID BONDS; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE WASTE WATER SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUE OF SAID WASTE WATER SYSTEM; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID BONDS; REPEALING ANY CONFLICTING ORDINANCES AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

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

- (a) that the City owns and operates a Waste Water System (the "Waste Water System"), which represents a revenue-producing undertaking of the City. Reference herein to the Waste Water System shall include all additions and improvements thereto hereafter acquired by the City;
- (b) that the City has previously issued and there are now outstanding the following issues of revenue bonds for which the revenues of the Waste Water System have been pledged:

Promissory Note, dated July 17, 2008, relating to Project No. C317351, issued in the form of a single note to the Nebraska Department of Environmental Quality ("NDEQ") in the original principal amount of \$3,727,993.00 (as financed and refinanced, the "2008 NDEQ Note"), originally issued pursuant to a resolution passed and adopted by the Mayor and Council of the City on July 14, 2008; and

The 2008 NDEQ Note which is called for redemption pursuant to Section 3 of this Ordinance are referred to herein as the "Refunded Bonds;"

- (c) that the 2008 NDEQ Note is subject to redemption at any time on or after July 17, 2008, at par plus accrued interest to the date fixed for redemption and are herein authorized to be irrevocably called for redemption in accordance with their call provisions on a date to be determined (the "Redemption Date"); that since the 2008 NDEQ Note was issued, the rates of interest available in the market have declined such that by taking up and paying off all or a portion of the 2008 NDEQ Note through the issuance of refunding bonds as provided herein, a savings in the amount of yearly running interest will be made to the City;

- (d) that for the purpose of making said redemption of the Refunded Bonds on the Redemption Date, it is in the best interest of the City to issue revenue refunding bonds of the City in the principal amount of not to exceed \$3,000,000;
- (e) that all conditions, acts and things required to exist or to be done precedent to the issuance of Waste Water System Revenue Refunding Bonds of the City of Bellevue, Nebraska, in the principal amount of not to exceed Three Million Dollars (\$3,000,000) pursuant to Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, do exist and have been done as required by law.

Section 2. The Mayor and City Council further find and determine in order to provide for the refunding as described in Section 1 hereof, the City is authorized to issue Waste Water System Revenue Refunding Bonds of the City of Bellevue, Nebraska, pursuant to Sections 18-1803 to 18-1805, R.R.S. Neb, 2012, as amended, in the aggregate principal amount of not to exceed \$3,000,000; that all conditions, acts and things required to exist or to be done precedent to the issuance of such Waste Water System Revenue Refunding Bonds do exist and have been done as required by law and there shall be and there are hereby ordered issued Waste Water System Revenue Refunding Bonds of the City of Bellevue, Nebraska, as aforesaid.

Section 3. To provide for the refunding of the Refunded Bonds as described in Sections 1 and 2 hereof, including costs of issuance hereof, there shall be and there are hereby ordered issued Waste Water System Revenue Refunding Bonds, Series 2018, of the City of Bellevue, Nebraska, in the principal amount of not to exceed Three Million Dollars (\$3,000,000) (the "2018 Bonds"). The 2018 Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the 2018 Bonds and the underwriting discount which shall not exceed 0.95% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date (which shall not be later than December 31, 2018), aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$3,000,000, and the final maturity date, which shall not be later than December 15, 2028, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that present value savings results from refunding the Refunded Bonds and the true interest cost of the Bonds be not more than 3.50% (vi) the principal payment dates and interest payment dates, (vii) whether the 2018 Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the 2018 Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the 2018 Bonds not otherwise specified or fixed by this Ordinance.

The Authorized Officers, or each individually, are hereby authorized to irrevocably call all of the 2008 NDEQ Note (as called for redemption, the "Refunded Bonds") for redemption on such date he or she determines appropriate on and after June 15, 2018, which date shall be the Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds.

The 2018 Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the 2018 Bonds shall be Date of Delivery.

Interest on the 2018 Bonds, at the respective rates for each maturity, shall be payable as determined in the Designation (each an "Interest Payment Date"), and the 2018 Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provision of Section 5 hereof. The 2018 Bonds shall be numbered from 1 upwards in the order of their issuance. No 2018 Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the 2018 Bonds issued shall be as directed by the Underwriter. Payments of interest due on the 2018 Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any unpaid interest accrued thereon, shall be made by the Paying Agent and Registrar upon presentation and surrender of the 2018 Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any 2018 Bond as the absolute owner of such bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any 2018 Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the 2018 Bonds or claims for interest to the extent of the sum or sums so paid.

Section 4. If the Paying Agent and Registrar designated pursuant to the Designation is a bank or trust company and not the City Treasurer, such Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, in a form approved by an Authorized Officer. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the 2018 Bonds at its designated office. The names and registered addresses of registered owner or owners of the 2018 Bonds shall at all times be recorded in such books. Any 2018 Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new 2018 Bond or 2018 Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the 2018 Bonds by this Ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a 2018 Bond, the surrendered 2018 Bond shall be canceled and destroyed. All 2018 Bonds issued upon transfer of the 2018 Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the 2018 Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the 2018 Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any 2018 Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any 2018 Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the 2018 Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the 2018 Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. In addition to any mandatory sinking fund redemptions as may be provided for as set out in Section 3 of this Ordinance, the 2018 Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after such date as may be provided in the Designation, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the 2018 Bonds to be redeemed for such optional redemption in its sole discretion. The 2018 Bonds shall be redeemed only in the amounts of \$5,000 or integral multiples thereof. 2018 Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new 2018 Bond or 2018 Bonds evidencing the unredeemed principal thereof. Notice of Redemption of any 2018 Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such 2018 Bond at said owner's registered address. Such notice shall designate the 2018 Bond or 2018 Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such 2018 Bond or 2018 Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any 2018 Bond being partially redeemed, such notice shall specify the portion of the principal amount of such 2018 Bond to be redeemed. No defect in the mailing of notice for any 2018 Bond shall affect the sufficiency of the proceedings of the City designating the 2018 Bonds called for redemption or the effectiveness of such call for 2018 Bonds of which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such bond for which defective notice has been given.

Section 7. If the date for payment of the principal or interest on the 2018 Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 8. The 2018 Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF NEBRASKA
COUNTY OF SARPY

WASTE WATER SYSTEM REVENUE REFUNDING BOND, SERIES 2018
OF THE CITY OF BELLEVUE, NEBRASKA

No. R-___

Interest Rate %	Maturity Date _____, 20__	Date of Original Issue _____, 2018	CUSIP No.
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Registered Owner: Cede & Co. 13-2555119

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Bellevue, in the County of Sarpy, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the special sources herein described, to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issuer most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable semi-annually on _____ and _____ of each year (each an "Interest Payment Date"), commencing _____, 2018. Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond, together with any unpaid interest accrued thereon, is payable upon presentation and surrender of the bond at the office of _____, the Paying Agent and Registrar, in Bellevue, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, as shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

The revenue and earnings of the Waste Water System (the "Waste Water System") of the City of Bellevue, Nebraska, have been pledged and hypothecated for the payment of this bond and the other bonds of this issue and for the payment of any additional bonds of equal priority issued in accordance with the ordinance authorizing the bonds of this issue. The bonds of this issue are payable from and a lien only upon said revenue and earnings and are not general obligations of the City of Bellevue, Nebraska.

The ordinance authorizing the issuance of this bond and the other bonds of this issue sets forth the covenants and obligations of the City with respect to the Waste Water System and the application of the revenues to be derived therefrom, which revenues are by the terms of said ordinance to be deposited in the "Bellevue Waste Water Fund" and disbursed to pay costs of operation and maintenance, make payments of principal and interest on the bonds of the issue and make other payments as specified in said

ordinance. Said ordinance designates the terms and conditions on which additional bonds of equal lien to the bonds of this issue may be issued. Said ordinance also designates the terms and conditions on which this bond shall cease to be entitled to any lien, benefit or security under such ordinance and all covenants, agreements and obligations of the City under such ordinance may be discharged and satisfied at or prior to the maturity or redemption of this bond if moneys or certain specified securities shall have been deposited with the Paying Agent and Registrar or a designated trustee. The City also reserves the right to issue bonds junior in lien to the bonds of this issue the principal and interest of which shall be payable from monies in the "Surplus Account" of the Bellevue Waste Water Fund as designated in said ordinance.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$ _____) of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of refunding the City's outstanding Promissory Note, dated _____, 2008, relating to Project No. C317351, issued in the form of a single note to the Nebraska Department of Environmental Quality ("NDEQ") in the original principal amount of \$ _____ (as financed and refinanced, the "2008 NDEQ Note"), in strict compliance with Sections 18-1803 to 18-1805, R.R.S. Neb., 2012, as amended, and has been duly authorized by ordinance legally passed, approved and published and by proceedings duly had by the Mayor and Council of said City.

[The bonds of this issue due as term bonds in the years ____ and ____ (the "Term Bonds") are required to be redeemed prior to their stated maturity, commencing on _____, 20__ and continuing on _____ of each year thereafter through and including payment at maturity, in part, which redemptions and payment at maturity shall be in the years and for the principal amounts set forth below:

20__ Term Bond	
<u>Year of Redemption</u>	<u>Amount Required to be Redeemed</u>
_____, 20__	\$____,000
_____, 20__	____,000
_____, 20__	____,000
_____, 20__ (Maturity)	____,000

20__ Term Bond	
<u>Year of Redemption</u>	<u>Amount Required to be Redeemed</u>
_____, 20__	\$____,000
_____, 20__ (Maturity)	____,000

Such mandatory redemptions shall be at a price equal to 100% of the principal amount redeemed plus interest accrued on the principal amount being redeemed to the date fixed for redemption. The Paying Agent and Registrar shall select the Term Bonds for mandatory redemption using any random method of selection deemed appropriate by the Paying Agent and Registrar.]

Any or all of the bonds of said issue maturing on or after _____, 20__ are subject to redemption at the option of the City, in whole or in part, at any time on or after _____, 20__ at par plus interest accrued thereon to the date fixed for redemption.

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed in the manner specified in the ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the designated office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all other purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

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

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF AND THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HERE OF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond and the indebtedness refunded hereby, does not now and did not at the time of the incurring of said indebtedness, exceed any limitation imposed by law.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar

IN WITNESS WHEREOF, the Mayor and Council of the City of Bellevue, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be imprinted hereon, all as of the date or original issue specified above.

CITY OF BELLEVUE, NEBRASKA

Mayor

ATTEST:

City Clerk

[SEAL]

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by ordinance passed and approved by the Mayor and Council of the City of Bellevue, Nebraska, as described in said bond.

_____,
BELLEVUE, NEBRASKA

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

For value received _____
hereby sells, _____ assigns and _____ transfers unto
_____ the within bond and hereby
irrevocably constitutes and appoints _____,
Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying
Agent and Registrar with full power of substitution in the premises.

DATE: _____

Registered Owner

Registered Owner

Witness: _____

Note: The signature of this assignment must correspond with the name as written on the face of the within bond in every particular, without alteration, enlargement, or any change whatsoever.

Section 9. Each of the 2018 Bonds shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The 2018 Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (DTC), with one typewritten bond per maturity being issued to DTC. In such connection said officers are authorized to execute and deliver a Letter of Representations (including any blanket letter previously executed and delivered by the City) in the form required by DTC, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the 2018 Bonds. Upon the issuance of the 2018 Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds 2018 Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a 2018 Bond from a Bond Participant while the 2018 Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the 2018 Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the 2018 Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, or any amount with respect to the 2018 Bonds. The Paying Agent and Registrar shall make payments with respect to the 2018 Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such 2018 Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated 2018 Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange 2018 Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the 2018 Bonds or (ii) to make available 2018 Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such 2018 Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the 2018 Bonds be delivered to the Bond Participants and/or Beneficial Owners of the 2018 Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing

the 2018 Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the 2018 Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any 2018 Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such 2018 Bond and all notices with respect to such 2018 Bond shall be made a given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the 2018 Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the 2018 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee:

(ii) any person upon (a) the resignation of the Depository from its functions as depository or (b) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a 2018 Bond unless and until such partially redeemed 2018 Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such 2018 Bond as is then outstanding and all of the 2018 Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement 2018 Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and City Clerk of such City. In case any officer whose signature or facsimile thereof shall appear on any 2018 Bond shall cease to be such officer before the delivery of such 2018 Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such 2018 Bond. The 2018 Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The 2018 Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the 2018 Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter upon receipt of the total stated principal amount of the 2018 Bonds, plus accrued interest thereon to date of payment for the 2018 Bonds, less Underwriter's discount in an amount determined in the Designation. The Underwriter shall have the right to direct the registration of the 2018 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the 2018 Bonds, including, without limitation, authorizing the release of the 2018 Bonds by the Depository at closing. The Authorized Officers are hereby each individually authorized to execute the Bond Purchase Agreement, in the form such Authorized Officers may deem necessary and appropriate, and are further authorized to do any and all

things deemed necessary and appropriate in connection with the issuance of the 2018 Bonds and the redemption of the Refunded Bonds.

Section 10. The City Clerk shall make and certify a transcript of the proceedings of the Mayor and Council with respect to the 2018 Bonds, a copy of which shall be delivered to the initial purchaser of the 2018 Bonds.

Section 11. The net sale proceeds of the 2018 Bonds, along with any necessary funds of the City on hand, shall be applied to the payment and satisfaction of all of the principal of and the interest on the Refunded Bonds falling due prior to, and as called for redemption on, the Redemption Date. Accrued interest received from the sale of the 2018 Bonds, if any, shall be applied to pay interest first falling due on the 2018 Bonds. Expenses of issuance of the 2018 Bonds may be paid from the proceeds of the 2018 Bonds. In order to satisfy the City's obligation on the Refunded Bonds, if determined necessary and appropriate by an Authorized Officer, such proceeds of the 2018 Bonds along with funds of the City on hand shall be set aside and held and invested in a special trust account which is hereby ordered established with such bank or trust company as determined by an Authorized Officer to act as escrow agent (the "Escrow Agent"). The Escrow Agent shall have custody and safekeeping of the funds and investments which are to be set aside for the payment of the Refunded Bonds. For purposes of governing such escrow account and the holding and application of such funds and investments, the City shall enter into a contract entitled "Escrow Agreement" with the Escrow Agent. The Authorized Officers, or each individually, are hereby authorized and directed to execute and deliver on behalf of the City said Escrow Agreement, including necessary counterparts, in substantially the form and content as presented to the meeting at which this resolution is adopted, but with such changes and modifications therein as to them seem necessary, desirable, or appropriate for and on behalf of the City. Said Authorized Officers are further authorized to approve the investments provided for in said Escrow Agreement, and to make any necessary subscriptions for United States Treasury Securities, State and Local Government Series, or to contract for the purchase of securities in the open market. Said proceeds shall be invested in obligations of the United States Government, direct or guaranteed, including United States Treasury Securities, State and Local Government Series. To the extent that such proceeds are held in a bank depository account, such deposits shall be insured by insurance of the Federal Deposit Insurance Corporation or, to the extent not fully insured, fully collateralized in the same manner as is required for deposit of public funds. Any investment from the proceeds of the 2018 Bonds herein authorized shall mature not later than the Redemption Date. As provided in said Escrow Agreement, the proceeds of the 2018 Bonds herein authorized and investment earnings thereon shall be applied to the payment of the principal of and interest on the Refunded Bonds as the same become due on and prior to the Redemption Date, and as called for redemption on the Redemption Date. The City agrees that on the date of original issue of the 2018 Bonds, or as soon thereafter as practicable, it shall deposit or otherwise have on hand with the Escrow Agent, from available sources, funds sufficient after taking into consideration available proceeds of the 2018 Bonds and investment earnings to provide funds for all payments due on the Refunded Bonds on or before the Redemption Date, and as called for redemption on the Redemption Date.

Section 12. The revenues and earnings of the Waste Water System are hereby pledged and hypothecated for the payment of the 2018 Bonds, and any additional bonds of equal lien issued as authorized by this Ordinance and interest on such 2018 Bonds, and any such additional bonds, and the City does hereby agree with the holders of said 2018 Bonds and additional bonds as follows:

- (a) WASTE WATER FUND - The entire gross revenues and income derived from the operation of the Waste Water System shall be set aside as collected and deposited in a separate fund which is hereby created and shall be designated as the "Bellevue Waste Water Fund." For purposes of allocating the monies in the Bellevue Waste Water Fund, the City shall continue to maintain (in accordance with the provisions of this Ordinance)

the following accounts: (1) Operation and Maintenance Account; (2) Bond Payment Account; (3) Debt Service Reserve Account; and (4) Surplus Account.

(b) OPERATION AND MAINTENANCE ACCOUNT - Out of the Bellevue Waste Water Fund, there shall be monthly deposited into the Operation and Maintenance account such amounts as the City shall, from time to time, determine to be necessary to pay the reasonable and necessary expenses of operating and maintaining the Waste Water System (including contractual services).

(c) BOND PAYMENT ACCOUNT - Out of the Bellevue Waste Water Fund, after making the deposits required by Subsection 12(b), there shall be deposited monthly on or before the first day of each month, as described below, to the Bond Payment Account the following amounts (or such other amounts on such other dates as may be determined in the Designation):

(1) Beginning on the first day of the month immediately following the month in which the 2018 Bonds are issued and continuing the first day of each month thereafter so long as any of the 2018 Bonds herein authorized remain outstanding and unpaid, an amount not less than the amount which, if the same amount were deposited each month, would be sufficient to pay the interest becoming due on the 2018 Bonds on the next succeeding Interest Payment Date.

(2) Beginning on the first day of the month twelve months preceding the month in which the first principal payment is due and continuing the first day of each month thereafter so long as any of the 2018 Bonds herein authorized remain outstanding and unpaid, an amount equal to 1/12th of the next maturing principal payment for the 2018 Bonds.

The City Treasurer is hereby authorized and directed, without further authorization, to withdraw monies deposited to the Bond Payment Account, or if the monies in such Account are insufficient, then from the Debt Service Reserve Account and next from the Surplus Account, an amount sufficient to pay, when due, the principal of and interest on the 2018 Bonds and any additional bonds and to transfer such amounts to the Paying Agent and Registrar, in Bellevue, Nebraska, (or the designated paying agent for any additional bonds) at least five (5) days before each principal and interest payment date. Upon the issuance of any additional bonds pursuant to this Ordinance appropriate additional deposits to the Bond Payment Account shall be provided for sufficient to pay principal and interest on said additional bonds.

(d) DEBT SERVICE RESERVE ACCOUNT - There is hereby established within the Debt Service Reserve Account the 2018 Sub-account (the "2018 Reserve Account"). Concurrently with the issuance of the 2018 Bonds (or in such other manner as may be determined in the Designation), the City agrees that it shall deposit to the 2018 Reserve Account from funds on hand or proceeds of the 2018 Bonds a sum determined in the Designation (which may be \$0.00) not greater than the least of (a) 10 percent of the stated principal amount of the original principal amount of the 2018 Bonds; (b) 125% of the average annual principal and interest requirements of the 2018 Bonds; or (c) the maximum annual principal and interest requirements of the 2018 Bonds, (the "Required Balance"). Such Required Balance shall be the amount required to be maintained as the

required balance in said account, so long as the 2018 Bonds remain outstanding. Monies deposited to the 2018 Reserve Account may be withdrawn, as needed, to provide funds to pay, when due, the principal of and interest on the 2018 Bonds issued pursuant to this Ordinance, if the Bond Payment Account contains insufficient funds for that purpose, and the City Treasurer is hereby authorized and directed to make such withdrawal if and when needed. In the event of a withdrawal from the 2018 Reserve Account, there shall be deposited to the 2018 Reserve Account in the month following such withdrawal all monies in the Bellevue Waste Water Fund remaining after making the payments required to be made in such month to the Bond Payment Account and Operation and Maintenance Account and each month thereafter all remaining monies shall be deposited to the 2018 Reserve Account and used to restore the 2018 Reserve Account until the Required Balance has been restored, provided that any such credits shall be made on a pro rata basis (in accordance with the respective amounts of outstanding principal) with any credits required for the reserve sub-accounts for any Additional Bonds, all as then outstanding. Upon the issuance of any Additional Bonds pursuant to this Ordinance, there shall be established a sub-account in the Debt Service Reserve Account for such Additional Bonds, and the method of funding or accumulations of the same shall be determined pursuant to the ordinance authorizing each such series of Additional Bonds. Anything in this Subsection 12(d) to the contrary notwithstanding, the amount required to be maintained in the Debt Service Reserve Account or the 2018 Reserve Account under the terms of this Ordinance shall not exceed the maximum amount the allowable for a "reasonably required reserve fund" under Section 148 of the Code and the current rules and regulations thereunder (as in effect from time to time), which results in no yield restrictions in the investment of such Account.

(e) SURPLUS ACCOUNT - Monies in the Bellevue Waste Water Fund remaining after the deposits required in the foregoing Subsections 12(b), 12(c), and 12(d) shall be deposited to the Surplus Account. Monies in the Surplus Account may be used to make up any deficiencies in the preceding accounts, to retire any of the 2018 Bonds or any additional bonds prior to their maturity, to pay principal of and interest on any junior lien indebtedness incurred with respect to the Waste Water System or for any other lawful purposes of the City as directed by the Mayor and City Council.

The provisions of this section shall require the City to maintain a set of books and records in accordance with such accounting methods and procedures as are generally applicable to municipal utility enterprises, which books and records shall show deposits to and expenditures from the several accounts required by this section. Monies deposited to the Debt Service Reserve Account shall, if maintained in a demand or time deposit account, be kept in a separate account and not commingled with other City or Waste Water System funds. If invested, monies credited to the Debt Service Reserve Account may be commingled with other City funds, including Waste Water System funds, so long as the City maintains books and records clearly identifying the specific investments, or portions thereof, which belong to the Debt Service Reserve Account.

Monies in any of the accounts except the Debt Service Reserve Account may be invested in securities eligible for investment of other City funds. Monies in the Debt Service Reserve Account may be invested in Deposit Securities, as defined in Section 17 hereof, or in certificates of deposit, savings accounts or other interest-bearing accounts in banks which are members of the Federal Deposit Insurance Corporation, (FDIC) except that whenever the amount so deposited exceeds the amount of the FDIC insurance available thereon, the excess shall be secured in the manner required by Section 16-716, R.R.S. Neb. 2012. Investments made from or attributable, in whole or in part, to the Debt Service Reserve

Account shall mature or be redeemable at the option of the holder, without penalty, in not more than ten years. Income from or profit realized from investment for any account shall be deposited to such account until such account contains any amount then required to be therein, and thereafter such income or profit shall be transferred to the Bellevue Waste Water Fund and treated as other revenues from the operation of the Waste Water System.

The pledge and hypothecation provided for the 2018 Bonds in this Ordinance is intended to and shall provide for a first and prior pledge or lien upon and security interest in the revenues of the Waste Water System superior to any pledge, lien or security interest made or given with respect to any other indebtedness of the City as to its Waste Water System and is intended as a full exercise of the powers of the City provided for in Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, as now or hereafter amended, with respect to the City's Waste Water System and the revenues and earnings thereof.

Section 13. So long as any of the 2018 Bonds and any additional bonds issued pursuant to this Ordinance shall remain outstanding and unpaid, the City covenants and agrees to establish, revise from time to time as necessary and collect such rates and charges for the water service furnished from the Waste Water System adequate to produce revenues and earnings sufficient at all times:

- (a) To pay all proper and necessary costs of operation and maintenance of the Waste Water System and to pay for the necessary and proper repairs, replacements, enlargements, extensions, and improvements to the Waste Water System;
- (b) To provide funds to pay, when due, the principal of and interest on the 2018 Bonds, and any additional bonds issued pursuant to the provisions of this Ordinance; and
- (c) To provide funds sufficient to make the credits into the accounts and at the times and in the amounts required by Section 12 of this Ordinance.

Section 14. To provide funds for any purpose related to the Waste Water System (or any additional utility permitted by this Section 14 to be combined therewith in the event that the revenues of such additional utilities are to be pledged to the payment of the 2018 Bonds, any additional bonds then outstanding and the proposed additional bonds), the City may issue additional bonds payable from the revenues of the Waste Water System having equal priority and on a parity with the 2018 Bonds (and any additional bonds then outstanding) only upon compliance with the following conditions:

- (a) Such additional bonds shall be issued only pursuant to an ordinance which shall provide for an increase in the monthly deposits into the Bond Payment Account in amounts sufficient to pay, when due, the principal of and interest on the 2018 Bonds, any additional bonds then outstanding and such additional bonds and for any monthly deposits to the Debt Service Reserve Account as are required under Subsection 12(d).
- (b) The City shall have complied with one or the other of the two following requirements:
 - (1) The Net Revenues derived by the City from its Waste Water System for the fiscal year next preceding the issuance of the additional bonds shall have been at least equal to 1.25 times the average annual debt service requirements of the 2018 Bonds and any additional bonds previously issued, as then outstanding, and on the proposed additional bonds. For purposes of such determination "Net Revenues" shall mean

the gross revenues derived from the ownership and operation of the Waste Water System, including investment income, but not including any income from sale or disposition of the property of said system, less ordinary expenses of operating and maintaining the Waste Water System payable from the Operation and Maintenance Account. Operation and maintenance expenses for such purpose shall not include depreciation, amortization or interest on any bonds or other indebtedness. Such Net Revenues shall be shown by an audit for such fiscal year for the City's Waste Water System as conducted by independent certified public accountants. Also for purposes of such determination, "average annual debt service requirements" shall be determined by adding all of the principal and interest due (taking into consideration any provisions for mandatory redemptions of term bonds) when computed to the absolute maturity of the 2018 Bonds and any additional bonds previously issued, as then outstanding, and on the proposed additional bonds and dividing such total by the number of years remaining that the longest bond of any such issue of bonds (including the proposed additional bonds) has to run to maturity; or

(2) The City shall have received a projection made by a consulting engineer or firm of consulting engineers, recognized as having experience and expertise in municipal utility systems, projecting that the Net Revenues of the Waste Water System in each of the three full fiscal years after the issuance of such additional bonds will be at least equal to 1.25 times the average annual debt service requirements of the 2018 Bonds and any additional bonds previously issued, as then outstanding, and the proposed additional bonds. For purposes of such projection "Net Revenues" shall have the same meaning as provided in Subsection 14(b)(1) above, and average annual debt service requirements shall be computed in the same manner as specified in said Subsection 14(b)(1). In making such projection, the consulting engineer shall use as a basis the Net Revenues of the Waste Water System during the last year for which an independent audit has been prepared and shall adjust such Net Revenues as follows: (A) to reflect changes in rates which have gone into effect since the beginning of the year for which the audit was made, (B) to reflect such engineer's estimate of the net increase over or net decrease under the Net Revenues of the Waste Water System for the year for which the audit was made by reason of: (i) changes of amounts payable under existing contracts for services, (ii) additional general income from sales to customers under existing rate schedules for various classes of customers or as such schedules may be revised under a program of changes which has been adopted by the Mayor and Council of the City, (iii) projected revisions in costs for labor, wages, salaries, machinery, equipment, supplies and other operational items, (iv) revisions in amount of service to be supplied and any related administrative or other costs associated with such increases due to increased supply from the acquisition of any new facility and (v) such other projections of revenues and expenses as the consulting engineer deems reasonable and proper. Annual debt service on any proposed additional bonds to be issued may be estimated by the consulting engineer, but no additional bonds shall be issued

requiring any annual debt service payment in excess of the amount so estimated by the consulting engineer.

If the City shall find it desirable it shall also have the right when issuing additional bonds to combine with the Waste Water System any other utilities of the City authorized to be combined under Sections 18-1803 through 18-1805, R.R.S. Neb. 2012, and to cause all of the revenues of such combined utilities systems to be paid into the Bellevue Waste Water Fund (which fund may be appropriately redesignated) and to provide that all of the 2018 Bonds and any additional bonds previously issued and as then outstanding, and the proposed issue of additional bonds shall be payable from the revenues of such combined utilities and shall stand on a parity and in equality as to security and payment, provided, however, no utility shall be combined with the Waste Water System as contemplated in this paragraph of this Section 14 unless the City is current with all the payments required to be made into the accounts described in Section 12 and the Net Revenues of such combined utilities systems shall satisfy one or the other of the requirements provided for in Subsection 14(b) above. In the event of such combination of an additional utility and for purposes of meeting such test, the definition of Net Revenues shall be altered to include the gross revenues of the additional utility or utilities and the ordinary expenses of operating and maintaining the additional utility or utilities and for such purposes any engineer furnishing projections may take into consideration the factors described in (A) and (B) of Subsection 14(b)(2) with respect to such additional utility or utilities. Net Revenues of the additional utility or utilities shall be based upon the report or reports of independent certified public accounts in the same manner as is required under Subsection 14(b)(1) or 14(b)(2) above.

The City hereby covenants and agrees that so long as any of the 2018 Bonds and any additional bonds are outstanding, it will not issue any bonds or notes payable from the revenues of the Waste Water System except in accordance with the provisions of this Ordinance, provided, however, the City reserves the right to issue bonds or notes which are junior in lien to the 2018 Bonds and any such additional bonds, with the principal and interest of such bonds or notes to be payable from monies deposited to the Surplus Account as provided in Subsection 12(e). The term "additional bonds" as used in this Ordinance refers only to such bonds as are payable from the revenues of the Waste Water System on a parity with the 2018 Bonds and are issued in accordance with the terms of this Section 14 or refunding bonds which are issued in accordance with the terms of Section 15 of this Ordinance if and when such refunding bonds under the terms of said Section 15 become payable on a parity with the 2018 Bonds and any additional bonds then outstanding. Anything in this Section 14 or in Section 15 to the contrary notwithstanding, additional bonds for refunding purposes may be issued under the conditions set forth in this Section 14 as an alternative if such conditions can be met for their issuance.

Section 15. The City may issue refunding bonds, which shall qualify as additional bonds of equal lien to refund any of the 2018 Bonds or additional bonds then outstanding, provided that, if any such 2018 Bonds or additional bonds are to remain outstanding after the issuance of such refunding bonds, the principal payments due in any calendar year in which those bonds which are to remain outstanding mature, or in any calendar year prior thereto, shall not be increased over the amount of such principal payments due in such calendar years immediately prior to such refunding. Refunding bonds issued in accordance with this paragraph of this Section 15 may be issued as additional bonds of equal lien without compliance with the conditions set forth in Subsection 14(b) of this Ordinance.

The City may also issue refunding bonds which shall qualify as additional bonds of equal lien to refund any of the 2018 Bonds or additional bonds then outstanding provided that if any 2018 Bonds or additional bonds then outstanding are to remain outstanding after the application of the proceeds of the refunding bonds to the payment of the bonds which are to be refunded, such issuance must comply with the Net Revenues test set forth in Subsection 14(b)(1) of this Ordinance and, if the proceeds of such refunding bonds are not to be applied immediately to the satisfaction of the bonds which are to be

refunded, then such refunding bonds must provide by their terms that they shall be junior in lien to all 2018 Bonds and additional bonds outstanding at the time of issuance of such refunding bonds until the time of application of their proceeds to the satisfaction of the bonds which are to be refunded. In computing average annual debt service requirements to show compliance with said Net Revenues test for such refunding bonds, all payments of principal and interest due on such refunding bonds from the time of their issuance to the time of application of the proceeds of such refunding bonds to the satisfaction of the bonds which are to be refunded shall be excluded from such computation to the extent that such principal and interest are payable from sources other than the revenues of the Waste Water System (such as investment earnings on bond proceeds or bond proceeds themselves) or from monies in the Surplus Account and all payments of principal and interest due on the bonds which are to be refunded from and after the time of such application shall also be excluded. For purposes of this paragraph of this Section 15, the time of application of the proceeds of the refunding bonds to the satisfaction of the bonds which are to be refunded shall be the time of deposit with the paying agent for such bonds which are to be refunded pursuant to Section 10-126, R.R.S. Neb. 2012 (or any successor statutory provision thereto) or the time when such bonds which are to be refunded under the terms of their authorizing ordinance or ordinances are no longer deemed to be outstanding, whichever comes sooner.

Section 16. So long as any 2018 Bonds remain outstanding, the City hereby covenants and agrees as follows:

(a) The City will maintain the Waste Water System in good condition and will continuously operate the same in a reasonable and efficient manner, and the City will punctually perform all the duties with reference to said system required by the Constitution and statutes of the State of Nebraska, but this covenant shall not prevent the City from discontinuing the use and operation of all or any portion of the Waste Water System so long as the revenue derived from the City's ownership of the properties constituting the Waste Water System shall be sufficient to fulfill the City's obligations under Sections 14 and 15 of this Ordinance.

(b) The City will not grant any franchise or right to any person, firm or corporation to own or operate a utilities system or systems in competition with the Waste Water System.

(c) The City will maintain insurance on the property constituting the Waste Water System (other than such portions of said system as are not normally insured) against risks customarily carried by similar utilities, but including fire and extended coverage insurance in an amount which would enable the City to repair, restore or replace the property damaged to the extent necessary to make the Waste Water System operable in an efficient and proper manner to carry out the City's obligations under this Ordinance. The Mayor and Council shall annually examine the amount of insurance carried with respect to the Waste Water System and shall evidence approval of such insurance by resolution. The proceeds of any such insurance received by the City shall be used to repair, replace or restore the property damaged or destroyed to the extent necessary to make the Waste Water System operable in an efficient and proper manner, and any amount of insurance proceeds not so used shall be credited to the Surplus Account. In the event of any such insured casualty loss, the City may advance funds to make temporary repairs or provide for an advance on costs of the permanent repair, restoration or replacement from the Operation and Maintenance Account and any such advances shall be repaid from insurance proceeds received.

(d) The City will keep proper books, records, and accounts separate from all other records and accounts in which complete and correct entries will be made of all transactions relating to the Waste Water System. This City will have its operating and financial statements relating to the Waste Water System audited annually by a certified public account or firm of certified public accountants.

(e) The City shall cause each person handling any of the monies in the Bellevue Waste Water Fund to be bonded by an insurance company licensed to do business in Nebraska in an amount or amounts deemed sufficient by the Mayor and Council to cover the amount of money belonging to said system reasonably expected to be in the possession or control of any such person. The amount of such bond or bonds shall be fixed by the Mayor and Council and the costs thereof shall be paid as an operating and maintenance expense from the Operation and Maintenance Account.

Section 17. The City's obligations under this Ordinance and the liens, pledges, covenants, and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to the 2018 Bonds and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall have been purchased and canceled by the City, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing with the Paying Agent and Registrar or with another national or state bank having trust powers or trust company, in trust solely for such payment (1) sufficient money to make such payment and/or (2) Deposit Securities in such amount and bearing interest at such rates and payable at such time or times and maturing or redeemable at stated fixed prices at the option of the holder as to principal at such time or times as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any 2018 Bonds to be paid prior to maturity, the City shall have duly given notice of redemption of such bonds as provided by law or made irrevocable provision for the giving of such notice. Any such money so deposited with a bank, trust company or the Paying Agent and Registrar, may be invested and reinvested in Deposit Securities at the direction of the City, and all interest and income from such Deposit Securities in the hands of such bank, trust company or Paying Agent and Registrar in excess of the amount required to pay principal of and interest on the bonds for which such monies were deposited, shall be paid over to the City as and when collected. For purposes of this Section 17, Deposit Securities shall mean (a) direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and (b) bonds, debentures, notes, participation certificates, or other evidences of indebtedness issued by any of the Federal Home Loan Bank system, the Export Import Bank of the United States or the Government National Mortgage Association or any combination of any of the foregoing. For purposes of this Section 17, such Deposit Securities shall be non-callable or callable only at the option of the holder.

Section 18. The terms and provisions of this Ordinance do and shall constitute a contract between the City of Bellevue and the holder or holders of the 2018 Bonds and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity, formal defect or omission, shall be made to this Ordinance without the written consent of the holders of two-thirds (2/3rds) in principal amount of the 2018 Bonds then outstanding, provided, however, that neither the principal and interest to be paid upon any 2018 Bond nor the maturity date of any 2018 Bond shall be changed without the written consent of all holders of the 2018 Bonds then outstanding affected thereby. The holder of any 2018 Bond or 2018 Bonds may, either in law or in equity, by suit, action, mandamus or other proceeding, enforce or compel performance of any and all of the acts and duties required by this Ordinance, and any court of competent jurisdiction may, after default in compliance with the terms of this Ordinance on application of any such holder, appoint a receiver to take charge of the Waste Water System and operate the same and apply the earnings thereof to the payment of the principal of an interest on the 2018 Bonds

and any additional bonds then outstanding in accordance with the provisions of this Ordinance and any ordinance or ordinances authorizing additional bonds.

Section 19. The Mayor, City Administrator and City Finance Director are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the 2018 Bonds as contemplated by this Ordinance, including but not limited to the calling and redemption of the Refunded Bonds. Said officers or any one of them are further authorized to make any allocations or elections deemed necessary or appropriate related to the provisions of the Code and regulations thereunder.

Section 20. The City hereby covenants and agrees that it will make no use of the proceeds of the 2018 Bonds which would cause the 2018 Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the 2018 Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the 2018 Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby designates the 2018 Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the 2018 Bonds are issued (taking into consideration the exception for current refunding issues). The Mayor is hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the 2018 Bonds as "qualified tax-exempt obligations", including "deemed designating" the 2018 Bonds.

Section 21. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement with respect to the 2018 Bonds for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 22. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the 2018 Bonds, a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission in such form as determined necessary and appropriate by such Authorized Officer (the "Continuing Disclosure Undertaking") and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section, and under the Continuing Disclosure Undertaking. An Authorized Officer may appoint a Dissemination Agent for the 2018 Bonds in the Authorized Officer's discretion.

Section 23. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 24. All ordinances or resolutions of the Mayor and Council which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 25. This Ordinance is hereby determined to be a measure necessary to carry out the City's contractual obligations with respect to the 2018 Bonds. This Ordinance shall be in force and take effect from and after its passage and approval according to law. This Ordinance shall be published in pamphlet form.

PASSED AND APPROVED this 29th day of May, 2018.

ATTEST:

Mayor

City Clerk

[SEAL]

Motion for adjournment was duly made, seconded and on roll call vote was declared adopted by the Mayor.

I the undersigned City Clerk for the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council of said City on May 29, 2018; 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 agenda 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 said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days . the next convened meeting of said body; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the meeting or meetings reflected in the transcript described below in the room in which such meeting or meetings were held and that all in attendance at such meeting or meetings were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such meeting was being held; 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.

[SEAL]

City Clerk

NOTICE OF PUBLICATION

OF ORDINANCE NO. 3906

IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of Bellevue, Nebraska, held at 6:00 p.m. on Tuesday, May 29, 2018, there was passed and adopted Ordinance No. 3906 entitled:

ORDINANCE NO. 3906

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, AUTHORIZING THE ISSUANCE OF WASTE WATER SYSTEM REVENUE REFUNDING BONDS OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE OUTSTANDING 2008 NOTE ISSUED TO THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; PROVIDING FOR NECESSARY RESERVE FUNDS AND PAYING COSTS OF ISSUANCE OF SAID BONDS; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE WASTE WATER SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUE OF SAID WASTE WATER SYSTEM; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID BONDS; REPEALING ANY CONFLICTING ORDINANCES AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

Said Ordinance was published in pamphlet form on _____, 2018. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of Bellevue, Nebraska.

City Clerk

NOTE: Publish in title form one time.

CERTIFICATE AS TO PUBLICATION IN PAMPHLET FORM

The undersigned City Clerk for the City of Bellevue, Nebraska, hereby certifies that Ordinance No. 3906 as passed and approved by the Mayor and Council of the City of Bellevue, Nebraska, at their meeting held on May 29, 2018, was published in pamphlet form on May ___, 2018 and that a true and correct copy of such Ordinance as so passed and published is attached hereto.

Dated this ____ day of May, 2018.

City Clerk

(SEAL)

SOURCES AND USES OF FUNDS

THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]

Dated Date	06/15/2018
Delivery Date	06/15/2018

Sources:

Bond Proceeds:	
Par Amount	2,655,000.00
 Other Sources of Funds:	
Cash from City for Costs of Issuance	30,632.38
	2,685,632.38

Uses:

Refunding Escrow Deposits:	
Cash Deposit	2,654,099.88
 Cost of Issuance:	
Costs of Issuance	5,310.00
Dorsey Review	1,000.00
	6,310.00
 Delivery Date Expenses:	
Underwriter's Discount	25,222.50
	2,685,632.38

SUMMARY OF REFUNDING RESULTS

**THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]**

Dated Date	06/15/2018
Delivery Date	06/15/2018
Arbitrage yield	2.804034%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	2,655,000.00
True Interest Cost	2.994925%
Net Interest Cost	2.813603%
All-In TIC	3.043091%
Average Coupon	2.813603%
Average Life	5.538
Par amount of refunded bonds	2,654,099.88
Average coupon of refunded bonds	4.000000%
Average life of refunded bonds	6.999
PV of prior debt to 06/15/2018 @ 2.804034%	3,013,595.40
Net PV Savings	327,963.02
Percentage savings of refunded bonds	12.356845%



SAVINGS

THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]

Date	Prior Debt Service	Refunding Debt Service	Refunding Adjustments	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 06/15/2018 @ 2.8040344%
06/15/2018			30,632.38	30,632.38	-30,632.38		-30,632.38
09/30/2018						-30,632.38	
12/15/2018	149,428.14	149,701.25		149,701.25	-273.11		-269.33
06/15/2019	149,012.76	153,752.50		153,752.50	-4,739.74		-4,609.58
09/30/2019						-5,012.85	
12/15/2019	148,589.08	152,492.50		152,492.50	-3,903.42		-3,743.74
06/15/2020	148,156.92	151,202.50		151,202.50	-3,045.58		-2,880.60
09/30/2020						-6,949.00	
12/15/2020	147,716.11	149,882.50		149,882.50	-2,166.39		-2,020.71
06/15/2021	147,266.49	153,532.50		153,532.50	-6,266.01		-5,763.83
09/30/2021						-8,432.40	
12/15/2021	146,807.88	152,063.75		152,063.75	-5,255.87		-4,767.80
06/15/2022	146,340.10	150,563.75		150,563.75	-4,223.65		-3,778.46
09/30/2022						-9,479.52	
12/15/2022	145,862.96	149,032.50		149,032.50	-3,169.54		-2,796.26
06/15/2023	145,376.28	152,470.00		152,470.00	-7,093.72		-6,171.75
09/30/2023						-10,263.26	
12/15/2023	144,879.86	150,812.50		150,812.50	-5,932.64		-5,090.21
06/15/2024	144,373.52	149,122.50		149,122.50	-4,748.98		-4,018.29
09/30/2024						-10,681.62	
12/15/2024	143,857.05	152,367.50		152,367.50	-8,510.45		-7,101.45
06/15/2025	143,330.25	150,511.25		150,511.25	-7,181.00		-5,909.25
09/30/2025						-15,691.45	
12/15/2025	142,792.91	153,621.25		153,621.25	-10,828.34		-8,787.45
06/15/2026	142,244.83	151,626.25		151,626.25	-9,381.42		-7,507.98
09/30/2026						-20,209.76	
12/15/2026	141,685.79	149,561.25		149,561.25	-7,875.46		-6,215.61
06/15/2027	141,115.56	152,461.25		152,461.25	-11,345.69		-8,830.64
09/30/2027						-19,221.15	
12/15/2027	140,533.93	150,250.00		150,250.00	-9,716.07		-7,457.71
06/15/2028	139,940.67	153,002.50		153,002.50	-13,061.83		-9,887.17
09/30/2028						-22,777.90	
12/15/2028	139,335.54	40,640.00		40,640.00	98,695.54		73,674.81
06/15/2029	138,718.30				138,718.30		102,119.50
09/30/2029						237,413.84	
12/15/2029	138,088.74				138,088.74		100,250.51
06/15/2030	137,446.57				137,446.57		98,404.65
09/30/2030						275,535.31	
12/15/2030	129,953.72				129,953.72		91,753.76
09/30/2031						129,953.72	
	3,582,853.96	3,068,670.00	30,632.38	3,099,302.38	483,551.58	483,551.58	327,963.02

Savings Summary

PV of savings from cash flow	327,963.02
Net PV Savings	327,963.02

SAVINGS BY MATURITY

THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]

Bond	Maturity Date	Interest Rate	Par Amount	Adjusted Savings	Adjusted Savings Percent
2010 NDEQ Loan C317351 (corrected version), 10NDEQ:					
TERM30	12/15/2018	4.000%	83,075.64	4,673.35	5.625%
	06/15/2019	4.000%	84,737.16	5,351.49	6.315%
	12/15/2019	4.000%	86,431.90	5,622.16	6.505%
	06/15/2020	4.000%	88,160.54	6,333.58	7.184%
	12/15/2020	4.000%	89,923.75	7,062.15	7.853%
	06/15/2021	4.000%	91,722.22	7,600.83	8.287%
	12/15/2021	4.000%	93,556.67	8,364.85	8.941%
	06/15/2022	4.000%	95,427.80	8,738.08	9.157%
	12/15/2022	4.000%	97,336.36	9,539.01	9.800%
	06/15/2023	4.000%	99,283.08	10,359.01	10.434%
	12/15/2023	4.000%	101,268.74	10,991.01	10.853%
	06/15/2024	4.000%	103,294.12	11,850.30	11.472%
	12/15/2024	4.000%	105,360.00	12,522.42	11.885%
	06/15/2025	4.000%	107,467.20	13,422.67	12.490%
	12/15/2025	4.000%	109,616.55	14,344.03	13.086%
	06/15/2026	4.000%	111,808.88	15,079.50	13.487%
	12/15/2026	4.000%	114,045.05	16,044.47	14.069%
	06/15/2027	4.000%	116,325.96	16,824.46	14.463%
	12/15/2027	4.000%	118,652.47	17,834.81	15.031%
	06/15/2028	4.000%	121,025.52	18,661.17	15.419%
	12/15/2028	4.000%	123,446.03	19,718.86	15.974%
	06/15/2029	4.000%	125,914.95	20,593.47	16.355%
	12/15/2029	4.000%	128,433.25	21,700.49	16.896%
	06/15/2030	4.000%	131,001.92	22,319.21	17.037%
	12/15/2030	4.000%	126,784.12	22,411.62	17.677%
			2,654,099.88	327,963.02	

BOND PRICING

**THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bond:					
	12/15/2018	115,000	1.650%	1.650%	100.000
	06/15/2019	120,000	2.100%	2.100%	100.000
	12/15/2019	120,000	2.150%	2.150%	100.000
	06/15/2020	120,000	2.200%	2.200%	100.000
	12/15/2020	120,000	2.250%	2.250%	100.000
	06/15/2021	125,000	2.350%	2.350%	100.000
	12/15/2021	125,000	2.400%	2.400%	100.000
	06/15/2022	125,000	2.450%	2.450%	100.000
	12/15/2022	125,000	2.500%	2.500%	100.000
	06/15/2023	130,000	2.550%	2.550%	100.000
	12/15/2023	130,000	2.600%	2.600%	100.000
	06/15/2024	130,000	2.700%	2.700%	100.000
	12/15/2024	135,000	2.750%	2.750%	100.000
	06/15/2025	135,000	2.800%	2.800%	100.000
	12/15/2025	140,000	2.850%	2.850%	100.000
	06/15/2026	140,000	2.950%	2.950%	100.000
	12/15/2026	140,000	3.000%	3.000%	100.000
	06/15/2027	145,000	3.050%	3.050%	100.000
	12/15/2027	145,000	3.100%	3.100%	100.000
	06/15/2028	150,000	3.150%	3.150%	100.000
	12/15/2028	40,000	3.200%	3.200%	100.000
		2,655,000			

Dated Date	06/15/2018	
Delivery Date	06/15/2018	
First Coupon	12/15/2018	
Par Amount	2,655,000.00	
Original Issue Discount		
Production	2,655,000.00	100.000000%
Underwriter's Discount	-25,222.50	-0.950000%
Purchase Price	2,629,777.50	99.050000%
Accrued Interest		
Net Proceeds	2,629,777.50	

BOND SUMMARY STATISTICS

THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]

Dated Date	06/15/2018
Delivery Date	06/15/2018
First Coupon	12/15/2018
Last Maturity	12/15/2028
Arbitrage Yield	2.804034%
True Interest Cost (TIC)	2.994925%
Net Interest Cost (NIC)	2.813603%
All-In TIC	3.043091%
Average Coupon	2.813603%
Average Life (years)	5.538
Weighted Average Maturity (years)	5.538
Duration of Issue (years)	5.065
Par Amount	2,655,000.00
Bond Proceeds	2,655,000.00
Total Interest	413,670.00
Net Interest	438,892.50
Bond Years from Dated Date	14,702,500.00
Bond Years from Delivery Date	14,702,500.00
Total Debt Service	3,068,670.00
Maximum Annual Debt Service	305,247.50
Average Annual Debt Service	292,254.29
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	9.500000
Total Underwriter's Discount	9.500000
Bid Price	99.050000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bond	2,655,000.00	100.000	2.814%	5.538	12/28/2023	1,335.00
	2,655,000.00			5.538		1,335.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,655,000.00	2,655,000.00	2,655,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-25,222.50	-25,222.50	
- Cost of Issuance Expense		-6,310.00	
- Other Amounts			
Target Value	2,629,777.50	2,623,467.50	2,655,000.00
Target Date	06/15/2018	06/15/2018	06/15/2018
Yield	2.994925%	3.043091%	2.804034%

BOND DEBT SERVICE

THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]

Dated Date 06/15/2018
Delivery Date 06/15/2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2018	115,000	1.650%	34,701.25	149,701.25	
06/15/2019	120,000	2.100%	33,752.50	153,752.50	
09/30/2019					303,453.75
12/15/2019	120,000	2.150%	32,492.50	152,492.50	
06/15/2020	120,000	2.200%	31,202.50	151,202.50	
09/30/2020					303,695.00
12/15/2020	120,000	2.250%	29,882.50	149,882.50	
06/15/2021	125,000	2.350%	28,532.50	153,532.50	
09/30/2021					303,415.00
12/15/2021	125,000	2.400%	27,063.75	152,063.75	
06/15/2022	125,000	2.450%	25,563.75	150,563.75	
09/30/2022					302,627.50
12/15/2022	125,000	2.500%	24,032.50	149,032.50	
06/15/2023	130,000	2.550%	22,470.00	152,470.00	
09/30/2023					301,502.50
12/15/2023	130,000	2.600%	20,812.50	150,812.50	
06/15/2024	130,000	2.700%	19,122.50	149,122.50	
09/30/2024					299,935.00
12/15/2024	135,000	2.750%	17,367.50	152,367.50	
06/15/2025	135,000	2.800%	15,511.25	150,511.25	
09/30/2025					302,878.75
12/15/2025	140,000	2.850%	13,621.25	153,621.25	
06/15/2026	140,000	2.950%	11,626.25	151,626.25	
09/30/2026					305,247.50
12/15/2026	140,000	3.000%	9,561.25	149,561.25	
06/15/2027	145,000	3.050%	7,461.25	152,461.25	
09/30/2027					302,022.50
12/15/2027	145,000	3.100%	5,250.00	150,250.00	
06/15/2028	150,000	3.150%	3,002.50	153,002.50	
09/30/2028					303,252.50
12/15/2028	40,000	3.200%	640.00	40,640.00	
09/30/2029					40,640.00
	2,655,000		413,670.00	3,068,670.00	3,068,670.00

SUMMARY OF BONDS REFUNDED

THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2010 NDEQ Loan C317351 (corrected version):					
TERM30	12/15/2018	4.000%	83,075.64	06/15/2018	100.000
	06/15/2019	4.000%	84,737.16	06/15/2018	100.000
	12/15/2019	4.000%	86,431.90	06/15/2018	100.000
	06/15/2020	4.000%	88,160.54	06/15/2018	100.000
	12/15/2020	4.000%	89,923.75	06/15/2018	100.000
	06/15/2021	4.000%	91,722.22	06/15/2018	100.000
	12/15/2021	4.000%	93,556.67	06/15/2018	100.000
	06/15/2022	4.000%	95,427.80	06/15/2018	100.000
	12/15/2022	4.000%	97,336.36	06/15/2018	100.000
	06/15/2023	4.000%	99,283.08	06/15/2018	100.000
	12/15/2023	4.000%	101,268.74	06/15/2018	100.000
	06/15/2024	4.000%	103,294.12	06/15/2018	100.000
	12/15/2024	4.000%	105,360.00	06/15/2018	100.000
	06/15/2025	4.000%	107,467.20	06/15/2018	100.000
	12/15/2025	4.000%	109,616.55	06/15/2018	100.000
	06/15/2026	4.000%	111,808.88	06/15/2018	100.000
	12/15/2026	4.000%	114,045.05	06/15/2018	100.000
	06/15/2027	4.000%	116,325.96	06/15/2018	100.000
	12/15/2027	4.000%	118,652.47	06/15/2018	100.000
	06/15/2028	4.000%	121,025.52	06/15/2018	100.000
	12/15/2028	4.000%	123,446.03	06/15/2018	100.000
	06/15/2029	4.000%	125,914.95	06/15/2018	100.000
	12/15/2029	4.000%	128,433.25	06/15/2018	100.000
	06/15/2030	4.000%	131,001.92	06/15/2018	100.000
	12/15/2030	4.000%	126,784.12	06/15/2018	100.000
			2,654,099.88		

ESCROW REQUIREMENTS

**THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]**

Period Ending	Principal Redeemed	Total
06/15/2018	2,654,099.88	2,654,099.88
	2,654,099.88	2,654,099.88



D.A. DAVIDSON
CHIEF FINANCIAL OFFICER

PRIOR BOND DEBT SERVICE
THE CITY OF BELLEVUE, NEBRASKA
WASTE WATER REVENUE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of 2009 NDEQ Loan
Non-Rated, BQ, Accelerated at \$305K MADS
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Annual 1% Fee	Total	Annual Total
12/15/2018	83,075.64	4.000%	53,082.00	136,157.64		13,270.50	149,428.14	
06/15/2019	84,737.16	4.000%	51,420.48	136,157.64		12,855.12	149,012.76	
09/30/2019					272,315.28			298,440.90
12/15/2019	86,431.90	4.000%	49,725.74	136,157.64		12,431.44	148,589.08	
06/15/2020	88,160.54	4.000%	47,997.10	136,157.64		11,999.28	148,156.92	
09/30/2020					272,315.28			296,746.00
12/15/2020	89,923.75	4.000%	46,233.89	136,157.64		11,558.47	147,716.11	
06/15/2021	91,722.22	4.000%	44,435.42	136,157.64		11,108.85	147,266.49	
09/30/2021					272,315.28			294,982.60
12/15/2021	93,556.67	4.000%	42,600.97	136,157.64		10,650.24	146,807.88	
06/15/2022	95,427.80	4.000%	40,729.84	136,157.64		10,182.46	146,340.10	
09/30/2022					272,315.28			293,147.98
12/15/2022	97,336.36	4.000%	38,821.28	136,157.64		9,705.32	145,862.96	
06/15/2023	99,283.08	4.000%	36,874.56	136,157.64		9,218.64	145,376.28	
09/30/2023					272,315.28			291,239.24
12/15/2023	101,268.74	4.000%	34,888.90	136,157.64		8,722.22	144,879.86	
06/15/2024	103,294.12	4.000%	32,863.52	136,157.64		8,215.88	144,373.52	
09/30/2024					272,315.28			289,253.38
12/15/2024	105,360.00	4.000%	30,797.64	136,157.64		7,699.41	143,857.05	
06/15/2025	107,467.20	4.000%	28,690.44	136,157.64		7,172.61	143,330.25	
09/30/2025					272,315.28			287,187.30
12/15/2025	109,616.55	4.000%	26,541.09	136,157.64		6,635.27	142,792.91	
06/15/2026	111,808.88	4.000%	24,348.76	136,157.64		6,087.19	142,244.83	
09/30/2026					272,315.28			285,037.74
12/15/2026	114,045.05	4.000%	22,112.59	136,157.64		5,528.15	141,685.79	
06/15/2027	116,325.96	4.000%	19,831.68	136,157.64		4,957.92	141,115.56	
09/30/2027					272,315.28			282,801.35
12/15/2027	118,652.47	4.000%	17,505.17	136,157.64		4,376.29	140,533.93	
06/15/2028	121,025.52	4.000%	15,132.12	136,157.64		3,783.03	139,940.67	
09/30/2028					272,315.28			280,474.60
12/15/2028	123,446.03	4.000%	12,711.61	136,157.64		3,177.90	139,335.54	
06/15/2029	125,914.95	4.000%	10,242.68	136,157.63		2,560.67	138,718.30	
09/30/2029					272,315.27			278,053.84
12/15/2029	128,433.25	4.000%	7,724.39	136,157.64		1,931.10	138,088.74	
06/15/2030	131,001.92	4.000%	5,155.72	136,157.64		1,288.93	137,446.57	
09/30/2030					272,315.28			275,535.31
12/15/2030	126,784.12	4.000%	2,535.68	129,319.80		633.92	129,953.72	
09/30/2031					129,319.80			129,953.72
	2,654,099.88		743,003.27	3,397,103.15	3,397,103.15	185,750.81	3,582,853.96	3,582,853.96

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a
5.29.18

COUNCIL MEETING DATE:	May 29, 2018	AGENDA ITEM TYPE:
		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 (SEE CLERK) <input type="checkbox"/>

SUBMITTED BY:	
Mike Christensen Chief Building Official	

SUBJECT:

Bids for the demolition of the structure located at 2611 Harrison St.

SYNOPSIS:

This house has continued to deteriorate over the past eight years and there has been no effort to make any repairs to the home during this time. A resolution was passed on April 9th 2018 for the structure to be torn down and the debris removed by May 11, 2018. There has been no response to comply with the order.

FISCAL IMPACT:

The funds will need to come from the City of Bellevue Betterment funds

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Accept bid (#1) from Anderson Excavation Co., INC.

#12,808

BACKGROUND:

Anderson Excavation has performed several demolitions for the City in the past and has included in their bid for the removal and disposal of all asbestos. This is an old house that historically contains asbestos in several different locations. The costs for the required inspections and removal/disposal of these materials can cost upwards of \$1,300.00 or more.

ATTACHMENTS:

- 1 Bid - Anderson Excavating Co.
- 2 Bid - Poloncic Constuction
- 3 Bid - Tedder Construction

4 Bid - Heimes Corp.

5

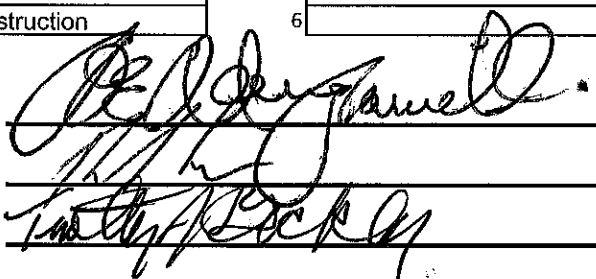
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



#1

ESTIMATE
ANDERSON EXCAVATING CO., INC.

1920 Dorcas Street
Omaha, NE 68108
Phone: 402-345-8800

An Equal Opportunity Employer

Submitted To: Mike Christiansen
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Phone: 402-293-2015 Date: 05/10/18
Project: Demolition of house
Location: 2611 Harrison St., Bellevue, NE
email: mike.christensen@bellevue.net

1. Provide a certificate of insurance for our work
2. Disconnect utilities according to all city codes.
3. Provide demolition permit.
4. All salvage to become the property of this contractor upon notice to proceed.
5. Provide all labor, equipment, inspection and supervision for the removal and disposal of all asbestos containing materials in accordance to all city, county, state and EPA regulations.
6. Provide all labor, equipment, and supervision for the complete demolition of house including footings and foundations.
7. Dispose of all debris and rubble at licensed landfills.
8. Removal of driveway and surface concrete.
9. Backfill and compact basement with clean fill material to existing surrounding elevations.
10. No tree removal.

TOTAL PRICE FOR ABOVE WORK

\$12,808.00

We hereby propose hereby to furnish material & labor complete in accordance with the above specifications, for the sum of:

TWELVE THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND NO CENTS.

PAYMENT DUE TEN DAYS FROM INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents, or delays beyond control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered under Worker's Compensation.

Authorized
Signature: _____

Virginia M. Anderson, President

ACCEPTANCE OF SUPPLEMENTAL CONTRACT The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined in contract.

Signature _____

Alternate Acceptance: _____

Signature: _____

#2

POLONCIC CONSTRUCTION & TRUCKING COMPANY
2502 HOLLY STREET
BELLEVUE, NE 68147

PROPOSAL

City of Bellevue

2611 Harrison Street
BELLEVUE, NE

We hereby propose to do the following

- 1) Demo house
- 2) Disconnect utilities, cap sewer, gas, water, and electricity
- 3) The city will handle anything to do with absetos
- 4) Fill hole with dirt and plant grass seed
- 5) If awarded contract anything left on property becomes property of contractor.

TOTAL \$12,000.00

Bellevue



Poloncic Construction

Date

5-18-18

Date

#3

QUOTE

Josh Tedder Construction Inc.

DATE: MAY 11, 2018

3901 Platteview Road
Bellevue, NE 68123
(402) 981-5955

TO City of Bellevue
Attn: Mike Christensen

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Tear down/remove structure at 2611 Harrison St.		
	Tear down and remove structure	\$6,000.00	\$6,000.00
	Remove foundation/concrete floor	\$2,000.00	\$2,000.00
	Cap water/sewer	\$1,000.00	\$1,000.00
	Fill in basement with dirt and seed	\$2,500.00	\$2,500.00
	City is responsible to remove any asbestos		
SUBTOTAL			\$11,500.00
SALES TAX			
TOTAL			\$11,500.00

Quotation prepared by:

 5-11-18

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

#4



Proposal

Excavating & Utilities Division
 9144 South 147th Street • Omaha, NE 68138-3866
 (402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
210 W. Mission Ave
Bellevue, NE 68005
Attn.: Mike

Date **5/16/18**
 Phone **402.293.3032**
 Email **Mike.Christensen@bellevue.net**
 Job Info **House Demolition**
2611 Harrison St

House Demolition

Obtain asbestos inspection, air quality notification, and utility disconnections including sanitary sewer and water service
 Demolish (1) single story house including basement foundation and footings
 Haul off and legally dispose of all non-hazardous material
 Import and compact fill to bring building footprint up to grade level – sloped grade
 Furnish and install fescue seed and erosion control fabric

BID PRICE \$ 18,212.00

NOTES:

Performance bond has been included
 **250 CY of soil will be imported to fill the void left from the foundation – if no dir fill is required, DEDUCT \$ 3,375.00 from bid price
 Water service will be disconnect from main per MUD requirements – if new building is to be built after house demolition, deduct \$ 515.00 for disconnection
 Seed and fabric will be placed on new fill
 No pavement replacement has been included
 No compaction testing has been included – soil will be track compacted with track loader
 No salvage of any material has been included, all material will be disposed
 No removal of sewer lines outside of building footprint has been included
 No removal of wet or unsuitable soil has been included
 Any hazardous materials discovered may require change pricing to remove from site; otherwise they will be container stored for owner disposal

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Matt Sykora for Heimes Corp.

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

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

136
5.29.18

COUNCIL MEETING DATE:	May 29, 2018	AGENDA ITEM TYPE:
SUBMITTED BY: Mike Christensen Chief Building Official		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 (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Bids for the demolition of the structure located at 15006 So. 20th St.

SYNOPSIS:

This house was damaged from the June 2017 tornado and left partially demolished and uninhabitable. A resolution was passed on April 9th 2018 for the structure to be torn down and the debris removed by May 11, 2018. There has been no response to comply with the order.

FISCAL IMPACT:

The funds will need to come from the Community Betterment funds

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Accept bid (#1) from Polonic Construction

\$18,000

BACKGROUND:

Polonic Construction has performed several demolitions for the City in the past and always completed the projects professionally. This house is a newer home that was constructed ten years ago and should not have asbestos containing construction materials. There will still need to be an asbestos inspection performed at an estimated cost of around \$450.00

ATTACHMENTS:

- 1 Bid - Polonic Construction
- 2 Bid - Anderson Excavating Co.
- 3 Bid - Tedder Construction

4 Bid - Heimes Corp.

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Handwritten signatures]

#1

POLONCIC CONSTRUCTION & TRUCKING COMPANY
2502 HOLLY STREET
BELLEVUE, NE 68147

PROPOSAL

City of Bellevue

15006 So. 20th St
BELLEVUE, NE

We hereby propose to do the following

- 1) Demo house ^{+ Footings, Foundation and Driveway} AP
- 2) Disconnect utilities, cap sewer, gas, water, and electricity
- 3) The city will handle anything to do with absetos
- 4) Fill hole with dirt and plant grass seed
- 5) If awarded contract anything left on property becomes property of contractor.

TOTAL \$18,000.00

Bellevue

Alton L. Polnic
Polonic Construction

Date

5-18-18
Date

Approved as to form:

Matthew Polnic
City Attorney

#2

ESTIMATE
ANDERSON EXCAVATING CO., INC.

1920 Dorcas Street

Omaha, NE 68108

Phone: 402-345-8800

An Equal Opportunity Employer

Submitted To: Mike Christiansen
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Phone: 402-293-2015 Date: 05/10/18
Project: Demolition of house
Location: 15006 S. 20th St., Bellevue, NE
email: mike.christensen@bellevue.net

1. Provide a certificate of insurance for our work
2. Disconnect utilities according to all city codes.
3. Provide demolition permit.
4. All salvage to become the property of this contractor upon notice to proceed.
5. Provide all labor, equipment, inspection and supervision for the removal and disposal of all asbestos containing materials in accordance to all city, county, state and EPA regulations.
6. Provide all labor, equipment, and supervision for the complete demolition of house including footings and foundations.
7. Dispose of all debris and rubble at licensed landfills.
8. Removal of driveway and surface concrete.
9. Backfill and compact basement with clean fill material to existing surrounding elevations.

TOTAL PRICE FOR ABOVE WORK

\$22,988.00

We hereby propose to furnish material & labor complete in accordance with the above specifications, for the sum of:

TWENTY TWO THOUSAND NINE HUNDRED EIGHTY EIGHT DOLLARS AND NO CENTS.

PAYMENT DUE TEN DAYS FROM INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents, or delays beyond control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered under Worker's Compensation.

Authorized
Signature: _____

Virginia M. Anderson, President

ACCEPTANCE OF SUPPLEMENTAL CONTRACT The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined in contract.

Signature _____

Alternate Acceptance: _____

Signature: _____

#3

QUOTE

Josh Tedder Construction Inc.

DATE: MAY 11, 2018

3901 Platteview Road
Bellevue, NE 68123
(402) 981-5955

TO City of Bellevue
Attn: Mike Christensen

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Tear down/remove structure at 15006 S 20 th St..		
	Tear down and remove structure	\$8,000.00	\$8,000.00
	Remove foundation/concrete floor	\$4,000.00	\$4,000.00
	Cap water/sewer	\$1,000.00	\$1,000.00
	Fill in basement with dirt and seed	\$9,500.00	\$9,500.00
	City is responsible to remove any asbestos		
SUBTOTAL			\$22,500.00
SALES TAX			
TOTAL			\$22,500.00

Quotation prepared by:

 5-11-18

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
210 W. Mission Ave
Bellevue, NE 68005
Attn.: Mike

Date **5/16/18**
Phone **402.293.3032**
Email **Mike.Christensen@bellevue.net**
Job Info **House Demolition**
15006 S 20th St

House Demolition

Obtain asbestos inspection, air quality notification, and utility disconnections including sanitary sewer and water service
Demolish (1) single story house including basement foundation and footings
Haul off and legally dispose of all non-hazardous material
Import and compact fill to bring building footprint up to grade level
Furnish and install fescue seed and erosion control fabric

BID PRICE \$ 32,659.00

NOTES:

Performance bond has been included
**1080 CY of soil will be imported to fill the void left from the foundation – if no dir fill is required, DEDUCT \$ 13,844.00 from bid price
Water service will be disconnect from main per MUD requirements – if new building is to be built after house demolition, deduct \$ 515.00 for disconnection
Seed and fabric will be placed on new fill
No pavement replacement has been included
No compaction testing has been included – soil will be track compacted with track loader
No salvage of any material has been included, all material will be disposed
No removal of sewer lines outside of building footprint has been included
No removal of wet or unsuitable soil has been included
Any hazardous materials discovered may require change pricing to remove from site; otherwise they will be container stored for owner disposal

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Matt Sykora for Heimes Corp.

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

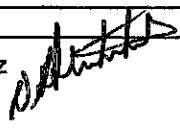
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

130
5.29.18

COUNCIL MEETING DATE:	05/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Acting Chief Dave Stukenholtz 		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Maintenance Agreement

SYNOPSIS:

PD records unit has a scanner for archiving all reports for the Police Department . The 6 month warranty expires end of month, we would like to extend the service agreement for three years.

FISCAL IMPACT:

1,335.00 for a three year maintenance agreement

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	3 year maintenance of scanner		
	Expected Start Date:	08/01/2018	Expected End Date:	08/01/2021
	CIP Project Name:			
	MAPA # and Name:			
	Street District # and Name:			
Finance	Distribution Code:	20		
	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]			
	GL Account #:	6034	GL Account Name:	Contractual Services

RECOMMENDATION:

I am requesting the approval of the service agreement of the Records Units Scanner for Archiving all reports for the Police Department.

BACKGROUND:

The records department per law has to keep reports for years, and the only way to do this is to scan the reports into a data base. Before getting this machine each report had to be individually scanned. Now with this system we are able to keep up with the amount of reports that the department produces.

ATTACHMENTS:

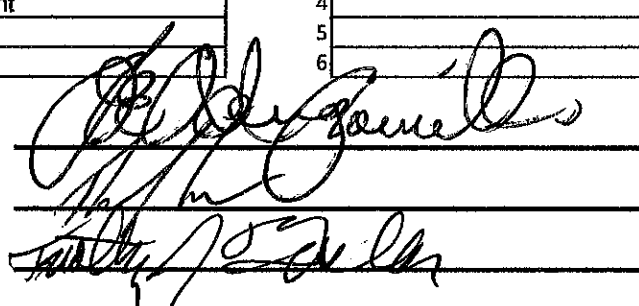
1	Service agreement	4	
2		5	
3		6	

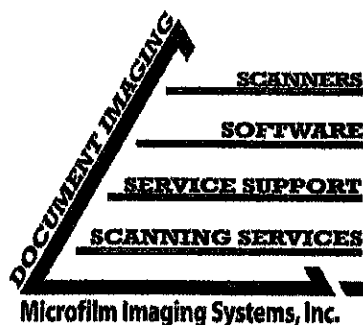
SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





2530 Harney Street • Omaha, NE 68131
 (402) 346-7211 • 800-346-1365
 Fax (402) 346-6643
 www.MicrofilmImaging.com

SERVICE AGREEMENT

General Terms and Conditions

Customer City of Bellevue Police Department
 Contact Name and Phone Number Jody Van Houten 402-293-3172
 Equipment Location 1501 Wall Street Bellevue, NE 68005
 Billing Address (If different from location)
 Equipment Model and Serial Number Canon DR-G1100, SN GG301790
 Included Accessories
 Service Agreement Dates and Amount 6/1/18-5/31/21 \$480.00 per year

MIS Representative Name and Title Annie LaRue, Director of Accounting

MIS Signature and Date

Annie LaRue 5/13/18

Customer Representative Name and Title

Customer Signature and Date

Microfilm Imaging Systems, (MIS) agrees to furnish and Customer agrees to accept and pay for maintenance service on the equipment listed. Maintenance service will be provided according to the terms and conditions set forth in this document.

- Maintenance Service.** MIS agrees to provide to Customer:
 - On-site maintenance from 8:00 a.m. to 5:00 p.m. Monday through Friday, CT, excluding State Holidays.
 - On-site maintenance to include labor, travel costs (trip charge) and parts.
 - Cleaning the scanner is the responsibility of the Customer.
 - All labor, service parts and Equipment modifications MIS deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis. For certain Equipment, MIS reserves the right to replace the entire unit or components with different equipment of equal or better quality from like manufacturer, when MIS determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of the MIS unless otherwise stated or determined by both parties. If it is determined that the Equipment cannot be fixed, the Service Agreement paid will be refunded on a pro-rata basis.
- Acceptance.** This Agreement is not binding unless and until it has been accepted in writing by the signature of an authorized representative of each of the parties. This is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform maintenance service or the performance of any maintenance service, shall not constitute acceptance of this Agreement.
- Definitions.** As used in this Agreement, "Equipment" means the equipment listed on the front page of this Agreement. "On-Site Coverage Hours" means those hours listed on the front page of the Agreement under Maintenance Service (a).
- Term and Termination.** The On-Site Service and Support Agreement period is listed on the front page of the Agreement. Either party may terminate this Agreement in the event the other party fails to comply with any of the terms and conditions of this Agreement.
- Fees.** Customer agrees to pay the Maintenance Fee listed in this Agreement for services covered by this Agreement.

6. **Travel.** The Maintenance Fee includes, and MIS will make no additional charge for travel expenses associated with covered maintenance services performed during On-Site Coverage Hours.
7. **Equipment Transfer.** To assure continuous coverage of the Equipment, Customer shall provide written notice to MIS prior to any transfer of any Equipment to a location other than the location listed herein or most recently reported to MIS. Transfer of Equipment to a different service zone will result in an adjustment of fees and/or average response time to the applicable rates for the new zone as mutually agreeable in writing by both parties.
8. **Upgrades.** To assure complete coverage of Customer's system, Customer agrees to notify MIS in writing within thirty (30) days of any upgrade made to any of the Equipment. There may be an additional charge for coverage for upgraded Equipment as mutually agreeable in writing by both parties.
9. **Invoicing.** The Maintenance Fee will be invoiced in advance. The Maintenance Fee for a partial month's service will be pro-rated on the basis of a thirty (30) day month. Payments are due upon receipt of an undisputed invoice, merchandise or service.
10. **Limited Warranty.** MIS warrants that Equipment maintenance service performed under this Agreement by MIS will be performed competently and in accordance with industry practices, and Equipment and service parts furnished by MIS will be free of defects in material and manufacture upon installation. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MIS MAKES NO OTHER WARRANTIES WITH RESPECT TO SUCH SERVICE AND ANY EQUIPMENT AND SERVICE PARTS FURNISHED BY MIS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. IF ANY FAILURE TO MEET THE FOREGOING WARRANTY APPEARS AND NOTICE THEREOF IS PROVIDED TO MIS WITHIN THE TERM OF THIS AGREEMENT OR WITHIN THIRTY (30) DAYS FROM THE DATE SERVICE WAS PERFORMED, WHICHEVER IS LATER, MIS WILL CORRECTLY RE-PERFORM THE SERVICES IDENTIFIED OR REPLACE OR REPAIR, AT MIS'S OPTION, THE DEFECTIVE EQUIPMENT OR SERVICE PART PROVIDED. THE FOREGOING CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.

WITH RESPECT TO SERVICES EXCLUDED IN THE PRODUCT SPECIFIC ATTACHMENTS (IF ANY) AND WITH RESPECT TO SUPPLIES, SERVICE PARTS AND OTHER MATERIALS THAT MAY BE FURNISHED BY MIS PURSUANT TO SUCH EXCLUDED SERVICES, MIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by applicable law, MIS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, EVEN IF MIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. MIS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT. SOME STATES HAVE LAWS WHICH REQUIRE LIABILITY RIGHTS DIFFERENT FROM THOSE STATED IN THIS AGREEMENT. IN SUCH STATES, THE MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY.
12. **Force Majeure.** Neither party shall be responsible for failure to comply with this Agreement due to causes beyond its reasonable control.
13. **Notices.** Service of all notices under this Agreement shall be in writing and sent by first class mail, postage prepaid and addressed to the last known address of the party to be served. Notices sent by certified mail, return receipt requested, shall be presumed to have been received.
14. **Assignment.** MIS may not assign, voluntarily or involuntarily this Agreement or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the Customer, which will not be unreasonably withheld.
15. **Customer Misrepresentation.** If Customer misrepresents any Equipment configuration whether or not intentionally, at MIS's option, MIS may (a) adjust the Fees under this Agreement, as mutually agreeable to both parties, to reflect the actual Equipment configuration, or (b) exclude from coverage under this Agreement any Equipment for which MIS has not charged or has undercharged as a result of such misrepresentation. Customer represents that the Equipment is in good working order on the date of (or in the case of additional equipment, when added to) this Agreement. If MIS reasonably determines that any Equipment was not in good working order as represented, MIS may, as mutually agreeable to both parties, adjust the Fees under this Agreement appropriately or charge Customer at MIS's then current rates of travel, labor and materials for any repairs required to place such Equipment in good working order.
16. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Nebraska, constitutes the entire Agreement between the parties and supersedes and terminates any and all prior Agreements and communications, whether written or oral, between the parties with respect to the subject matter of the Agreement. Customer agrees that it has not relied on any representation, warranty or provision, whether written or oral, not explicitly stated in this Agreement. The Agreement may not be modified or supplemented orally. No provision, condition or breach of this Agreement may be waived orally. Any such modification, supplement or waiver must be in writing and signed by a duly authorized representative of the party against whom enforcement is sought. Waiver of any default shall not constitute a waiver of any subsequent default.
17. **Supplies.** As used in the Agreement, "Supplies" means materials which are necessary for complete functioning of the Equipment, but which are normally supplied by the Equipment end-user. Items such as film, toner, chemicals, and paper are considered supply items and are to be provided by the Customer at Customer expense.
18. **Consumables.** As used in the Agreement, the word "Consumables" means parts or materials which are necessary for complete function of the Equipment, but which DO NOT require installation by a Service Technician. (If the Equipment Reference Guide describes the process of a customer replacing any component, it is considered a "consumable".) Replacement of consumables which shall include but not be limited to drums, exposure lamps and exchange roller kits are not covered by this Agreement and will be charged separately.

19. Exclusions. The Maintenance Fee does not include, and MIS is not obligated to provide or perform:

- a. Repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer, (ii) accident, (iii) disaster, which shall include but not be limited to fire, flood, water, wind, and lightning, (iv) neglect, abuse or misuse, (v) failure of Customer to follow the Equipment manufacturer's published operating instructions, (vi) modification, service or repair of the Equipment by other than assigned MIS personnel, (vii) use of the Equipment for purposes other than for which designed, (viii) use of incompatible supplies, (ix) defects or errors in software supplied by persons other than MIS, or (x) Customer's denial of full and free access to the Equipment or denial of departure from Customer's site;
- b. Painting or refinishing the Equipment or furnishing the material therefor;
- c. Relocation of Equipment;
- d. Electrical work external to the Equipment;
- e. Maintenance of optional components, accessories or peripherals or other optional devices not specifically listed in this Agreement;
- f. Installation or removal of Equipment, components, accessories, peripherals or service parts except pursuant to maintenance service which MIS has agreed to perform under this Agreement;
- g. Software maintenance and support; and
- h. Service of equipment that results from modification, alterations, connections, changes in configuration or failure of operation of any EXTERNAL device, peripheral, host computing equipment or software not under the control of MIS.

If requested by Customer and performed or furnished by MIS, the foregoing items will be charged to Customer at a mutually agreeable rate as provided in a written quote to the Customer by MIS.

End of document

Microfilm Imaging Systems, Inc

2530 Harney Street
Omaha, NE 68131
USA

INVOICE

Invoice Number: 76233
Invoice Date: May 13, 2018
Page: 1

Voice: 402-346-7211
Fax: 402-346-6643

Bill To:

CITY OF BELLEVUE
ACCTS PAYABLE
210 W MISSION AVE
BELLEVUE, NE 68005

Ship to:

CITY OF BELLEVUE POLICE DEPT
JODY VAN HOUTEN
1510 WALL STREET
BELLEVUE, NE 68005

Customer ID	Customer PO	Payment Terms	
CTYBEL		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS GROUND		5/23/18

Quantity	Item	Description	Unit Price	Amount
3.00	GSAMASCN	ANNUAL SERVICE AGREEMENT CANON DR-G1100, SN GG301790 6/1/18-5/31/21	480.00	1,440.00
Subtotal				1,440.00
Sales Tax				
Total Invoice Amount				1,440.00
Payment/Credit Applied				
TOTAL				1,440.00

Check/Credit Memo No:

Attached - Credit 105.00
Total \$ 1,335.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d
5.29.18

COUNCIL MEETING DATE:	5/29/2018	AGENDA ITEM TYPE:
		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 (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Professional GIS Mapping Services

SYNOPSIS:

Request approval of the Contract and Scope of Services for Professional GIS Mapping Services between the City of Bellevue and Midland GIS Solutions and authorize the Mayor to sign the Contract.

FISCAL IMPACT:

\$67,250

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

Stormwater Grant 10-10-7054 Proj 4100
PW 18(2) USING 2016 & 2017 GRANTS

RECOMMENDATION:

Request approval of the Contract and Scope of Services for Professional GIS Mapping Services between the City of Bellevue and Midland GIS Solutions and authorize the Mayor to sign the Contract.

BACKGROUND:

This agreement covers the data collection, creation, and construction of a utility GIS program for the City of Bellevue including the development of utility features in accordance with the attached Scope of Services for a GIS Implementation Program. This will be funded through the Stormwater Grant

ATTACHMENTS:

1 Contract
2
3

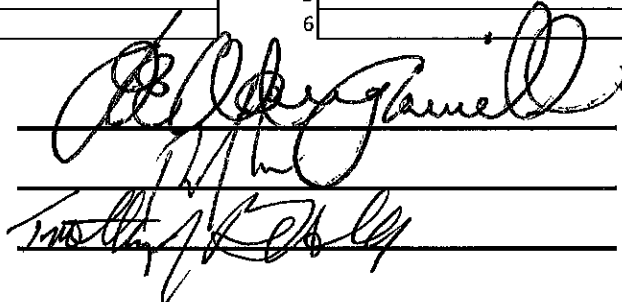
4
5
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



CONTRACT AGREEMENT
AND
SCOPE OF SERVICES
FOR
PROFESSIONAL GIS MAPPING SERVICES
FOR
THE CITY OF BELLEVUE, NEBRASKA
BY
MIDLAND GIS SOLUTIONS

Submittal Date:
May 10, 2018

CONTRACT AGREEMENT

This agreement made and entered this _____ day of _____, 2018, by and between the City of Bellevue, Nebraska, hereinafter referred to as the "CITY" and Midland GIS Solutions, whose principal place of business is located at 501 North Market, Maryville, Missouri, hereinafter referred to as the "COMPANY"

WITNESSETH

WHEREAS, the Company shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for Bellevue, Nebraska, and;

WHEREAS, the Company has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the City desires to utilize the GIS services of the Company;

NOW HERewith, the Company agrees to execute this program and provide the services as outlined in the attached specifications, herein made a part of this agreement.

PURPOSE AND INTENT

This agreement covers the data collection, creation and construction of a utility GIS program for Bellevue, Nebraska, including the development of utility features in accordance with the attached Scope of Services for a GIS Implementation Program.

SECTION ONE

GENERAL PROVISIONS

- 1.1 Whenever the term "City" is used, it shall mean the City of Bellevue, Nebraska.
- 1.2 Whenever the terms "Company", "MGIS", or "Midland GIS Solutions" are used, it shall mean Midland GIS Solutions.
- 1.3 Whenever the term "GIS" is used, it shall mean Geographic Information System.
- 1.4 This contract between Bellevue, Nebraska and Midland GIS Solutions shall be deemed a Nebraska contract and shall be governed by the Laws of the State of Nebraska. It is specifically understood by the parties that this contract is not a contract with the State of Nebraska. The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.
- 1.5 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the City.
- 1.6 This document and all attachments and addendum herein referred to shall constitute the full and complete contract between the parties except as amended according to Section 11 of this agreement.
- 1.7 This contract will become effective after both parties execute it after the City authorizes the contract to be accepted.
- 1.8 The Company agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Company's business or operations resulting from any act or omission of the Company's agents, servants or employees.
- 1.9 The Company shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the Company is contacted by any federal, state, county, or city agency, or any private agency, regarding any aspect of this contract, the Company shall promptly contact the City and shall not respond to the agency without being expressly authorized by the City to do so.

SECTION TWO
ADDITIONAL PROVISIONS

- 2.1 The employees to be trained shall be designated by the Engineering Manager. The training provided by the Company shall be sufficient to familiarize the employees of the City to operate and work within the project.
- 2.2 The Company shall provide at its expense, and subject to the approval of the Engineering Manager, who shall have full editing authority, news media reports to broaden the understanding of the GIS Implementation program to the general public.
- 2.3 The Company shall, at the request of the City, prepare and present to the Engineering Manager, a progress report for each phase of the project.

SECTION THREE
STARTING AND COMPLETION DATES

- 3.1 The project as identified within the attached Scope of Services shall commence once a project schedule is approved by the City.
- 3.2 Final delivery of all approved items as identified in the Scope of Services shall be made to the City of Bellevue, Nebraska by Midland GIS Solutions within four (4) months from the commencement date defined in the project schedule.
- 3.3 No extension time shall be granted to the Company unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the City and must be based on one or more of the following:
 - 3.3.1 Acts of nature that directly affects the Company's ability to perform.
 - 3.3.2 Acts of government agencies that may affect the Company's performance.
 - 3.3.3 Circumstances beyond the control of the Company and not due to any negligence on the part of the Company or its employees (fire, floods, emergencies, or delays brought about by others, etc.)

SECTION FOUR

GIS IMPLEMENTATION FEE

- 4.1 For the performance of the agreement, by the Company, the City shall pay the Company the sum of \$45.00 per storm water feature located in Basin 3-A as designated on Exhibit A of the Contract. The total cost of the project will be \$67,250.00 based on the information provided to Midland GIS by the City of Bellevue.
- 4.2 The City reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of the project. In these event, a supplement to this agreement shall be executed and submitted for the approval of the City prior to performing the additional or changed work or incurring any additional costs therefore. Any change in compensation shall be covered in the supplement agreement. The Company shall not be compensated for work the City does not require that is performed without the prior written approval of the City.
- 4.3 The Company assumes that they will find (10) ten percent more storm water structures than shown in Exhibit A. The Company has built that into the \$45.00 per structure fee. If the Company finds more that (10) ten percent it will stop work and notify the City. The Company will not proceed without written authorization from the City.

SECTION FIVE

METHOD OF PAYMENT

- 5.1 The contract will be invoiced as follows:

Invoices will be submitted to the City on a monthly basis throughout the duration of the project.

The City shall remit payment on invoices submitted by the Company within 30 calendar days.

SECTION SIX

TERMINATION OF CONTRACT

- 6.1 If, for any reason, the Company shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the Company shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Company, or an order is entered adjudicating the Company bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Company, or an assignment for the benefit of creditors of the Company is made, the City shall thereupon have the right to terminate this agreement on ten (10) days written notice by the Engineering Manager.

SECTION SEVEN

OFFICE SPACE/HARDWARE AND SOFTWARE

- 7.1 The Company shall provide the City with a minimum of ten (10) days notice of the need for said office space, hardware and software necessary to install a GIS program for the City. Additional time shall be allowed if the City is unable to provide said hardware or software due to shipping constraints. The parties shall agree on the hardware and software the City shall provide.

SECTION EIGHT

PERSONNEL

- 8.1 The Company shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned to them.
- 8.2 Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the Company. It is understood and agreed that the City may require the Company to remove from the project any person the City considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The Company assigns Kirk Larson, Vice President as the project manager for this project. The project manager will administer and schedule the installation of the GIS for the City and confirm that the utility GIS mapping system is operational.

SECTION NINE

OWNERSHIP OF MATERIAL

- 9.1 Ownership of all materials involved herein shall belong to the City of Bellevue.
- 9.2 No copyright of any nature shall be granted to the Company by the City relative to any material or product resulting from this agreement and GIS Implementation program.

SECTION TEN

PROSECUTION OF WORK

- 10.1 The Company shall commence the work to be performed under this contract after acceptance by the City and the establishment of a start date agreed upon by the Company and the City.
- 10.2 The Company shall carry on the GIS Implementation program without interruption and shall make available to the City all work that has been completed and approved by the City to be used by the City during and at the completion of this contract agreement.

SECTION ELEVEN

CONTRACT AMENDMENTS OR ADDITIONS

- 11.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the City and the principal or principals of the Company under contract.
- 11.2 Troy Hayes, President, Matt Sorensen, VP and Kirk Larson, VP are the appointed individuals with the Company that have the authority to make amendments or additions to the contract.
- 11.3 The Engineering Manager will oversee and accept the completed work by the Company for the City as work proceeds under this contract.

Scope of Services

(The following are products and services to be provided to the City of Bellevue by Midland GIS Solutions for Basin 3-A as described in Exhibit A)

Geodatabase Design Workshop

Midland GIS Solutions will provide a one (1/2) day Geodatabase design work shop for City and County staff. Midland GIS Solutions will work with staff to design a utility Geodatabase model to meet the current and future needs for the City's utility GIS. Midland GIS Solutions will work with the City to identify and define the logical structure for the Geodatabase model.

Geodatabase and Data Dictionary Development

This step represents the physical design step of the MGIS GIS methodology and will involve the development of a physical utility Geodatabase design and structure for the City. It will be based on MGIS previous models, the published ESRI utility model, City requirements and future needs identified by the City. All required elements of a Geodatabase will be defined and prototyped including:

- Geodatabase feature types and classes
- Geodatabase relationship classes and topological enforcement rules
- Primary/foreign key fields and their relationships
- Validation rules and value domains
- Proposed underlying relational database schema(s) including table structures and field types and formats

MGIS will collect and develop the project in a personnel Geodatabase format for internal efficiency and accuracy purposes. As required, MGIS will deliver the data in Geodatabase format to the City.

DIGITAL AERIAL PHOTOGRAPHY INTEGRATION

Midland GIS Solutions will integrate digital aerial photography of the City of Bellevue (provided by the City) into the GIS program. The raster datasets created will be viewed as a continuous, seamless image across the entire project area.

After the datasets are created, the aerial photography will be adjusted for color and contrast to meet specifications set by Bellevue. Midland GIS Solutions will provide Quality Assurance and Quality Control (QA/QC) on the provided aerial photography. This process will involve 'heads-up' on-screen visual inspection of the photography by trained GIS Specialists. Midland GIS Solutions will immediately notify the City if any visual banding, warping, gaps, or distortions are discovered.

Unless otherwise requested by Bellevue, Midland GIS Solutions will not be performing any additional field ground control checks in relation to the spatial accuracy of the aerial photography.

INCORPORATE COUNTY GIS DATA LAYERS

Midland GIS Solutions will incorporate all available cadastral map data layers from Sarpy County into the GIS program. The City of Bellevue is responsible for any cost associated with acquiring the GIS data from Sarpy County. Incorporating these data layers will establish a base map for the City's GIS program, minimizing time and cost associated with independently developing this data to integrate into the GIS program.

GPS PROJECT PLANNING

Midland GIS will employ its in-house mission planning process and software for the City of Bellevue's utility GIS project. Mission planning for GPS surveys includes the evaluation of satellite ephemeris data (data showing where GPS satellites are located) for the best satellite coverage. This helps ensure the highest quality GPS accuracy during the project and also minimizes down time.

WORK SECTOR DEFINITION

The City of Bellevue has identified drainage basin 3-A to be the focus of work. This Basin shall include a division line within drainage basin 3 to follow the south ROW line of Cornhusker Road and Harvell Drive. In the event additional storm structures fall in close vicinity to this determined division line, those structures shall be mapped to illustrate continued flow into basin 3-B.

Midland GIS will work with Bellevue staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by Midland GIS field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on the next sector. This allows for a very efficient method of data collection and translates into cost saving and quality for the City. The second aspect of working within project sectors is to allow Bellevue staff an easy method to track progress and know exactly what part of the City Midland GIS field staff is in. It also allows for pre-planning during morning meetings for traffic control and City staff assistance. The work sectors will be the basis for project reports to Bellevue.

GPS METHODOLOGY

Midland GIS Solutions will utilize Real-Time Kinematic (RTK) GPS methods to locate the stormwater utility network contained in the defined project limits. This technology will result in centimeter-level accuracy of GPS positions on utility features. This method will also provide the city of Bellevue with accurate elevation information on stormwater utility features. Captured features through GPS surveys will include all features designated by Bellevue during the planning phase of the project.

After thorough investigation by Midland GIS field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, will be submitted to the City of Bellevue.

Midland GIS will work with City staff to locate these utility features during the clean-up phase of the project. This will allow Midland GIS to collect features in a quicker and more efficient manner, translating into cost savings for Bellevue and minimizing the impact on City staff.

GPS surveys will be referenced to the Nebraska State Plane Coordinate System to allow for direct insertion into the GIS program developed for Bellevue. Horizontal (x,y) coordinates and vertical (z) elevations will be obtained in the field for stormwater facilities.

DATA CONSISTENCY

Midland GIS will utilize our customized data collection field application that has been successfully used on various other similar projects.

All field data will be pre-defined for field staff to ensure accurate and consistent attribute collection. Field staff will run the custom application on a GPS unit to allow for quick and easy identification and navigation of the utility features. Attribute data collected in the field will be electronically collected and a hard copy record will also be created.

DATA SECURITY & BACK UP

Midland GIS Solutions will download and process the GPS field data to prepare the data for proper insertion into the GIS mapping program. GPS data collected is verified each day against the existing aerial photography. All data will be downloaded nightly and transferred via the internet to Midland's Corporate Office in Maryville, MO and inserted in to the project geodatabase. This transferred data is backed up nightly.

STORMWATER GPS FIELD DATA COLLECTION

Horizontal (x,y) coordinates and vertical (z) elevations will be obtained in the field for the stormwater facilities. Above ground utility features will be collected at sub-centimeter horizontal and vertical accuracies.

STORMWATER STRUCTURES TO BE LOCATED FOR THE CITY OF BELLEVUE:

- Manholes
- Inlets
- Junctions
- Boxes
- Outfalls

Inlets that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods. All data will be coded in reference to method of collection utilized.

STORM WATER FIELD ATTRIBUTE COLLECTION

Midland GIS will collect the stormwater attribute data during this phase of the project. Any stormwater structures that require further assistance in opening or gathering attribute data will be noted and Midland GIS will work with City staff to gain access to the identified stormwater structures.

The stormwater features to be collected will be defined in preliminary meetings with the City. Stormwater features will be opened, inspected and attribute data will be collected. Attribute features to be collected will correlate with the required attribute fields to allow for seamless integration with the Esri ArcGIS software.

STORM WATER ATTRIBUTES TO BE COLLECTED INCLUDE:

- | | | |
|------------------------|------------------|----------------|
| • Date | • Location | • Inlet size |
| • Inspector | • Depth | • Grate size |
| • MH number | • Structure size | • Depth To F/L |
| • Locality | • MH elevation | • Type |
| • Inspected (Y/N) | • Cover type | • Condition |
| • Reason not inspected | • Shape | • Invert |

Strict safety procedures will be followed by Midland GIS during this phase of the project. Proper signage and cone placement will be utilized when storm water features are being located and inspected.

GIS FEATURE CREATION

Midland GIS Solutions will develop an Esri ArcGIS Desktop 10.x geodatabase file for the stormwater network for the City of Bellevue. Unique feature class data layers will be created for the layers that are defined during the Geodatabase Design Workshop portion of the project.

Custom domains (pre-defined menus) will be built for each layer during the Geodatabase Design Workshop. These custom domains will be added to Midland GIS Solutions' custom field inspection application to ensure that field staff will collect clean and consistent data throughout the utility survey project. These domains will also be utilized by Bellevue staff for future management of the geodatabase to help simplify the editing and data management processes.

Midland GIS will acquire copies of all available existing mapping records for Bellevue's stormwater utility infrastructure. These records may include historical maps, as-built records, an existing GIS dataset, and AutoCAD drawings. All hard-copy maps will be scanned so that they may be returned to the City in a timely manner.

Stormwater line segments will be created utilizing custom, in-house editing tools developed by the Midland GIS development team. These tools will incorporate inspection data collected by field staff and will auto-generate stormwater line segments illustrating flow direction, slope, and exact length

measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.

QUALITY ASSURANCE & QUALITY CONTROL

Quality Control and Cost Control issues involved with this project are of paramount importance to Midland GIS Solutions and to the overall integrity of the proposed project. These issues range from GPS accuracy and data development precision to successful database integration, which potentially affect every aspect of the project. Through the combined efforts of our project team, an emphasis on quality control will remain at the highest level of importance during the development and implementation of the City's GIS program. Our efforts to ensure the highest quality products and services to the City of Bellevue, Nebraska include:

- Custom QA/QC ArcGIS tools
- "Heads-up" QA/QC against base data or aerial photography
- Digital and hard copy checks against field notes and as-built drawings
- 5% redundancy check of all GPS collected data
- Printed check plots for review by Bellevue staff
- Assurance that end product shows complete connectivity

GPS REDUNDANCY CHECK

As part of the quality control process, Midland GIS Solutions will GPS locate five (5) percent of the features previously shot during the project. This process is part of the Midland GIS field protocol and will be employed during the Bellevue project. Midland GIS will compile and process the results against the other data set and verify the required accuracy tolerance is being met.

DELIVERABLES

After the staff at the City of Bellevue, Nebraska has reviewed and approved all GPS located and attributed data, Midland GIS will present a full set of deliverables to the City. All collected and mapped stormwater data will be uploaded into the City's geodatabase.

Midland GIS will coordinate with the Sarpy County GIS Department on the required Geodatabase structure and installation of the project deliverables into CityWorks.

PROPOSED DELIVERABLES INCLUDE:

- Esri ArcGIS Desktop 10.x Geodatabase containing datasets for the stormwater utilities
- Esri Map Documents (.mxd)
 - 11x17 Truck Book Map Documents
 - 36x36 100-scale Map Documents

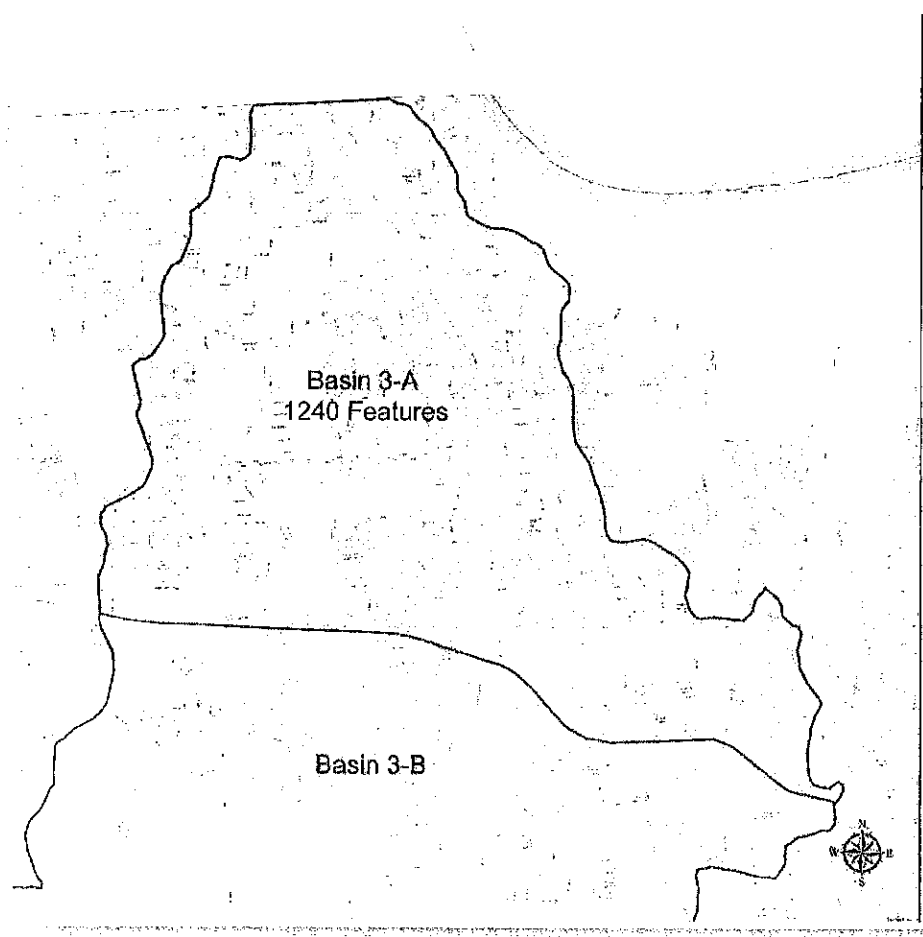
FEE SCHEDULE

GPS DATA COLLECTION & GIS DEVELOPMENT

Storm Sewer Basin 3-A _____ **\$67,250.00**

**TOTAL COST IS BASED ON FEATURE COUNT OF 1495 AS PROVIDED BY CITY OF BELLEVUE AT \$45/STRUCTURE*

Exhibit A – Estimated Storm Feature Count & Cost



IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this
_____ day of _____ **2018**.

APPROVED BY: **City of Bellevue, Nebraska**

By: _____

Attest: _____

APPROVED BY: **MIDLAND GIS SOLUTIONS**

By: _____

Kirk Larson
Vice President

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13e
5.29.18

COUNCIL MEETING DATE:	5/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

2018 Concrete Projects

SYNOPSIS:

Approval of the low, responsive responsible bidder for the 2018 Concrete Projects.

FISCAL IMPACT:

\$1,225,369.07

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7010 Annual Street Maintenance Projects M 146 (18A, 207A, 202A)
ST 18 (6) (17) (12) Districts 2018-5, 2011-25, 2012-2

RECOMMENDATION:

Approve the low bid from Swain Construction, Inc. not to exceed \$1,225,369.07 for the 2018 Concrete Projects and approve the Mayor to sign the contract.

BACKGROUND:

This is for concrete work to be repaired prior to future Overlay Projects.

ATTACHMENTS:

- 1 Contract
- 2 Bid Tab
- 3

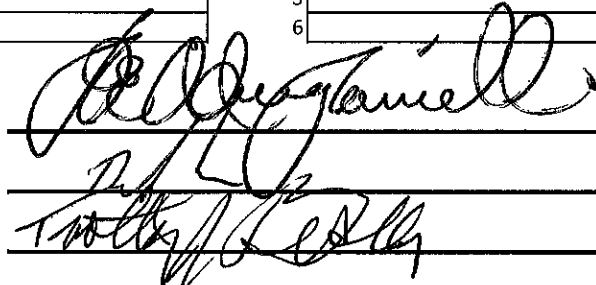
- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 29th day of May 2018 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 Swain Construction, Inc. (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 **2018 CONCRETE PROJECTS** ("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 Million Two Hundred Twenty-Five Thousand Three Hundred Sixty-Nine Dollars and Seven Cents (\$1,225,369.07) ("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 Department
ATTN: Jeff Roberts
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Patrick J. Sullivan
Bellevue City Attorney
1246 Golden Gate Drive, Ste. 1
Papillion, NE 68046-2843
Fax No.: (402) 339-0401

If to Contractor:

Greg Armstrong
Swain Construction, Inc.
6002 North 89th Circle
Omaha, NE 68134
Phone No.: (402) 571-1110

With a copy to:

Fax No.: _____

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

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, 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 **“2018 CONCRETE PROJECTS”**, 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, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: 2018 CONCRETE PROJECTS

DATE: May 18, 2018

TIME: 10:30 a.m.

[illegible]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

138
5.29.18

COUNCIL MEETING DATE:	5/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

25th Street Improvements

SYNOPSIS:

Request approval of a proposal from Thompson, Dreessen & Dorner, Inc. regarding professional services which will include improvements to 25th Street between Towne Center Drive and Lynnwood Drive.

FISCAL IMPACT:

\$72,000

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7050

ST 19(7) deferred from ST 17(7) District 2011-8

RECOMMENDATION:

Request approval of a proposal from Thompson, Dreessen & Dorner, Inc. regarding professional services which will include improvements to 25th Street between Towne Center Drive and Lynnwood Drive.

BACKGROUND:

This project will include improvements to 25th Street to widen the street to a three-lane section between Towne Center Drive and Lynnwood Drive (along with associated tapers), replacement of an existing bridge with box culvert under 25th Street, associated storm sewer improvements, potential relocation of a private driveway northwest of the intersection of 25th Street and Lynnwood Drive, a sidewalk along the west side of 25th Street, and a trail along the east side of 25th Street that will tie into an existing trail at Stonecroft Park. The Scope of Work is outlined in the proposal. Emergency bridge repair was performed in 2014.

ATTACHMENTS:

1 Proposal

2

3

4

5

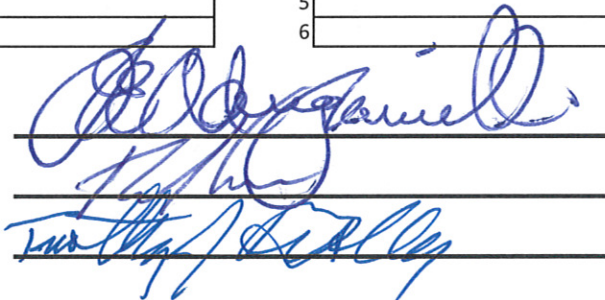
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



May 18, 2018

Mr. Dean Dunn, P.E.
City of Bellevue
Public Works Department
1500 Wall Street
Bellevue, NE 68005

RE: 25th Street Improvements
Proposed Scope of Services
TD2 Proposal No.: M 2018-072

Dear Mr. Dunn:

Thank you for the opportunity to offer our services on this project. Based on the information provided to TD2, we have put together this proposal that we hope you will find to your satisfaction. We have reviewed the information provided and are confident that we will be able to provide you with the level of support and professional services needed to deliver a successful project.

We understand the project will include improvements to 25th Street to widen the street to a three-lane section between Towne Center Drive and Lynnwood Drive (along with associated tapers), replacement of an existing bridge with a box culvert under 25th Street, associated storm sewer improvements, potential relocation of a private driveway northwest of the intersection of 25th Street and Lynnwood Drive, a sidewalk along the west side of 25th Street, and a trail along the east side of 25th Street that shall tie into an existing trail at Stonecroft Park. Exhibit "A" showing the preliminary layout and approximate project limits is attached.

The following outlines the engineering services we propose to provide:

- Perform additional topographic survey for street improvements and bridge replacement that would supplement the 2015 survey completed by TD2. This survey would add additional information for the existing street, bridge, creek channel and adjacent properties as necessary within the anticipated footprint of the project.
- Utilize existing wetlands delineation to determine areas that could be impacted by the street and bridge improvements. Prepare and submit Corps of Engineers' permit application for such impacts.
- Review previously completed CH2M Hill drainage study and incorporate study recommendations into the project design.
- Coordinate with utility companies, as necessary, regarding project impacts.
- Prepare preliminary plans, specifications with estimate of construction costs and submit to City staff for review.
- Revise plans and specifications (if needed) to address City staff review comments.
- Identify ROW acquisition and easement areas.

Mr. Dean Dunn
May 18, 2018
Page 2

- Revise plans and specifications (if needed) to address changes determined to be needed during ROW and easement acquisition.
- Prepare final Engineer's Estimate of project costs and submit to City for permission to bid.
- Provide assistance in solicitation of bids and Engineer's Recommendation for Award.
- Construction phase contract administration, including periodic progress meetings.
- Reimbursable expenses (mileage, postage, copies, etc.).

Assumptions

The City of Bellevue will perform the following services:

- o Contract with a professional title company to obtain title/easement information for properties where additional ROW may be needed.
- o Contract with a professional appraiser to establish the cost basis to be used for ROW purchase, permanent and temporary easements.
- o Contract with a professional ROW acquisition company for negotiation of new ROW and easements and negotiation of additional costs may be needed to resolve concerns of the private property owners.

Based on our current unit prices and the proposed work outlined above, we estimate the services presented above in this proposal will cost \$65,000.00 on an hourly rate plus reimbursable expenses basis. The cost will not be exceeded without written authorization from our client.

We propose to provide items not listed above as "Other Services" based on hourly rates. A detailed listing with individual estimated costs of these "Other Services" is provided at the end of this letter. These "Other Services" are estimated at a total of \$7,000.00.

In addition, for planning and budgetary purposes, we have also included a list of services and an estimated range of fees at the end of this letter that are not included in this Scope of Services, but would likely need to be performed by TD2 or others, if requested. The estimated range of these fees is \$44,500.00 - \$58,000.00.

We propose to begin work upon your Notice to Proceed.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Scott Loos, P.E.

SRL/tjp

Mr. Dean Dunn
May 18, 2018
Page 3

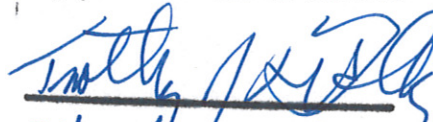
This proposal is accepted this _____ day of _____, 2018:

Rita Sanders, Mayor
City of Bellevue

Sabrina Ohnmacht, City Clerk
City of Bellevue

Enclosure

Approved as to form:



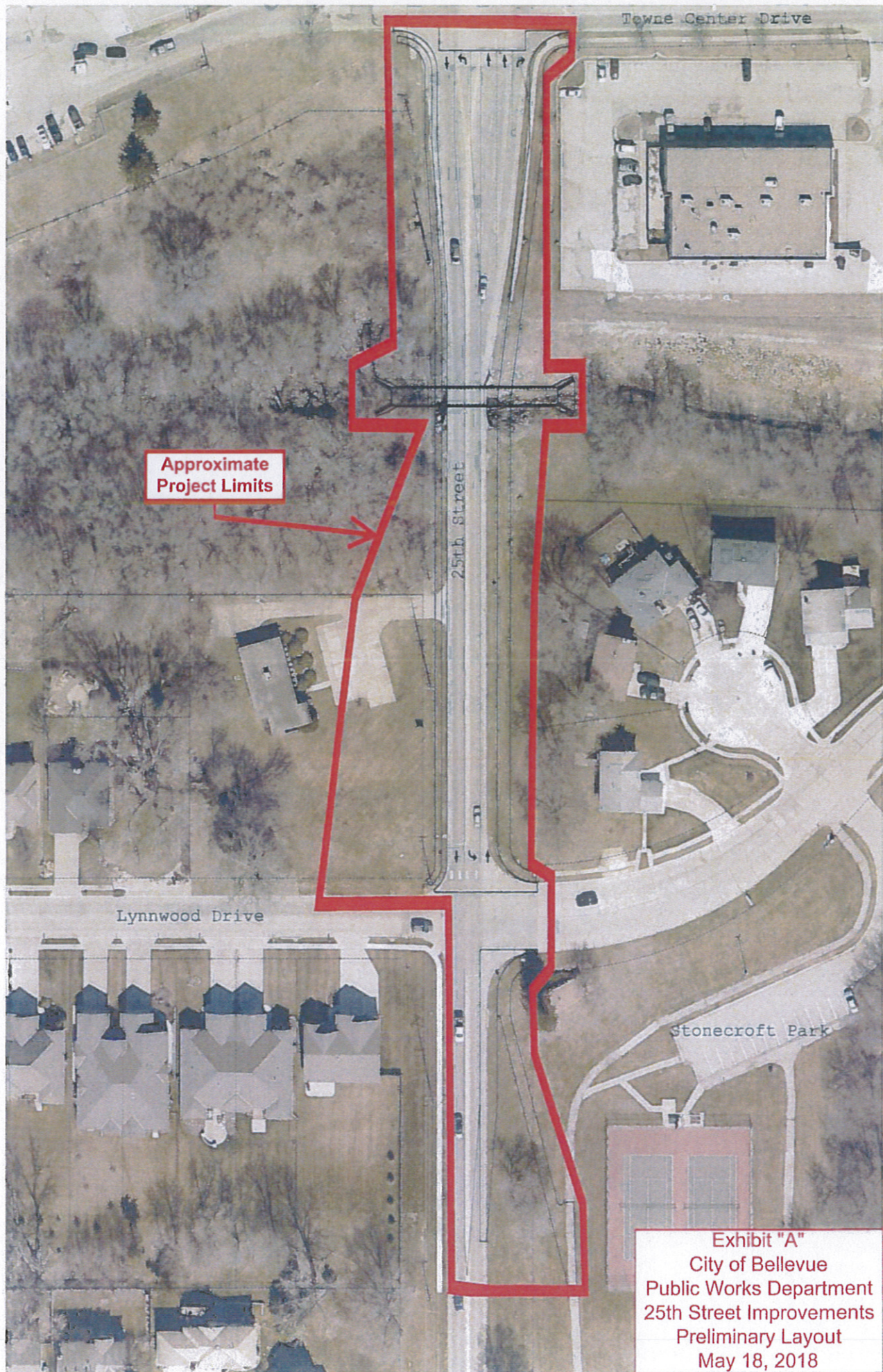
City Attorney

"OTHER SERVICES" COST ESTIMATES:

\$1,500.00	Prepare ROW acquisition and easement legal description documents.
\$500.00	Provide technical assistance for ROW and easement acquisition, as needed.
\$1,000.00	Prepare and submit NPDES grading permit application to Nebraska Department of Environment Quality, along with grading permit application to City of Bellevue for review and approval, along with close-out documents.
\$3,000.00	If necessary, prepare and submit draft PSCMP permit application to City of Bellevue for review and approval.
<u>\$1,000.00</u>	Reimbursable expenses (mileage, postage, copies, etc.).
\$7,000.00	Total Estimated "Other Services"

"PLANNING AND BUDGETARY" COST ESTIMATES:

\$3,500 - \$4,000.00	Construction staking
\$30,000 - \$40,000.00	Construction observation and testing
\$5,000.00 - \$6,000.00	Erosion control monitoring and reporting
\$500.00 - \$750.00	Participate in final inspection with Corps of mitigation site, if needed
\$750.00 - \$1,000.00	Participate in City of Bellevue final inspection
\$500.00 - \$750.00	Provide Certification of Completion
\$4,000.00 - \$5,000.00	Perform field survey to document as-built conditions for utilities
<u>\$250.00 - \$500.00</u>	Provide as-built plans in hard copy, PDF and electronic formats consistent with Sarpy County GIS system
\$44,500.00 - \$58,000.00	Total Estimated "Planning and Budgetary"



Approximate
Project Limits

Exhibit "A"
City of Bellevue
Public Works Department
25th Street Improvements
Preliminary Layout
May 18, 2018

139
5.29.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	5/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Bridge Repair 36th Street Over West Papillion Creek

SYNOPSIS:

Request approval of a proposal from JMN Construction, LLC regarding the Bridge Repair 36th Street Over West Papillion Creek project.

FISCAL IMPACT:

\$30,906

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7010 ST 18(9) District 2011-3

RECOMMENDATION:

Request approval of a proposal from JMN Construction, LLC regarding the Bridge Repair 36th Street Over West Papillion Creek project.

BACKGROUND:

This project will include removing and repairing broken concrete joint at bridge ends. Three proposals were received regarding this project.

ATTACHMENTS:

- 1 Proposal
- 2 Contract
- 3

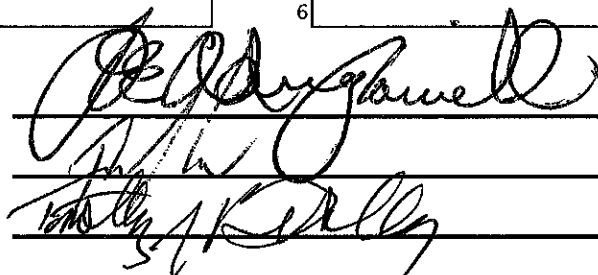
- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





314 W Reichmuth Rd
Valley Ne 68064
Phone: (402)359-2239
Fax: (402)359-2245

May 18, 2018

Proposal

Dean A Dunn, P.E.
Manager of Engineering Services
City Of Bellevue
Publics Works Department
Ph: 402-293-3144
Fax: 402-293-3173

Subject: Bridge Repair 36th St Over West Papillion Creek

JMN is quoting the following items per plan dated 4-3-18:

- 1 Remove and replace broken concrete joint at bridge ends.
- 2 Install Wabo Crete from Watson Bowman
- 3 Install Watson Bowman joint

4 LS \$30,906.00

Estimated 9 working days for closure

James Nachreiner
JMN Construction, LLC
cell: 402-660-4839
4-18-2018

City of Bellevue Acceptance

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 29th day of May 2018 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 JMN Construction, 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 **36TH STREET AND EDGERTON DRIVE BRIDGE REPAIR PROJECT** ("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 Thirty Thousand Nine Hundred and Six Dollars (\$30,906.00) ("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 Department
ATTN: Jeff Roberts
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Patrick J. Sullivan
Bellevue City Attorney
1246 Golden Gate Drive, Ste. 1
Papillion, NE 68046-2843
Fax No.: (402) 339-0401

If to Contractor:

James Nachreiner
JMN Construction, LLC
314 West Reichmuth Road
Valley, NE 68064
Phone No.: (402) 359-2239

With a copy to:

Fax No.: _____

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

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, 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.

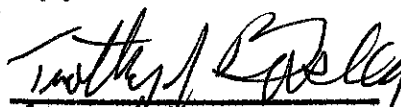
CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

Approved as to form:



City Attorney

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 **"36TH STREET AND EDGERTON DRIVE BRIDGE REPAIR PROJECT"**, 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, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13h
5.29.18

COUNCIL MEETING DATE:	05/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Epiphany Ramos, WW Manager		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

South Gravity Sewer Rehabilitation Project

SYNOPSIS:

Request approval of a proposal from Heimes Corp. for the South Gravity Sewer Rehabilitation Project.

FISCAL IMPACT:

\$356,136

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

20-7000 WW 19(1) Starting late September - budget 2019

RECOMMENDATION:

Request approval of a proposal from Heimes Corp. for the South Gravity Sewer Rehabilitation Project and authorize the Mayor to sign the Contract not to exceed \$356,136.

BACKGROUND:

Bids for the South Gravity Rehabilitation Project was received on February 13, 2018. Only one bid was submitted and the bid was rejected since it was over the engineer's opinion of cost. City Staff and HDR representatives met with Heimes to discuss the bid and possible options for reducing the project costs. The City will provide some of the work therefore reducing the cost of the project.

ATTACHMENTS:

- 1 Proposal
- 2 Letter from HDR
- 3 Contract

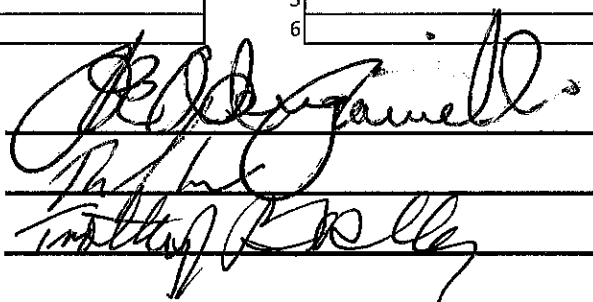
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5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
8902 Cedar Island Road
Bellevue, NE 68147
Attn.: Epiphany Ramos

Date **4/6/18**
Phone **402.293.3136**
Email **epiphany.ramos@bellevue.net**
Job Info **South Outfall Sewer Repair**
37th Plaza North to Manhole

18" PVC Installation

Mobilize to site and install deep well dewatering system from pump house north to MH #03
Remove existing street, storm sewer piping and structures to allow sanitary sewer installation
Furnish and install silt fence along open cut pipe installation area
Locate and expose utilities in pump house yard to allow new sewer installation
Tap existing manhole with new 18" RJ PVC sanitary sewer piping
Furnish and install approximately 380 LF of 18" RJ PVC and 40 LF of 12" PVC sanitary sewer piping
Furnish and install (4) new sanitary sewer manholes per revised HDR drawing
Replace storm sewer piping and street pavement
Replace fencing and surfacing at pump house

BID PRICE \$ 356,136.00

Notes:

No surveying, staking or compaction testing has been included
HDR/City of Bellevue to verify use of adjacent drainage way for dewatering discharge
All by-pass pumping to be provided by the City of Bellevue
Easements and access to be provided by the City of Bellevue/HDR
Trench stabilization allowance of \$ 7,700.00 has been included – additional stabilization will be at cost plus 15% as directed by HDR and or soil engineer
Any access or temporary base access closure to be arranged by the City of Bellevue
No CIPP liner installation or dewatering has been included – no pricing from sub-contractor available
Work has been figured for late summer/early fall
No work will be performed during "high river level" of the Missouri River due
No crop reimbursement or seeding installation has been included
HDR to provide engineered plan or approval of Heimes plan for sewer installation
Open cut will include removing 50 foot wide by 8 feet deep of soil over-burden on top of piping to allow for single shoring box trench protection; if over-burden removal isn't allowed and a double box shoring system is required, additional reimbursement maybe required
Restrained joint PVC has been figured to keep joint integrity for extended duration of life span
Scope of work is based from field conversations (post bid) and HDR revised drawing with the removal of the existing sanitary sewer; if alignment change is possible for installation without removing existing sanitary sewer piping – Deduct \$ 37,668.00 from bid pricing

Scope value as follows:

Open Cut Installation	\$ 176,133.00	Silt Fence	\$ 3,600.00
Street R&R w/Piping	\$ 24,135.00	Manholes (4)	\$ 25,840.00
Work by Pump House	\$ 29,988.00	Dewatering	\$ 96,440.00

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Matt Sykora for Heimes Corp.

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



April 17, 2018

Ms. Epiphany Ramos
Wastewater Operations Manager
8902 Cedar Island Road
Bellevue, NE 68147

Subject: South Gravity Sewer Rehabilitation
Bellevue, NE
Project No. 10060166
Bid Recommendation

Dear Ms. Ramos,

Bids for the South Gravity Sewer Rehabilitation were received on February 13, 2018. A copy of the bid tabulation is attached.

Only one bid was submitted for the proposed work. Heimes Corp. submitted a bid in the amount of \$1,162,029.00 which was above the engineer's opinion of cost of \$365,936.55.

The South Gravity Sewer Rehabilitation is part of the East Lift Station project. The sanitary sewer from Manhole 5163 to the south pump station will be increased in size to accommodate the additional flow from the proposed east lift station. In addition, investigations of the subject sewer have found excessive damage to the pipe which is resulting in significant groundwater infiltration into the pipe. The additional groundwater is being pumped to the City of Omaha Papillion Creek Water Resource Recovery Facility and the City of Bellevue is being charged for treatment of this water. The amount of infiltration also results in continuous operation of the pump station and excessive wear on the equipment. The project is challenging due to the high groundwater table and the depth of the sewer.

Representatives from the City and HDR met with representatives from Heimes Corp. to discuss the bid and possible options for reducing the project costs. The primary concerns expressed by Heimes Corp. were the contract time, dewatering, and the use of pipe bursting. The project was bid as a pipe bursting project due to the high groundwater table and to minimize the impact to the property owners. The project was bid with a completion time of 60 calendar days. Heimes Corp. advised that the elevated pipe bursting prices were due to the limited construction time. The companies that perform pipe bursting would not be able to start on this project until late summer. The geotechnical investigation did provide information on the groundwater and soil conditions but the borings did not extend to bedrock. The dewatering operation will likely require deep wells that will extend to bedrock.

The City requested a revised proposal from Heimes Corp. with the following modifications:

- The sanitary sewer from the South Pump Station to Manhole No. 5163 would be removed and replaced by open cut construction methods.
- The City would provide for additional geotechnical investigations to assist in the design of the dewatering system by Heimes' subcontractor.

hdrinc.com

1120 N. 103rd Plaza Suite 300 Omaha, NE 68114-1119
(402) 399-1000

Ms. Epiphany Ramos
April 17, 2018
Page 2

- The City would provide for the bypass pumping during construction.
- The lining of the 12 IN sanitary sewer upstream of this project would be deleted from this project.

Attached is the proposal from Heimes Corp. for the replacement of the sanitary sewer from the South Pump Station to Manhole No. 5163. The proposed contract amount is \$356,136.00. Construction would begin approximately September 1, 2018.

The City has determined they will be able to complete the necessary point repairs of the 12 IN sewer upstream of Manhole No. 5163 for approximately \$40,000.

We recommend the City proceed with the award of the contract to Heimes Corp. subject to the approval of a change order to address the revised proposal. The project is necessary to address the high amount of groundwater infiltration in this area and to provide additional capacity when the new east lift station is placed in service.

Please let me know if you have any questions or need additional information.

Sincerely,
HDR Engineering Inc.



Chris J. Koenig, P.E.
Senior Project Manager

Enclosure

TABULATION OF BIDS

Project: South Gravity Sewer Rehabilitation

City of Bellevue

1510 Wall Street

Bellevue, NE 68005

Item #	Description	Estimated Quantities	Unit	Engineers Opinion of Probable Constr. Cost		HEIMES CORP.	
				Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization, Permits, Bonds and Insurance (5%)	1	LS	17,425.55	17,425.55	54,950.00	54,950.00
2.	Provide Temporary Traffic control	1	LS	2,000.00	2,000.00	5,140.00	5,140.00
3.	Clearing and Grubbing	1	LS	3,000.00	3,000.00	39,293.00	39,293.00
4.	Install Silt Fence	120	LF	4.00	480.00	7.50	900.00
5.	Install Construction Entrance	1	EA	2,500.00	2,500.00	1,585.00	1,585.00
6.	Install Concrete Washout	1	EA	1,500.00	1,500.00	2,820.00	2,820.00
7.	Install Seeding - Type B	0.10	AC	2,000.00	200.00	8,340.00	834.00
8.	Install Rolled Erosion Control, Type I	125	SY	3.50	437.50	5.00	625.00
9.	Curb Inlet Protection	2	EA	300.00	600.00	472.00	944.00
10.	Saw Cut- Full Depth	50	LF	6.00	300.00	8.40	420.00
11.	Remove Manhole	4	EA	750.00	3,000.00	1,950.00	7,800.00
12.	Abandon Manhole	1	EA	300.00	300.00	1,199.00	1,199.00
13.	Remove Inlet	2	EA	500.00	1,000.00	800.00	1,600.00
14.	Remove 12" or Smaller Sewer Pipe	20	LF	21.50	430.00	45.00	900.00
15.	Remove 15" to 18" Sewer Pipe	37	LF	23.50	869.50	45.00	1,665.00
16.	Remove 21" to 24" Sewer Pipe	8	LF	25.00	200.00	50.00	400.00
17.	Remove Pavement	98	SY	6.50	637.00	12.00	1,176.00
18.	Construct 7" Concrete Pavement (Type L65)	84	SY	70.00	5,880.00	62.00	5,208.00
19.	Construct Gravel Surfacing	4	TN	35.00	140.00	48.00	192.00
20.	Construct Curb Inlet - Type I	2	EA	3,500.00	7,000.00	5,030.00	10,060.00
21.	Construct Aggregate Bedding for 15" Storm Sewer Pipe	8	LF	14.00	112.00	8.50	68.00
22.	Construct Aggregate Bedding for 18" Storm Sewer Pipe	30	LF	15.00	450.00	8.50	255.00
23.	Construct Aggregate Bedding for 24" Storm Sewer Pipe	8	LF	17.00	136.00	10.50	84.00
24.	Construct 15" RCP, Class III	8	LF	90.00	720.00	126.80	1,014.40
25.	Construct 18" RCP, Class III	30	LF	95.00	2,850.00	129.80	3,894.00
26.	Construct 24" RCP, Class III	8	LF	111.00	888.00	197.00	1,576.00
27.	Construct 15" Concrete Collar (Storm Sewer)	1	EA	450.00	450.00	2,157.00	2,157.00
28.	Construct 24" Concrete Collar (Storm Sewer)	1	EA	550.00	550.00	2,487.00	2,487.00
29.	Construct 12" Plug	1	EA	400.00	400.00	336.00	336.00
30.	Construct 6" Flexible Coupling	2	EA	250.00	500.00	298.50	597.00
31.	Construct 8" Flexible Coupling	2	EA	300.00	600.00	322.50	645.00
32.	Construct 10" Flexible Coupling	1	EA	325.00	325.00	502.50	502.50
33.	Construct 12" Flexible Coupling	1	EA	350.00	350.00	622.50	622.50

Date of Letting: February 13, 2018

Time of Letting: 10:00 a.m.

Location: 1510 Wall Street

TABULATION OF BIDS

Project: South Gravity Sewer Rehabilitation

City of Bellevue

1510 Wall Street

Bellevue, NE 68005

Item #	Description	Estimated Quantities	Unit	Engineers Opinion of Probable Constr. Cost		HEIMES CORP.	
				Unit Price	Total Price	Unit Price	Total Price
34.	Construct Aggregate Bedding for 6" Sanitary Sewer Pipe	8	LF	15.00	120.00	9.70	77.60
35.	Construct Aggregate Bedding for 8" Sanitary Sewer Pipe	8	LF	16.00	128.00	9.70	77.60
36.	Construct Aggregate Bedding for 10" Sanitary Sewer Pipe	4	LF	17.00	68.00	19.60	78.40
37.	Construct Aggregate Bedding for 12" Sanitary Sewer Pipe	50	LF	18.00	900.00	19.60	980.00
38.	3" Crushed Rock Stabilization	2	TN	35.00	70.00	151.50	303.00
39.	Geotextile Fabric	10	SY	5.00	50.00	11.50	115.00
40.	Construct 6" PVC Sanitary Sewer Pipe	8	LF	65.00	520.00	203.00	1,624.00
41.	Construct 8" PVC Sanitary Sewer Pipe	8	LF	70.00	560.00	205.00	1,640.00
42.	Construct 10" PVC Sanitary Sewer Pipe	4	LF	80.00	320.00	236.50	946.00
43.	Construct 12" PVC Sanitary Sewer Pipe	50	LF	95.00	4,750.00	249.50	12,475.00
44.	Construct 54" I.D. Sanitary Manhole	90	VF	600.00	54,000.00	833.00	74,970.00
45.	Install External Frame Seal	7	EA	600.00	4,200.00	414.00	2,898.00
46.	Construct Manhole Ring Collar	6	EA	300.00	1,800.00	361.00	2,166.00
47.	Pipe Burst, Gravity Sewer, 12"	950	LF	100.00	95,000.00	333.00	316,350.00
48.	Pipe Burst, Gravity Sewer, 15"	224	LF	120.00	26,880.00	389.00	87,136.00
49.	Pipe Burst, Gravity Sewer, 18"	432	LF	140.00	60,480.00	523.50	226,152.00
50.	Perform Television Inspection	1620	LF	3.00	4,860.00	3.50	5,670.00
51.	Bypass Pumping	1	LS	30,000.00	30,000.00	116,300.00	116,300.00
52.	Dewatering	1	LS	20,000.00	20,000.00	156,000.00	156,000.00
53.	Grout Manhole	1	LS	5,000.00	5,000.00	4,121.00	4,121.00
Grand Total:					365,936.55		1,162,029.00

Indicates mathematical error on contractor's original bid corrected on this spreadsheet

Date of Letting: February 13, 2018

Time of Letting: 10:00 a.m.

Location: 1510 Wall Street



Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
8902 Cedar Island Road
Bellevue, NE 68147
Attn.: Epiphany Ramos

Date **4/6/18**
Phone **402.293.3136**
Email **epiphany.ramos@bellevue.net**
Job Info **South Outfall Sewer Repair**
37th Plaza North to Manhole

18" PVC Installation

Mobilize to site and install deep well dewatering system from pump house north to MH #03
Remove existing street, storm sewer piping and structures to allow sanitary sewer installation
Furnish and install silt fence along open cut pipe installation area
Locate and expose utilities in pump house yard to allow new sewer installation
Tap existing manhole with new 18" RJ PVC sanitary sewer piping
Furnish and install approximately 380 LF of 18" RJ PVC and 40 LF of 12" PVC sanitary sewer piping
Furnish and install (4) new sanitary sewer manholes per revised HDR drawing
Replace storm sewer piping and street pavement
Replace fencing and surfacing at pump house

BID PRICE \$ 356,136.00

Notes:

No surveying, staking or compaction testing has been included
HDR/City of Bellevue to verify use of adjacent drainage way for dewatering discharge
All by-pass pumping to be provided by the City of Bellevue
Easements and access to be provided by the City of Bellevue/HDR
Trench stabilization allowance of \$ 7,700.00 has been included – additional stabilization will be at cost plus 15% as directed by HDR and or soil engineer
Any access or temporary base access closure to be arranged by the City of Bellevue
No CIPP liner installation or dewatering has been included – no pricing from sub-contractor available
Work has been figured for late summer/early fall
No work will be performed during "high river level" of the Missouri River due
No crop reimbursement or seeding installation has been included
HDR to provide engineered plan or approval of Heimes plan for sewer installation
Open cut will include removing 50 foot wide by 8 feet deep of soil over-burden on top of piping to allow for single shoring box trench protection; if over-burden removal isn't allowed and a double box shoring system is required, additional reimbursement maybe required
Restrained joint PVC has been figured to keep joint integrity for extended duration of life span
Scope of work is based from field conversations (post bid) and HDR revised drawing with the removal of the existing sanitary sewer; if alignment change is possible for installation without removing existing sanitary sewer piping – Deduct \$ 37,668.00 from bid pricing

Scope value as follows:

Open Cut Installation	\$ 176,133.00	Silt Fence	\$ 3,600.00
Street R&R w/Piping	\$ 24,135.00	Manholes (4)	\$ 25,840.00
Work by Pump House	\$ 29,988.00	Dewatering	\$ 96,440.00

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Matt Sykora for Heimes Corp.

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

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 29th day of May 2018 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 Heimes Corp. (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 **SOUTH GRAVITY SEWER REHABILITATION PROJECT** ("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.

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 Three Hundred Fifty-Six Thousand One Hundred Thirty-Six Dollars (\$356,136.00) ("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 Department
ATTN: Jeff Roberts
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Patrick J. Sullivan
Bellevue City Attorney
1246 Golden Gate Drive, Ste. 1
Papillion, NE 68046-2843
Fax No.: (402) 339-0401

If to Contractor:

Matt Sykora
Heimes Corp.
9144 South 147th Street
Omaha, NE 68138-3866
Phone No.: (402) 894-1000

With a copy to:

Fax No.: _____

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

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, 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 **“SOUTH GRAVITY SEWER REHABILITATION PROJECT”**, 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, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13i
5.29.18

COUNCIL MEETING DATE:	05/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Epiphany Ramos, WW Manager		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Bellevue Lift Station Upgrades - Phase 1 (SCADA)

SYNOPSIS:

Request approval of a Project Agreement with HOA Solutions for the Bellevue Lift Station Upgrades - Phase 1 Project.

FISCAL IMPACT:

\$97,063.80

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

20-7000 WW 18(3)

RECOMMENDATION:

Request approval of a Project Agreement with HOA Solutions for the Bellevue Lift Station Upgrades - Phase 1 Project and authorize the Mayor to sign the Project Agreement not to exceed \$97,063.80.

BACKGROUND:

The Project Agreement with HOA Solutions is for Phase 1 of the Bellevue Lift Station Upgrades Project. This is a sole source proposal.

ATTACHMENTS:

1 Project Agreement

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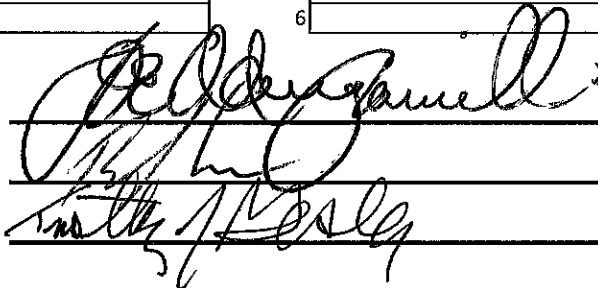
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



Bellevue LS SCADA Upgrade

Cost each Total cost

Office (MASTER Command Center)

Computer w/1-24" Monitor Optiplex XE2 SFF
Server Server
VTScada 5k Dual Server Redundant
BackUp Acronis
ScreenConnect HOA
UPS APC Smart UPS 1500
Modem MultiTech
Misc Cables Cables
Server Rack Floor/Wall Mount 12-18U
Printer Brother
Switch Netgate
Split Screen TV
Split Screen Software DisplayFusion
VPN Server Netgate

This is the Master SCADA System. This is the lifeline of the entire system. We have designed this to be independent from all other systems, and most importantly fully redundant. The command center will have multiple viewing windows as requested. This is where all the alarms are generated. Alarm management and personnel assignments will be available in this location. All reports will be generated from this location as well. Remote access will be available from any portable device with internet access. HOA will work with the City of Bellevue to ensure we will be following the city's Cyber Security protocols. This system will need to be installed before all other remote panels. This system is fully expandable to add any amount of extra RTU's (Remote Terminal Units)

Complete SCADA Package	\$ 51,340.00	\$ 51,340.00
Service Agreement (Annual)	11%	\$ 5,647.40
Total		\$ 56,987.40

Complete Control Panel W/ SCADA Monitoring

PLC
N-Tron 5 port switch
Enclosure
VFD's
Control Transformer
Surge Protection Device
Power Distribution Blocks
100 amp 3 pole relays
20 amp 2 pole relays
15 amp single pole relays
ISR Block (Intrinsically Safe Relay)
Power Supply
Pilot Lights
2 pole relays
Panel Heater
Strobe Light
Misc. Materials
Batteries
Radio/Cell Modem
Antenna
Floats
Level Transducer
Float Bracket
Installation
PLC Programming
Trenching and Core
Panel Building
Mobilization
Control Panel
Service Agreement (Annual)

This is a complete Control Panel to replace the entire existing panel. The ultimate goal is to have "like" products throughout the entire system. I am proposing to install VFD's in each panel that does not currently have VFD's. The VFD's will have an operator interface on the door mounted keypad. All new Level Transducers and floats will be mounted in the wetwells. We have left room for expansion in each PLC for any new equipment that may be added. EX. Flow Meter, Flood Floats, etc.

Proposed Lift Stations

25TH & 370

Control Panel	\$ 21,435.00	\$ 21,435.00
Service Agreement (Annual)	4%	\$ 857.40
Total		\$ 22,292.40

RTU Panel W/ SCADA Monitoring only

PLC
N-Tron 5 port switch
Enclosure
Surge Protection Device
Power Supply
Pilot Lights
2 pole relays
Panel Heater
Strobe Light
Batteries
Radio/Cell Modem
Antenna
Installation
PLC Programming
Panel Building
Mobilization
Control Panel
Service Agreement (Annual)

These are stations that I have deemed in exceptional condition, and would not require a complete Control Panel swap out.

Proposed Lift Stations

Control Panel	\$ 11,440.00	\$ -
Service Agreement (Annual)	4%	\$ -
Total		\$ -

Existing Panel with PLC available

N-Tron 5 port switch
Radio/Cell Modem
Antenna
Installation
PLC Programming
Panel Building
Mobilization
Control Panel
Service Agreement (Annual)

Total

\$	8,550.00	\$	17,100.00
	4%	\$	684.00
		\$	17,784.00

These are the Lift Stations that have existing PLC's and are in real good condition, we will just need to install communication equipment and program existing PLC's to communicate to the Master.

Proposed Lift Stations

FONTENELLE

SOUTH LIFT

GRAND TOTAL

\$ 97,063.80



HOA Solutions Inc.

HOA Solutions
2601 West "L" Street, Suite 1
Lincoln, NE 68522
402-467-3750
www.HOA-Solutionsinc.com

PROPOSAL FOR: CITY OF BELLEVUE LIFT STATION SCADA AND CONTROL UPGRADE



Bellevue Nebraska

HOA Solutions Inc.

2601 West L Street, Lincoln, NE 68522
Phone: 402.467.3750 | Fax: 402.467.1568
chris@hoa-solutionsinc.com | www.hoa-solutionsinc.com



Executive Summary

Hydro Optimization and Automation Solutions, (HOA Solutions) is pleased to have been considered to provide a proposal and become the Subcontractor to provide the Instrumentation and Controls for the City of Bellevue Wastewater Department. HOA Solutions has been involved in this industry for over 25 years. We have studied the existing system and are familiar with the system architecture, equipment requirements and operation. Our ultimate goal is to meet all of the City's needs for SCADA reporting and alarm management. I believe with the amount of user friendliness and remote capabilities; our system will meet or exceed all your needs. HOA takes great pride in customer service, if there are any questions, concerns, or issues, we will be there to help you.

HOA Solutions Inc. Company Profile

HOA Solutions, located in Lincoln, Nebraska, has been providing control systems, network communications, and instrumentation primarily for the Water and Wastewater industry over 25 years. We provide complete system integration of the PLCs, communications system, instrumentation, VFDs, and Operator Interfaces.

We have experience with a wide variety of instruments and other related equipment. There is a great deal of new equipment in this industry with varying prices and quality. The equipment we propose is manufactured by reputable companies that have been producing the product for a number of years. We have established our line of preferred equipment through years of experience in providing successful systems.

HOA Solutions has provided sales and service to communities in Nebraska, Iowa, Kansas, South Dakota, Oklahoma and Missouri. Our staff is dispersed throughout the State of Nebraska and Iowa, to provide 24/7 customer service. We maintain an inventory of most common system components, which may eliminate the need to order parts and enable technicians to make the appropriate repairs on the initial service call.

Our primary place of business is in Lincoln, Nebraska, but we have field staff that reside and work from Scottsbluff, Palmer and Gretna, Nebraska, which allows us to respond quickly to any service issue that may arise.

We have experience in systems from the design phase, all the way through installation, startup and training. We can provide turnkey systems that are fully tested prior to installation as well as retrofit upgrades into existing systems. We work closely with customers to determine what the specific needs of the project are, as well as suggest alternatives or additions based on our past experience.



HOA Solutions currently has 16 employees with 13 being technicians/engineers. HOA Solutions is available 7 days a week for emergency service and can remotely connect to many systems for troubleshooting.

Lincoln Williams has been the owner and president since 2000. He is a Nebraska, Kansas, Iowa, and Oklahoma Licensed Professional Engineer in Control Systems Engineering. He does much of the system design along with Chris Egger who has over 20 years of experience in the industry.

HOA Solutions has supplied systems to well over 100 municipalities in the last 10 years. We are the largest Water/Wastewater system integrator in Nebraska and have quickly been spreading throughout the Midwest. Over 95% of our customers are in the Water and Wastewater industry.

Implementation, Support and Training

HOA Solutions will work closely with the City of Bellevue to determine all details of the system to ensure a seamless installation and start-up for the project. HOA takes pride in the fact that we are called upon by many engineers in the industry to assist them with the design of various different types of Civil Control Projects

HOA Solutions has developed a series of technical notes and troubleshooting guides to help operators with small issues. There will be pictures taken of your panels with labels of what indicator lights should be on or off, so an operator can check for minor issues quickly, without searching a number of widespread manuals.

Throughout the years in this industry, we have found that Training is a very important facet to the project that sometimes gets overlooked or just brushed by. We have found that with extensive training and a level of overall knowledge the operator understands about the new system, we can reduce down time for the system, and reduce tech support and service calls. Our team of skilled individuals will deliver a level of training that will go beyond a generic overview of the system. We will review all levels of the entire project and not walk away until the operators have a level of comfortability that pleases them.



References

During one of our conversations, you had mentioned possibly making a field trip to a site. We have quite a few options to go from, but I will offer a few communities that are close in proximity.

City of Papillion Water Treatment Plant

City of Shenandoah IA. Water Treatment Plant

City of Louisville NE. Water and Wastewater Plants

City of Gretna NE. Water and Lift Station Collections

We have many more to choose from and have the capability to remote in to view their systems. I can also provide contact information for you to ask specific questions.

Quality Control

HOA Solutions adheres to our Proven Process and Procedures to maintain a high level of Quality Controls. Our Process and Procedure documentation requires HOA staff to document all information that is secured and developed throughout the project. From the initial site visit, through conclusion, we maintain records to provide documentation on the system requirements, design, production, installation, and commissioning. Our Proven Process includes:

- **Initial Contact:** Discussion with Customer on their wants and needs for the project
- **Recommendation:** HOA Solutions' recommendations on the proposed system
- **Discovery:** Site specific analysis and customer specific operation details
- **Project Development:** Internal HOA Kick-off meeting
 - Review of site specific analysis and customer interview
 - Enhancement suggestions by HOA Staff
 - Define Project timeline
 - Assignment of project tasks
- **Test of overall system at HOA, prior to deployment:** PLC, HMI, and Communications
- **Installation of System:** Coordinate with owner on timeline and appropriate sequence
- **SAT-Site Acceptance Testing:** Confirm correct operation of all aspects of the project
- **Customer Finalization:** Perform requested customer changes and completion interview



HOA Solutions is a UL 508A panel shop and produce most control panels that are utilized in our projects. Each panel is thoroughly tested, prior to leaving our shop. If the project allows, we will simulate all communications links that would occur in the project. This assures general contractors and our customers that the system is ready for installation with minimal field adjustments required. Thorough Quality Control procedures allow HOA Solutions to be efficient in the installation of the system, because it is fully tested.

Safety

HOA Solutions requires our employees to maintain a high level of safety. Our work conditions include elevated situations, electrical installation, mechanical installations, and significant drive time. Each item has the potential to cause serious injury or even death and we take the necessary safety precautions to minimize any risk. HOA Solutions maintains a Safety Manual which explains our procedures, expectations and possible disciplinary action for violations of safety rules. HOA Solutions abides by our Safety Manual, but on several occasions have been required to adhere to the safety requirements of the General Contractor. This is perfectly acceptable to HOA Solutions and allows for consistent safety protocols on a job site. HOA Solutions is also a Member of Avetta Consortium (PICS) that reviews and approves Safety Procedures, Workers Compensation experience mods, Insurance, and employee experience to be considered eligible for Government Projects. Our Workman's Compensation Mods have been below our industry standard for the last 5 years.

Value Management Philosophies

HOA Solutions empowers our people to make appropriate decisions that are in the best interests of all parties involved. We seek to hire people that share the same Core Values as HOA Solutions. Our Core Values guide our everyday actions. We believe our actions need to reflect are Core Values, as follows:



Does the Right thing –do what is right with a genuine concern for all involved people as whole, customers, you, HOA, and morally and ethically correct

Have Fun- Enjoy your job and let it show in a careful and professional way.

Can Do Attitude- embraces challenge with a confident attitude and continued effort to do or achieve something despite difficulties, failure, or opposition

Efficient/ Smart Worker- highly productivity and use available resources

Flexible-ability to think out of the box and open to change

Closing

Our goal is to provide the greatest “value” to our customers. A quality project starts from an interview of the customer to determine their current and future needs, and then develop a product that will meet those needs. Our systems are designed to be reliable and as trouble free as possible. We recognize there are costs associated with downtime and maintenance. Our system design and use of quality components minimizes downtime and maintenance of the system to provide excellent “value” to the customer over the life of the system.

I have included an Excel Spread Sheet with pricing. Obviously, we exceeded the initial budget for this year, but I believe collectively we can produce a plan to work this project out in phases. The reason I left it in the Excel format to allow you to easily pick and choose what stations require the most immediate attention.

Again, Thank you for the opportunity.

Sincerely,

A handwritten signature in black ink that reads 'Chris Egger'.

Chris Egger

Hydro Optimization and Automation Inc.

PROJECT AGREEMENT

This Project Agreement ("Agreement") made between Contractor and Owner is as follows:

Date: May 29, 2018

Owner: City of Bellevue

Contractor: HOA Solutions
2601 West L Street, Suite 1
Lincoln, Nebraska 68522

Project Name: Bellevue Lift Station Upgrades – PHASE 1

Work:

Project Price: See Attached Proposal

Schedule: Substantial completion of the Work shall be achieved on or before September 30, 2018.

The Terms and Conditions of this Agreement are included below and incorporated by this reference.

City of Bellevue ("Owner")

HOA Solutions ("Contractor")

By: _____

By: _____

Name: _____

Name: Chris Egger_____

Title: _____

Title: Vice President, HOA Solutions Inc.

TERMS AND CONDITIONS

Price and Payment. As full compensation for performance by the Contractor of the Work, the Owner shall pay the Contractor the Project Price. Payment is due 15 days after invoicing. If all Work cannot be completed in the same calendar month, Contractor may send a monthly billing to Owner. If Contractor is not paid timely, Contractor may stop proceeding with the Work.

Permits. Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the Work.

Insurance and Risk of Loss. Before commencing the Work, the Contractor shall procure and maintain in force workers' compensation insurance, business automobile liability insurance, and commercial general liability insurance (CGL). Contractor shall provide a certificate of insurance to Owner upon request. Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Contractor until the date of substantial completion and then shall be upon the Owner.

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

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability - Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.

Builders Risk/Installation Floater - Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

Changes to Work and Schedule. The Contractor may request or the Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Project Price or the Schedule. All 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. Contractor shall be granted a reasonable extension of time for any delays outside of the Contractor's reasonable control.

Project Conditions. Should concealed or subsurface conditions be encountered in the performance of the Work different than reasonably expected by Contractor, Contractor shall

notify Owner thereof and shall not proceed with that aspect of the Work without proper instructions from Owner. If Contractor encounters any hazardous material, in, on or under the Project site, Contractor shall suspend the performance of Work to the extent required to avoid any safety or health hazard and until action sufficient to protect employees has been taken. Contractor shall notify Owner immediately upon encountering any hazardous materials in, on or under the Project site.

Warranty. Contractor warrants, for the period of twelve (12) months commencing on the date of substantial completion, that: (i) the Work will be free of defects in materials, construction and workmanship, and conform to the standard of material and workmanship prevailing in the industry; and (ii) it will accomplish all Work in accordance with the standard of care specified herein and in accordance with all applicable laws. Owner shall notify Contractor within a reasonable time after any defect or deficiency or breach of this warranty becomes apparent, not to exceed thirty (30) days from the date Owner becomes aware of such defect or deficiency or breach of this warranty.

Service Agreement. After said warranty period has expired (12) months from substantial completion. A Service Agreement Contract will be offered to the owner on an annual basis. The Service Agreement will be outlined as follows:

- i. Master Control Center (Main Office)
 - a. (1) One site visit per year to inspect all hardware provided, (Servers, Computers, Switches, Routers, Monitors, UPS's and to perform routine factory recommended cleaning and maintenance. This visit could be coupled with other maintenance visits.
 - b. (1) One site visit per year for software support. This will include but not limited to license updates, security updates, SCADA software updates, Microsoft Office updates, Screen Connect updates and any patching necessary.
 - c. Remote support will be offered for troubleshooting and diagnostic purposes, access for HOA Solutions technicians to the owner's system will be the sole decision of the owner.
- ii. Remote Lift Stations (RTU's)
 - a. (1) One site visit per year to inspect all hardware provided (PLC's, Cellular Modems, Radios, Antennas, Transducers, Flowmeters, VFD's, relay logic, and health of the overall remote communication scheme.
- iii. Preferred Service Option
 - a. This option will place the owner on a list that will guarantee the owner "immediate" support in the case of an emergency or catastrophic damage. (Wide spread thunderstorms, tornadoes, ice storms, floods, wind)
 - i. "Immediate" is defined as phone support within 1 hour of receiving the request from the customer or on-site service within 8 hours of receiving the request from the customer.

Indemnity. To the fullest extent permitted by law, Contractor and Owner each agree to indemnify, hold harmless and defend the other, its officers, employees, owners, agents, and successors from and against any and all liability, debts, claims, suits, losses, damages, causes of actions, judgments, costs and expenses, including attorney's fees, relating to or arising out of the following, to the extent caused by and proportionally to that party's actions or omissions:

- (i) those arising by reason of claims by governmental authorities or other entities of any actual or asserted failure to comply with any applicable law or permit, including without limitation actual or asserted failure to pay taxes, duties, or fees, or to comply with employee safety orders or safe place of employment laws; or
- (ii) those arising on account of injury to or death of persons or damage to or loss of property.

Each party shall promptly notify the other of any loss, claim or proceeding in respect of which it is or may be entitled to indemnification under this section. Such notice shall be given as soon as reasonably practicable after the party claiming indemnification becomes aware of any loss, claim or proceeding. Any failure to provide prompt notice shall not affect indemnification obligations hereunder except to the extent that there has been actual prejudice as a result of such delay. The indemnification obligations hereunder shall survive the completion or termination of this Agreement subject to applicable statutes of limitations and repose.

Waiver of Incidental and Consequential Damages. The Contractor and Owner waive all claims against each other for contract, warranty, tort (including negligence or strict liability) or otherwise for any special, indirect, incidental or consequential damages of any kind or nature whatsoever. This mutual waiver includes, but is not limited to damages incurred by the Owner for rental expense, for loss of use, income, profit, financing, business or reputation, and for loss of management or employee productivity or the services of such persons and any other loss that could be construed as an incidental or consequential damage or arising out of a breach of this Agreement. This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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.

Notices. 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:

Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous negotiations, conversations, writings and agreements by the parties with respect to the subject matter hereof. The provisions of this Agreement shall be changed, modified, waived or amended only by a written agreement signed by the parties. No oral agreement or conversation with any officer, agent or employee of Contractor or Owner, either before or after the execution of this Agreement, shall affect, alter or modify the obligations of the parties.

Counterparts. This Agreement may be executed by signing the original or a counterpart thereof. If this Agreement is executed in counterparts, all counterparts taken together shall have the same effect as if all the parties had signed the same instrument. A facsimile or pdf signature shall be treated as an original signature.

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.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13j
5.29.18

COUNCIL MEETING DATE:	05/29/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services	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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Lift Station Abandonment

SYNOPSIS:

Request approval of a Letter Agreement for Engineering Services between the City of Bellevue and Olsson Associates for the Lift Station Abandonment Project.

FISCAL IMPACT:

\$27,300

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7080 Project Engineering

PW 18(3)

RECOMMENDATION:

Request approval of a Letter Agreement for professional services between the City of Bellevue and Olsson Associates and authorize the Mayor to sign the Agreement not to exceed \$27,300.

BACKGROUND:

This project is for professional services associated with the abandonment of the sanitary lift station located along 36th Street, north of Lynnwood Drive. A more detailed description of work is described in The Scope of Services that is attached. This project needs to be completed before the start of the 36th Street widening project.

ATTACHMENTS:

1 Letter Agreement

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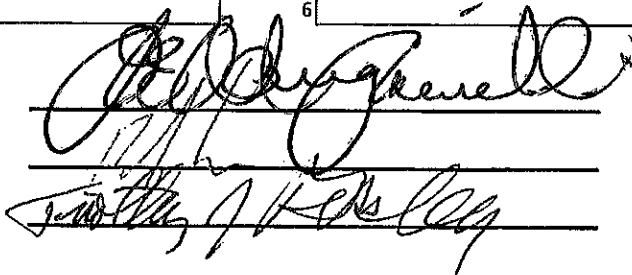
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





LETTER AGREEMENT FOR PROFESSIONAL SERVICES

May 22, 2018

City of Bellevue NE
Attn: Jeff Roberts
1510 Wall Street
Bellevue, NE 68005-5299

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Lift Station Abandonment (the "Project")
Bellevue, NE

Dear Mr. Roberts:

It is our understanding that City of Bellevue NE ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement promptly upon signing.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee. The fixed fee amounts are listed in the attached Scope of Services. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

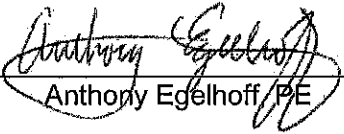
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Anthony Egelhoff, PE

By 
Katie L. Underwood, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF BELLEVUE NE

By _____

By _____
Mayor

Print Name _____

Print Name _____

Dated _____

Dated _____

Attachments
Scope of Services
Exhibit A
General Provisions

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SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 18, 2018 between City of Bellevue NE ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Bellevue, NE

Project Description: Lift Station Abandonment

SCOPE OF SERVICES

In general, this project is associated with the abandonment of the sanitary lift station located along 36th Street, north of Lynnwood Drive. Olsson shall provide the following services (Scope of Services) to Client for the Project:

DUE DILIGENCE

Boundary and Topographic Survey

- Topographic Survey
 - Topographic features shall be surveyed to create a surface represented by 1-foot contours. Improvements within the limits not already picked up from previous projects shall be located, including: buildings, roads, structures, pipes, fences, trees, and utilities. The Topographic Survey limits are as follows:
 - Limits as shown on that attached **Exhibit "A"**.
 - A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.
- Boundary Survey:
 - A survey shall be conducted to recover existing property corners and re-establish the missing property corners for the said boundary line. Property corners, controlling corners and property lines shall be placed in the survey file.
 - Easement information that is provided from the title work shall be placed on the site map only being as accurate as the property lines may be. Easements that fall outside of the survey limits that do not affect the project will not be placed.
 - Horizontal coordinate system will be in reference to the Nebraska State Plane Coordinate System North American Datum of 1983 (NAD83) modified to ground. Vertical datum will be in reference to the North American Datum of 1988 (NAVD88).
 - A site map shall be created showing current site conditions based on the topographic survey.

Wetlands Delineation and Section 404 Permit Application

- **Wetland Delineation**
 - Olsson shall conduct a Wetland Delineation of the project site. Wetlands identified during the investigation shall be delineated in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Corps of Engineers Wetlands Delineation Manual, as well as the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0, 2010). Wetland boundaries shall be delineated in the field using a GPS (sub-meter accuracy), and transferred to existing aerial photography. Data on soils, hydrology, and vegetation shall be collected, and data sheets shall be filled out at location that will allow wetland boundaries to be determined. Color ground-level photographs of the wetland areas shall also be taken. Areas that are not wetlands but meet the definition of "waters of the U.S." (i.e. streams, lakes, or ponds) shall also be located on aerial photographs.
 - Olsson shall prepare a Wetland Delineation Report, which shall include a general site description, background data reviewed, copies of maps used in the delineation, field data sheets, ground photos, descriptions of each wetland and water identified, descriptions of areas not meeting the criteria to be considered wetlands or waters, reference material, and recommendations.
- **Section 404 Nationwide Permit Application**
 - Olsson will complete a Pre-Construction Notification package to obtain approval from the U.S. Army Corps of Engineers under the Nationwide Permit program. Submittal of the Nationwide Permit application will include one pre-application meeting with the USACE, if requested, submittal of the pre-construction notification, and follow-up coordination with the USACE via phone or email.
 - Olsson anticipates impacts to jurisdictional wetlands will be less than 0.1 acre and impacts to jurisdictional waterways will be less than 300 linear feet, and mitigation design isn't necessary. If impacts exceed these thresholds and a mitigation plan and/or Individual Permit is required, Olsson will provide a revised scope and fee for those additional services.

PROJECT MANAGEMENT

Project Management and Project Meetings / Conference Calls

- Olsson shall initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Olsson shall also prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Client and maintain project records.
- Olsson shall prepare for and attend project-related meetings, Meetings/calls included in this scope include preparation and attendance at the following but not limited to:
 - Project meetings with the Client, their representatives, and their consultants.
- This scope includes a total of four (4) anticipated meetings/calls each attended by two (2) Olsson staff; when possible, only one Olsson staff member will attend the meetings/calls to save cost, but if necessary due to the topics covered in the meeting more staff will attend.

PUBLIC IMPROVEMENTS

Sanitary Sewer Design

- Sanitary Sewer Design Plans and Specifications shall be based on the following (minimum) guidelines and requirements:
 - Nebraska Department of Environmental Quality
 - Great Lakes – Upper Mississippi River Board (10 State Standards)
 - Client (City of Bellevue)
- Survey/Review of Serviceable Sanitary Sewer Project Area
 - The Client shall provide record drawings, or any relevant information, for the existing sanitary sewer
 - It is anticipated that the existing sanitary sewer pump will be abandoned in place
- Preliminary Design
 - 60% and 90% Design plans and specifications for review and comment by Client
- Final Design
 - Bid ready design plans and specifications for construction
- Detailed, budget-level Opinion of Probable Cost(s) (OPC)
 - Compute quantities and submit and OPC with the plans and specifications for each submittal, using standard NDOT and/or City of Omaha bid items and unit prices
- Permitting
 - Final design plans and specifications for review and comment by permitting agencies
- Prepare easement legal exhibits and descriptions. Includes up to two (2) easements.

COMPENSATION

Phase	Task Description	Fee Amount	Fee Type
DUE DILIGENCE			
110	Boundary and Topographic Survey	\$ 4,300.00	Lump Sum
150	Wetlands Delineation and Section 404 Permit Application	\$ 7,300.00	Lump Sum
	Sub-Total	\$ 11,600.00	
PROJECT MANAGEMENT			
200	Project Management	\$ 2,200.00	Lump Sum
210	Project Meetings	\$ 1,500.00	Lump Sum
	Sub-Total	\$ 3,700.00	
PUBLIC IMPROVEMENTS			
400	Sanitary Sewer Design	\$ 12,000.00	Lump Sum
	Sub-Total	\$ 12,000.00	
TOTAL CONTRACT		\$ 27,300.00	

Project Assumptions

We have made several assumptions in the preparation of this proposal. These assumptions are as follows:

- Included is one revision at Client's request and one revision to address Permitting Agency's Comments. Repetition of any tasks, beyond normal design/review processes, shall be considered additional services.
- Specifications will be included on the plan sheets.
- All permit fees will be by Client or their representatives.

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Additional plan revisions beyond those identified in the Project Assumptions
- As-built drawings/certifications.
- Field and Construction Services including Construction Staking, Testing, Observation.
- Permit Fees.
- Project-related permitting outside of the scope of the proposal and fees.
- Additional easement legal descriptions and exhibits outside the scope of the proposal and fees.
- Right-of-Way services, including title searches, appraisals, negotiations, and acquisitions.
- Public outreach or public meetings.
- Items not specifically included in the Scope of Services above.

EXHIBIT A



GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 22, 2018 between City of Bellevue NE ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the

fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson 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, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the

period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance

provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity,

holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet 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, except to the extent that any assignment, subletting or transfer is mandated by law or 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 Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

13K
5.29.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	5/29/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director	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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Traffic Signal Improvements Agreement

SYNOPSIS:

Approve the Agreement between the City of Bellevue and State of Nebraska Department of Transportation for traffic signal improvements.

FISCAL IMPACT:

\$7,100 City's Share

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

HSIP-370-7(127), CN 22648

RECOMMENDATION:

Authorize the Mayor to sign the Agreement between the City of Bellevue and State of Nebraska Department of Transportation for traffic signal improvements in the amount of \$7,100.

BACKGROUND:

The State has plans on N-370 to provide fiber optic cable interconnection of existing traffic signals, upgrade traffic signal controllers, and install vehicle detection systems, signal heads with flashing yellow arrows, and advance warning beacons where warranted. This is a cost share with the Federal Highway Administration, State, and City.

ATTACHMENTS:

1 Agreement Supplement No. 5

2

3

4

5

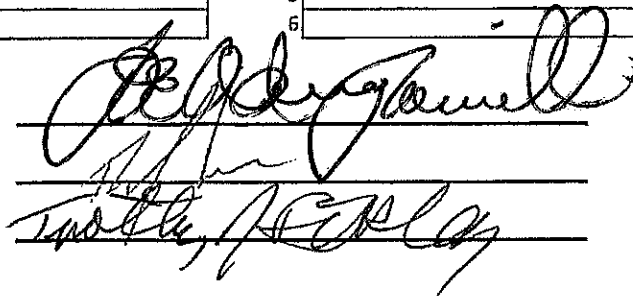
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SIGNATURES:

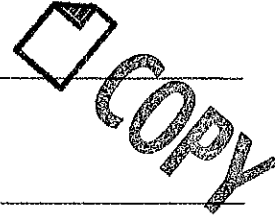
ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



AGREEMENT

COPY

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF BELLEVUE
PROJECT NO. HSIP-370-7(127)
CONTROL NO. 22648
N-370 – 168th STREET TO US-75 NORTHBOUND
TRAFFIC SIGNALS IMPROVEMENTS AND INSTALLATION OF VEHICLE DETECTION
SYSTEMS

THIS AGREEMENT is between City of Bellevue, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State has plans on N-370 to provide fiber optic cable interconnection of existing traffic signals, upgrade traffic signal controllers, and install: vehicle detection systems, signal heads with flashing yellow arrows, and advance warning beacons where warranted, and

WHEREAS, State intends that the improvement be developed and constructed under the designation of Project No. HSIP-370-7(127); and

WHEREAS, the Municipality is provided with jurisdiction in matters involving the installation and operation of Traffic Control devices on State Highway extensions through such corporate areas as provided by Neb.Rev.Stat. §60-6,120(2)(b); and

WHEREAS, this improvement is located on a portion of Highway N-370 within Municipality corporate limits; and

WHEREAS, in accordance with the conditions provided herein, the funding of these improvements will be as follows:

Municipality 5%

State 5%

Federal Highway Administration 90%; and

WHEREAS, it is the desire of the Municipality that the improvements described in this Agreement be made, and

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

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "A"; and

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

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date** - This Agreement will be effective immediately on the date it is fully executed by the Parties.
- 1.2 Identifying Date** - For convenience, the identifying date of this Agreement will be the date State signed the Agreement.
- 1.3 Duration** - The Agreement is completed when State provides written acceptance of the Project. After completion of the Project, this Agreement will remain in full force and effect regarding State's and Municipality's future responsibilities described herein.
- 1.4 Termination** - State reserves the right to terminate this Agreement as provided herein, such as maintenance cost for the continued operation of the traffic signals.

SECTION 2. DESCRIPTION OF THE PROJECT

- 2.1** The improvements on this project consist of
 - providing fiber optic interconnection of the existing traffic signals along N-370 from 168th Street to 25th Street and between the US-75 Southbound off ramp and Northbound off ramp,
 - upgrading traffic signal controllers
 - installing wireless interconnect between 25th Street and US-75 Southbound off ramp,
 - installing vehicle detection systems,
 - installing signal heads with flashing yellow arrows, and
 - installing advance warning beacons where warranted.
- 2.2** Upon the completion of the Project, Ethernet switches will be installed by State Personnel and will remain the property of the State.

SECTION 3. STATE'S RESPONSIBILITIES

State agrees:

- 3.1 To prepare plans and specifications for the existing traffic signals' improvements and fiber optic interconnect, at the intersections of N-370 and 48th Street, 42nd Street, 36th Street, Golden Boulevard, 25th Street, US-75 NB Off Ramp, and such plans will be available upon request at the office of the State Traffic Engineer, Nebraska Department of Transportation, Lincoln, Nebraska.
- 3.2 State agrees to pay 5% of the project costs including, but not limited to, the preliminary engineering, construction and construction engineering for all improvements
- 3.3 Upon the completion of the Project, Ethernet switches will be installed by State Personnel and will remain the property of the State.

SECTION 4. MUNICIPALITY'S RESPONSIBILITIES

Municipality agrees:

- 4.1 Municipality agrees to pay 5% of the project costs including, but not limited to, the preliminary engineering, construction and construction engineering for all improvements within Municipality corporate limits.
- 4.2 Municipality agrees to solely bear the cost of electrical power required to operate the traffic signal control devices.
- 4.3 Municipality shall be responsible for the maintenance of the improvements and further retains all the responsibilities for the improvement provided in Neb.Rev.Stat. §60-6,120(2)(b) and elsewhere under Nebraska law.

SECTION 5. FINANCIAL RESPONSIBILITIES.

- 5.1 The Municipality agrees to pay for 5 percent of the actual cost for preliminary engineering, construction and construction engineering for the improvements described in Section 2. The total cost for this project within Municipality corporate limits is currently estimated to be \$142,000 with the Municipality's 5% share currently estimated to be \$7,100. The State will invoice the Municipality upon completion of the project. The Municipality shall pay the State within thirty days after receipt of the State's invoice.

SECTION 6. MUNICIPALITY RESOLUTION

The Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "A" and incorporated herein by this reference.

SECTION 7. ENTIRE AGREEMENT

This instrument, and any supplements hereto, embodies the entire agreement of the Parties; however, provisions of prior agreement(s) between the Parties concerning the applicable segment of State Highway N-370 shall remain in effect except to the extent the provisions of the prior agreement(s) conflict with this Agreement.

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

EXECUTED by Municipality this__day of_____, 2018.

WITNESS:

CITY OF BELLEVUE

City Clerk

Mayor

EXECUTED by State this_____day of_____, 2018.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Daniel J. Waddle, P.E.

Traffic Engineer

RECOMMENDED:
Timothy W. Weander, P.E.

District 2 Engineer

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

131
5.29.18

COUNCIL MEETING DATE:	05/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Joe Mangiamelli, City Administrator Julie Dinville, Library Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input checked="" type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Feasibility Assessment for Bellevue Library Services

SYNOPSIS:

Proposals were received from six firms qualified to conduct the necessary feasibility assessment for library services for the Bellevue community - three firms were interviewed. Clark Enersen Partners of Lincoln was selected as best qualified to conduct the public outreach and potential site evaluations for library services going forward. CCmember Burns participated in this selection process.

FISCAL IMPACT:

\$115,000 lump sum plus an estimated \$2,700 in reimbursable expenses, if necessary.

BUDGETED ITEM: ☒ YES ☐ NO
IF NO, EXPLAIN:

GRANT/MATCHING FUNDS ☐ YES ☒ NO
IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
Finance	Street District # and Name:	
	Distribution Code:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approve the agreement, authorizing the Mayor to sign the same, for the library feasibility assessment project. The work is intended to be conducted over the next six months to provide a detailed analysis of current and future library needs to serve the community and for site evaluation considerations for delivery to the new mayor and city council, to be sworn in December of this year.

BACKGROUND:

The current library facility has long passed its useful life and is in need of expansion and renovation or the construction of a new facility. The proposed assessment will involve the conduct of public/community input sessions to identify future needs for services. In addition, the assessment will evaluate the current site for applicability of potential expansion and renovation or whether a new facility, more centrally located will best serve. It is expected this work will be undertaken for presentation to the newly elected mayor and then city council for action. The assessment will also provide the framework upon which financial assistance can be sought from foundations, the state of Nebraska and other philanthropic organizations.

ATTACHMENTS:

- 1 Agreement with Clark Enersen Partner
- 2
- 3


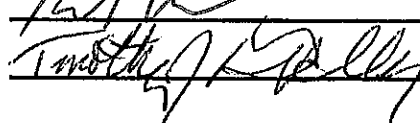
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-second day of May in the year Two Thousand Eighteen

(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, Nebraska 68005

and the Architect:
(Name, legal status, address and other information)

The Clark Enersen Partners
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508

for the following Project:
(Name, location and detailed description)

Bellevue Public Library Feasibility Assessment

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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.)

Please reference Exhibit A - Scope of Services

§ 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.)

Project location and physical characteristics to be determined through the Phase I Feasibility Assessment process outlined in Exhibit A - Scope of Services.

§ 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.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Phase 1 Feasibility Study: July 9-Dec 7, 2018

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

December 10, 2018 - The Clark Enersen Partners presentation to Council.

§ 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.)

Phase 2 will engage a Construction Manager at Risk delivery method. Phase 1 Feasibility Assessment will provide deliverables outlined in Exhibit A - Scope of Services.

§ 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.)

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

(Paragraphs Deleted)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

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- .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.)

Matt Glawatz
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508

§ 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:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

(Paragraph Deleted)

4. Library Consultant:
Nancy Bolt & Associates

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9018 Ute Drive
Golden, Colorado 80403
303-642-0338

5. Other Consultant:
Carson Block Consulting, Inc.
2913 Michener Ct
Fort Collins, Colorado 80526
970-673-7475

§ 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 agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2000000) for each occurrence and Four Million Dollars (\$ 4000000) in the aggregate for bodily injury and property damage.

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§ 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 (\$ 1000000) 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 One Million Dollars (\$ 1000000) each accident, One Million Dollars (\$ 1000000) each employee, and One Million Dollars (\$ 1000000) 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 Five Million Dollars (\$ 5000000) per claim and Five Million Dollars (\$ 5000000) 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. The City of Bellevue shall be listed as an additional insured.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 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.

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§ 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.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The 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 (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 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 for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 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 the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall 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

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and 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

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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 inspections 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 inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect, Phase I

§ 4.1.1.2	Multiple preliminary designs	Architect, Phase 1
§ 4.1.1.3	Measured drawings	Architect, Phase 1
§ 4.1.1.4	Existing facilities surveys	Not Provided
§ 4.1.1.5	Site evaluation and planning	Architect, Phase 1
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect, Phase 1 & 2
§ 4.1.1.9	Landscape design	Architect, Phase 2
§ 4.1.1.10	Architectural interior design	Architect, Phase 2
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Architect, Phase 2
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Architect, Phase 2
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect, Phase 2
§ 4.1.1.29	Other services provided by specialty Consultants	Architect, Phase 1 & 2
§ 4.1.1.30	Other Supplemental Services	Not Provided

§ 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.)

Architect provided supplemental services have been identified as either Phase 1 or Phase 2, or both.

(Paragraphs Deleted)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 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 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents 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 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 TBD () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

Init.

- .2 TBD () visits to the site by the Architect during construction
- .3 TBD () inspections 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 TBD () inspections 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 Six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 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 Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated 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 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

[] 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.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 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.

Init.

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

Init.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Phase 1: Lump Sum of \$115,000.00

(Paragraphs Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly. Please reference Exhibit B - Standard Billing 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.)

Hourly. Please reference Exhibit B - Standard Billing Rates

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(Paragraphs Deleted)

(Table Deleted)

§ 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.)*

Please reference Exhibit B - Standard Billing Rates

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation for Phase I shall not exceed \$2,700.00. .

(Paragraphs Deleted)

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraph Deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs Deleted)

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

(Paragraphs Deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs Deleted)

Exhibit A - Scope of Services

Exhibit B - Standard Billing Rates

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

City of Bellevue Mayor

(Printed name and title)

CITY ATTORNEY (Signature)

Approved as to form: CITY ATTORNEY

ENGINEER (Signature)

Jennifer Klein, Principal

(Printed name, title, and license number, if required)

CITY CLERK (Signature)

Attest: CITY CLERK

Init.

Additions and Deletions Report for **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:15:36 on 05/22/2018.

PAGE 1

AGREEMENT made as of the Twenty-second day of May in the year Two Thousand Eighteen

...

City of Bellevue
1500 Wall Street
Bellevue, Nebraska 68005

...

The Clark Enersen Partners
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508

...

Bellevue Public Library Feasibility Assessment

PAGE 2

Please reference Exhibit A - Scope of Services

...

Project location and physical characteristics to be determined through the Phase 1
Feasibility Assessment process outlined in Exhibit A - Scope of Services.

...

TBD

PAGE 3

Phase I Feasibility Study: July 9-Dec 7, 2018

...

TBD

...

TBD

...

December 10, 2018 - The Clark Enersen Partners presentation to Council.

...

Phase 2 will engage a Construction Manager at Risk delivery method. Phase 1 Feasibility Assessment will provide deliverables outlined in Exhibit A - Scope of Services.

...

TBD

...

~~§ 4.1.7 The Owner identifies the following representative in accordance with Section 5.3:~~

...

~~(List name, address, and other contact information.)~~

...

~~§ 4.1.8 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.)~~

...

TBD

...

TBD

PAGE 4

Matt Glawatz
1010 Lincoln Mall, Suite 200

Lincoln, Nebraska 68508

...

TBD

...

TBD

...

TBD

...

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

...

4. Library Consultant:
Nancy Bolt & Associates
9018 Ute Drive
Golden, Colorado 80403
303-642-0338

PAGE 5

~~§ 1.1.42 Other Initial Information on which the Agreement is based:~~ 5. Other Consultant:

Carson Block Consulting, Inc.
2913 Michener Ct
Fort Collins, Colorado 80526
970-673-7475

...

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2000000) for each occurrence and Four Million Dollars (\$ 4000000) in the aggregate for bodily injury and property damage.

PAGE 6

§ 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 (\$ 1000000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1000000) each accident, One Million Dollars (\$ 1000000) each employee, and One Million Dollars (\$ 1000000) 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 Five Million Dollars (\$ 5000000) per claim and Five Million Dollars (\$ 5000000) 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. The City of Bellevue shall be listed as an additional insured.

PAGE 12

§ 4.1.1.1 Programming	<u>Architect, Phase 1</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect, Phase 1</u>
§ 4.1.1.3 Measured drawings	<u>Architect, Phase 1</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect, Phase 1</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect, Phase 1 & 2</u>
§ 4.1.1.9 Landscape design	<u>Architect, Phase 2</u>
§ 4.1.1.10 Architectural interior design	<u>Architect, Phase 2</u>

§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect, Phase 2</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect, Phase 2</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect, Phase 2</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect, Phase 1 & 2</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

...

Architect provided supplemental services have been identified as either Phase 1 or Phase 2, or both.

...

~~§ 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.)~~

PAGE 13

- .1 TBD () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

PAGE 14

- .2 TBD () visits to the site by the Architect during construction

...

- .3 TBD () inspections 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 TBD () inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) 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.

PAGE 17

[X] Litigation in a court of competent jurisdiction

PAGE 19

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

...

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

...

~~.1—Termination Fee:~~

...

~~.2—Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

PAGE 20

Phase 1: Lump Sum of \$115,000.00

...

~~.2—Percentage Basis~~

...

~~(Insert percentage value)~~

...

~~(-) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

...

3—Other

...

(Describe the method of compensation)

...

Hourly. Please reference Exhibit B - Standard Billing Rates

...

Hourly. Please reference Exhibit B - Standard Billing Rates

PAGE 21

~~§ 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 percent (%), 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	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)

...

Please reference Exhibit B - Standard Billing Rates

...

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred. for Phase 1 shall not exceed \$2,700.00.~~

...

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

...

(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.)

PAGE 22

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) 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.)

...

0%—

...

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.)

...

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

(Insert the date of the E203 2013 incorporated into this agreement.)

...

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

(Insert the date of the E204 2017 incorporated into this agreement.)

...

~~[] Other Exhibits incorporated into this Agreement:~~

...

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.) Exhibit A - Scope of Services

...

Exhibit B - Standard Billing Rates

PAGE 23

~~.4 Other documents:~~

...

(List other documents, if any, forming part of the Agreement.)

...

OWNER (Signature)

City of Bellevue Mayor

ARCHITECT ENGINEER (Signature)

Jennifer Klein, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Myriah Stansberry, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:15:36 on 05/22/2018 under Order No. 4229577225 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Special Projects Coordinator
(Title)

May 22, 2018
(Dated)

Exhibit A: Fee Proposal

The Clark Enersen Partners: City of Bellevue
Feasibility Study

Exhibit A: Scope of Services

General Project Information

1. General Description: Provided within is a proposed scope of services for existing conditions verification, program development/verification, alternate site selection, community-wide engagement, and concept plan options development for the Bellevue Public Library.
2. Design Team: The Design Team is The Clark Enersen Partners, along with the following consultants:
 - Nancy Bolt: Library Consultant -- Nancy Bolt & Associates
 - Carson Block: Library Technologist – Carson Block Consulting

The Design Team will provide programming, alternate site selection, community-wide engagement, concept plan options, and opinion of probable cost services.

The Design Team is available to proceed with Phase 2 services at the appropriate time, and at the direction of the owner via contractual amendments.

3. Project Deliverables: Phase 1 deliverables are to include the following:
 - An executive summary identifying the process, participants, and overview of the activities, recommendations, and justification for the recommendations.
 - A summary of the physical space program that outlines the types of spaces needed and the size and configuration of each space.
 - A summary of the site investigation and site selection process, illustrating the criteria used and justification for the desired location for the library.
 - Conceptual floor plans and exterior renderings of the selected plan option.
 - An opinion of probable construction costs for the selected plan option.
4. Exclusions: The cost of a site survey and a geotechnical analysis is not included in our proposed fee for this project and shall be borne by the Owner.
5. Schedule: The overall project schedule will be developed during the Program Verification phase of the project and will be adjusted as necessary through subsequent project design phases. A tentative schedule for the Project is as follows, and is graphically represented on the following page:

• Project Kickoff	July 2018
• Existing Conditions Verification	July 2018
• Program Verification	July 2018
• Community-wide Engagement Event	July 2018
• Alternate Site Selection	August 2018
• Preliminary Concept Plan Options	September 2018

Basic Services

The following is a brief description of the Basic Services to be provided within the scope of our contract.

Project Kickoff

- Meet with Project Steering Committee to develop and verify goals and priorities
- Discuss budgets
- Verify key project milestone dates

Existing Conditions Verification

- Investigate the existing Bellevue Public Library and site.
- Gather current and projected data currently in the possession of the Library.
- Assess current Library Services and needs.
- Develop measured drawings depicting the existing architectural conditions as required to complete the analysis.
- Perform technology assessment to identify the Library's Information Technology resources and develop a technology findings and recommendations report.

Program Development/Verification

- Review all project information developed and provided to date including the 2016 Needs Assessment prepared with the assistance of George Lawson. The information developed to date shall serve as the basis for the creation of an updated and contemporary program statement for the project.
- Work with the Steering Committee, staff, user representatives, and the public to define specific project design criteria and programmatic needs.
- Review current and future trends and opportunities in spatial design, programmatic areas, wayfinding and furnishings.
- Dialogue with the Steering Committee to investigate the history and future desires of the Library. The discussion will aid in telling the story of the Library and community.
- Develop a detailed physical space program outlining individual space needs and assigning square footage values.
- Determine size and configuration of spaces and develop adjacency diagrams.
- Identify specific technology needs and their impact on the overall program and develop technology narrative to include preliminary cost estimates not covered elsewhere.
- Identify equipment and furnishings required within each programmed space.
- Identify general site requirements pertaining to parking, patron services, library services, trash and recycling, loading and deliveries, program spaces, and other needs as discovered.

- Identify preliminary building systems and infrastructure needs that will impact the building/site design/selection.
- Develop preliminary conceptual space imagery of each area.

Alternate Site Selection

- Engage the City of Bellevue and the Steering Committee to develop a list of potential alternative sites.
- Develop site selection matrix to aid in the objective ranking and selection of a site.
- Present site selection findings to community members to gather feedback and build consensus.
- Develop, with the City of Bellevue and the Steering Committee, a recommended project site.
- Develop site test-fit diagrams based off of programmatic data for potential site options.
- Develop up to 3 detailed site layout options depicting site amenities and layout.

Preliminary Concept Plan Options

- Develop concept plan options to communicate potential design solutions and assist in the determination of the appropriate option, whether a renovation/addition of the existing Library, or a new Library on an alternate site.
- Develop conceptual imagery to assist in communicating design intent to stakeholders, including 3D visualizations and renderings.
- Develop preliminary opinion of probable cost for selected option(s).

Video Renderings

- Develop a 'fly-thru' video rendering individual spaces and depicting a sequence of experiences for the viewer.
- The video will be provided by a downloadable link for the Owner's use.

Community-wide Engagement

- Organize and participate in an orientation meeting to outline Community Engagement process.
- Plan and initiate Community Engagement event during the week of July 30, 2018 to gather input pertaining to library service needs, program spaces, and technology needs.
- Engage alternative outreach methods to garner information and feedback. These methods may include working within the existing Bellevue Public Library or City websites, social media outlets, online surveys, and other digital means.
- Plan and Initiate Community Engagement event during the week of October 15, 2018 to review site selection process/information, gather feedback, and build consensus.
- Prepare/Present findings report on results of engagement efforts.

Develop Phase 1 Recommendation (Deliverables)

- Engage Steering Committee to finalize physical program, project location/site, and recommended conceptual design plan for presentation to the Library Board and City Council.
- Produce final Phase 1 deliverables in hard-copy and digital presentation formats.

Exhibit B: Standard Billing Rates

The Clark Enersen Partners: City of Bellevue
Feasibility Study

THE CLARK ENERSEN PARTNERS

HOURLY BILLING RATES

Effective 8/1/2017

Senior Principal - Arch/Eng

Chadwick	\$ 250
Diederich	\$ 250
Ripp, T.	\$ 250
Scheer	\$ 250
Schlimer	\$ 250
Berg	\$ 240
Rempe	\$ 240

Senior Principal - Laboratories

Lattig, G.	\$ 350
Stepp	\$ 250
Wise	\$ 250

Principal/Project Manager

Gergen	\$ 190
Kissel	\$ 190
Klein	\$ 190
Stolte	\$ 190
Walter	\$ 190

Project Manager - Architecture

Keele	\$ 140
Thomas	\$ 140

Senior Interior Designer

Munster	\$ 160
Rock	\$ 160

Interior Design Staff

Al-Waely	\$ 80
Hinrichs	\$ 80
McGee	\$ 80

Landscape Architect

Casper	\$ 140
Nalow	\$ 140
Ray	\$ 105
Silvey	\$ 105
Simpson	\$ 105

Landscape Intern

Hauck	\$ 80
Moline	\$ 80

Manager

Merkel	\$ 140
Pierce	\$ 140
Stover	\$ 140

Marketing

Everitt	\$ 180
McVey	\$ 120

Construction Admin Student Intern

Johnson	\$ 50
---------	-------

Architectural Team Leader

Birnbaum	\$ 135
Haden	\$ 135
McKinney	\$ 135
Watkins	\$ 135
Wooldridge	\$ 135

Architectural Staff - Registered

Anderson	\$ 115
Glawatz	\$ 115
Gunn	\$ 115
Hier	\$ 115
Janick	\$ 115
Post	\$ 115
Rogers	\$ 115
Wonder	\$ 115

Senior Architectural Staff

Ebner	\$ 105
Kelso	\$ 105
Lane	\$ 105
Michl	\$ 105
Nickelson	\$ 105

Architectural Staff

Barrett	\$ 70
Campbell	\$ 70
Fieselman	\$ 70
Speight-Robitaille	\$ 70

Architectural/Interior Student Intern

Briggs	\$ 50
Hale	\$ 50
Moore	\$ 50
Mumm	\$ 50
Osborne	\$ 50
Pokojski	\$ 50
Schafers	\$ 50

Graphic Design/Admin Assistant

Koolen	\$ 100
Kottmeyer	\$ 60
O'Neill	\$ 60
Ornduff	\$ 60

Administrative and IT Assistant

Bullington	\$ 60
Krueger	\$ 75
Stansberry	\$ 60
Torres	\$ 60
Torri	\$ 60

Construction Admin Specialist

Lattig, M.	\$ 80
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Senior Design Engineer (PE)

Beecher	\$ 175
Davison	\$ 175
Niemann	\$ 175
Onnen	\$ 175

Design Engineer (PE)

Adams	\$ 140
Blush	\$ 140
Carahan	\$ 140
Mahoney	\$ 140
McKie	\$ 140
Palan	\$ 140
Wilson	\$ 140
Wroblewski	\$ 140

Engineering Designer

Capek	\$ 125
Kent	\$ 125
Krysl	\$ 125
Nelson	\$ 125
Preister	\$ 125
Wittstruck	\$ 125

Design Engineer

Beaman	\$ 110
Boyer	\$ 110
Metcalf	\$ 110
Shald	\$ 110
Slattery	\$ 110
Uhing	\$ 110

Engineering Staff

Allen	\$ 75
Bertelsman	\$ 75
Bowman	\$ 75
Donovan	\$ 75
DuSchene	\$ 75
Fickbohm	\$ 75
Orton	\$ 75
Rose	\$ 75
Sharp	\$ 75
Swift	\$ 75
Winter	\$ 75

Engineering Intern

Siel	\$ 60
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Construction Administrator

Clay	\$ 135
Hanna	\$ 135
Hartung	\$ 135
Pavey	\$ 135
Ripp, M.	\$ 135
Stull	\$ 135
Vestecka	\$ 90

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13m
5.29.18

COUNCIL MEETING DATE:	05/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Joe Mangiamelli, City Administrator		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	

SUBJECT:

Sarpy County and Cities Wastewater Agency Agreement amendment and approval of FY 2018 budget

SYNOPSIS:

The Sarpy County and Cities Wastewater interlocal agreement prescribed dates for submission and approval of annual budgets which could not be met. The amendment herein provides for more realistic dates for that approval process. There is also attached a Resolution authorizing approval of the FY 2018 budget that was advanced and funded by the County.

FISCAL IMPACT:

\$0

BUDGETED ITEM: ☐ YES ☐ NO *N/A*

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
Finance	Street District # and Name:	
	Distribution Code:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approve the amendment to the interlocal agreement providing for the creation of the Sarpy County and Cities Wastewater Agency and approving the amendment thereto reestablishing dates for the submission and approval of the annual Agency budget; also, approve the FY 2018 budget.

BACKGROUND:

The Interlocal Agreement creating the Sarpy County and Cities Wastewater Agency was developed with the best of intentions, however, when put into practice the budget process and timetable was not workable. The amendment corrects that timetable and process for future budgets. The Agreement also requires the respective participant cities to approve the annual budget - FY 2018, funded by the County, is attached for approval.

ATTACHMENTS:

- 1 Interlocal Agreement amendment
- 2 Resolution approving the FY 2018 Agreement
- 3

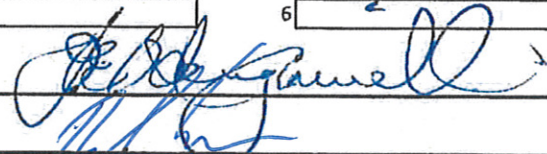
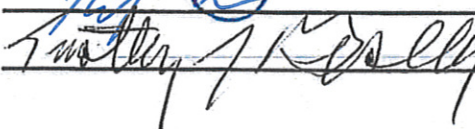
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6	2

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

AMENDMENT

THIS AMENDMENT is entered into by and between the County of Sarpy, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, the City of LaVista, Nebraska, and the City of Gretna, Nebraska (collectively, the "Members").

WHEREAS, the Members entered into an Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency in September 2017 (the "Interlocal Agreement");

WHEREAS, the Interlocal Agreement sets forth procedures for the preparation, approval and amendment of the Sarpy County and Cities Wastewater Agency's ("Agency's") Annual Budget in Section IX of the Interlocal Agreement;

WHEREAS, Section IX of the Interlocal Agreement identifies certain calendar deadlines for the consideration and approval of the Annual Budget by the Agency and its Members;

WHEREAS, the calendar deadlines are not feasible for the initial developmental period of the Agency;

WHEREAS, Section XVII of the Interlocal Agreement allows for amendment of the Interlocal Agreement through approval by the governing bodies of the Members; and

WHEREAS, the Members have determined that the time deadlines under Section IX of the Interlocal Agreement should be amended to provide more time and flexibility to the Agency and its Members to consider, discuss and approve the Agency's Annual Budget.

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

- A) Section IX of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

SECTION IX. ANNUAL BUDGET

- A. The Agency Board shall prepare an itemized annual budget for the upcoming fiscal year which, upon approval of the Agency Board, shall be presented to and subject to approval of the individual governing body of each Member. Such annual budget for the upcoming fiscal year shall be considered by the governing body of each Member within thirty (30) days of the Agency Board's approval of the annual budget. The exercise of any Agency powers involving financial commitments of any Member(s) must be included in the annual budget, unless otherwise approved by the governing bodies of all such Member(s) pursuant to an applicable Service Agreement. Upon the approval of the annual budget by the governing bodies of all Members, such budget shall immediately be considered adopted and effective to bind the Agency for the upcoming fiscal year.

- B. In the event the governing body of any individual Member does not approve the annual budget for an upcoming fiscal year within thirty (30) days of the Agency Board's approval, the annual budget shall be revised by the Agency Board so that no new financial obligations for such non-approving Member shall be included within the revised annual Agency budget and no new Agency projects located within such non-approving Member's corporate limits, ETJ, or Designated Wastewater Service Area, shall be included within the revised annual Agency budget. Additionally, the annual budget shall be revised by the Agency Board so that no new Agency projects shall be located within such non-approving Member's "area of future growth and development" under the maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., but only in those instances where more than fifty percent of any such new Agency project is proposed to be located within such non-approving Member's "area of future growth and development" as determined by linear measure. In the event fifty percent or less of any new Agency project is proposed to be located within such non-approving Member's "area of future growth and development," the foregoing prohibition shall not apply and such new Agency project may be located within such non-approving Member's "area of future growth and development" without the need to obtain such non-approving Member's authorization.
- C. Any revisions that are made to an annual budget for an fiscal year pursuant to Section IX(B) shall not relieve the non-approving Member from any existing financial obligations approved as part of a previous fiscal year's budget or as part of a previous agreement to which the non-approving Member was a party, nor shall it relieve the Agency from any existing project obligations located within the non-approving Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area that were approved as payment of a previous annual budget or by a previous agreement to which the Agency was a party. After such revisions have been prepared and approved by the Agency Board, the revised annual Agency budget shall be presented to the governing body of each Member. A revised annual Agency budget shall be considered sufficiently adopted and effective to bind the Agency for the upcoming fiscal year as long as the Agency Board and the governing body of each Member with new financial obligations included within the revised annual budget and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area, has approved the annual revised budget.
- D. Over the course of a fiscal year, the corresponding annual Agency budget may be amended from time to time as deemed necessary or appropriate by the Agency Board. An annual Agency budget amendment shall be considered sufficiently adopted and effective to bind the Agency for the remainder of the applicable fiscal year so long as the Agency Board, the governing body of each Member with new financial obligations included within the annual Agency budget, and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area have approved such amendment to the annual Agency budget.
- E. The budget shall be prepared and filed as provided in the Nebraska Budget Act, Neb. Rev. Stat.

§ 13-501 et seq. as may be amended from time to time.

- F. Member contributions, if needed, will be determined and agreed upon between the Agency and each Member's governing body as part of the annual budget.
- G. In all other respects, the Sarpy County and Cities Wastewater Agency Interlocal Agreement remains unchanged.

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement

to be executed by the duly authorized officers.

Signed by Sarpy County this ____ day of _____, 2018.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

By _____
Chairperson, Board of Commissioners

Attest:

Approved as to form:

Sarpy County Clerk

Sarpy County Attorney

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Bellevue this ____ day of _____, 2018.

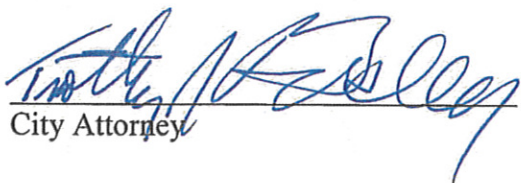
ATTEST:

CITY OF BELLEVUE, a Nebraska
Municipal Corporation

Sabrina Ohnmacht, City Clerk

Rita Sanders, Mayor

Approved as to Form:



City Attorney

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Papillion this ____ day of _____, 2018.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole Brown, City Clerk

David P. Black, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of La Vista this _____ day of _____, 2018.

ATTEST:

CITY OF LA VISTA, a Nebraska
Municipal Corporation

Pamela A. Buethe, City Clerk

Douglas Kindig, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Gretna this ____ day of _____, 2018.

ATTEST:

CITY OF GRETNA, a Nebraska
Municipal Corporation

Tammy L. Tisdall, City Clerk

James W. Timmerman, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Springfield this ____ day of _____, 2018.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska
Municipal Corporation

Kathleen Gottsch,
City Administrator/City Clerk

Robert Roseland, Mayor

CITY SEAL

Exhibit B

Amendment Redline Comparison

SECTION IX. ANNUAL BUDGET

- A. ~~By April 30th of each year, the~~The Agency Board shall prepare an itemized annual budget for the upcoming fiscal year which, upon approval of the Agency Board, shall be presented to and subject to approval of the individual governing body of each Member. Such annual budget for the upcoming fiscal year shall be considered by the governing body of each Member ~~by May 31st of each year~~within thirty (30) days of the Agency Board's approval of the annual budget. The exercise of any Agency powers involving financial commitments of any Member(s) must be included in the annual budget, unless otherwise approved by the governing bodies of all such Member(s) pursuant to an applicable Service Agreement. Upon the approval of the annual budget by the governing bodies of all Members, such budget shall immediately be considered adopted and effective to bind the Agency for the upcoming fiscal year.
- B. In the event the governing body of any individual Member does not approve the annual budget for an upcoming fiscal year ~~by May 31st~~within thirty (30) days of the Agency Board's approval, the annual budget shall be revised by the Agency Board so that no new financial obligations for such non-approving Member shall be included within the revised annual Agency budget and no new Agency projects located within such non-approving Member's corporate limits, ETJ, or Designated Wastewater Service Area, shall be included within the revised annual Agency budget. Additionally, the annual budget shall be revised by the Agency Board so that no new Agency projects shall be located within such non-approving Member's "area of future growth and development" under the maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., but only in those instances where more than fifty percent of any such new Agency project is proposed to be located within such non-approving Member's "area of future growth and development" as determined by linear measure. In the event fifty percent or less of any new Agency project is proposed to be located within such non-approving Member's "area of future growth and development," the foregoing prohibition shall not apply and such new Agency project may be located within such non-approving Member's "area of future growth and development" without the need to obtain such non-approving Member's authorization.
- C. Any revisions that are made to an annual budget for an fiscal year pursuant to Section IX(B) shall not relieve the non-approving Member from any existing financial obligations approved as part of a previous fiscal year's budget or as part of a previous agreement to which the non-approving Member was a party, nor shall it relieve the Agency from any existing project obligations located within the non-approving Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area that were approved as payment of a previous annual budget or by a previous agreement to which the Agency was a party. After such revisions have been prepared and approved by the Agency Board, the revised annual Agency budget shall be presented to the governing body of each Member ~~by June 30th of that same year~~. A revised annual Agency budget shall be considered sufficiently adopted and effective to bind the Agency for the upcoming fiscal year as long as the Agency Board and the governing body of each Member with new financial obligations included within the revised annual budget and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq.,

or Designated Wastewater Service Area, has approved the annual revised budget.

- D. Over the course of a fiscal year, the corresponding annual Agency budget may be amended from time to time as deemed necessary or appropriate by the Agency Board. An annual Agency budget amendment shall be considered sufficiently adopted and effective to bind the Agency for the remainder of the applicable fiscal year so long as the Agency Board, the governing body of each Member with new financial obligations included within the annual Agency budget, and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area have approved such amendment to the annual Agency budget.
- E. The budget shall be prepared and filed as provided in the Nebraska Budget Act, Neb. Rev. Stat. § 13-501 et seq. as may be amended from time to time.
- F. Member contributions, if needed, will be determined and agreed upon between the Agency and each Member's governing body as part of the annual budget.

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY
PROPOSED FY2017-2018 BUDGET**

WHEREAS, Bellevue is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and,

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and,

WHEREAS, the Agency Board has approved the proposed FY2017-2018 Budget, as amended, to serve as the Agency budget until a FY2018-2019 Budget can be approved and adopted pursuant to Section IX of the Agreement; and,

WHEREAS, the City Council of the city of Bellevue deems it appropriate and advisable to approve the proposed FY2017-2018 Budget which has been approved by the Agency Board and is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY [GOVERNING BODY OF THE MEMBER] that the proposed FY2017-2018 Budget is hereby approved.

The above Resolution was approved by a vote of the City Council of the city of Bellevue at a public meeting duly held in accordance with applicable law on the 29th day of May, 2018.


City of Bellevue by:

Attest:

Mayor

City Clerk

Approved as to form:



City Attorney

Exhibit A

FY2017-2018 Amended Budget

Sarpy County and Cities Wastewater Agency
09/18/2017 to 06/30/2018
Adopted Budget - AMENDED

	Current Budget 2017/18	AMENDED Budget 2017/18
Beginning Cash Balance - 09/18/2017	\$ -	\$ -
RECEIPTS:		
Donation - Sarpy County	\$ 250,000	\$ 250,000
Total Receipts:	\$ 250,000	\$ 250,000
Total Resources Available:	\$ 250,000	\$ 250,000
DISBURSEMENTS & TRANSFERS:		
Steve Jensen Consulting:		
Consultant Services - Plan Development Tasks	\$ 13,440	\$ 13,440
Consultant Services - On-Going Advisory Tasks	\$ 2,800	\$ 2,800
*HDR Engineering:		
Engineer/Consultant Services - Project Management	\$ 15,030	\$ 15,030
Engineer/Consultant Services - Phasing	\$ 22,189	\$ 22,189
Engineer/Consultant Services - Funding Sources	\$ 39,617	\$ 30,000
Engineer/Consultant Services - Refine Plan	\$ 24,081	\$ 19,000
Engineer/Consultant Services - Refine Funding Options	\$ 25,554	\$ 20,000
Engineer/Consultant Services - Financial Plan	\$ 9,632	\$ 5,204
Engineer/Consultant Services - Regional System Support	\$ 32,339	\$ 12,000
Engineer/Consultant Services - Executive Summary	\$ 6,139	\$ 5,000
Husch Blackwell Law Firm:		
Legal Services - General Legal Services	\$ 2,250	\$ 36,816
Legal Services - P3 Project Services	\$ 50,000	\$ 50,000
Operational Expenses:		
Insurance - Public Entity Management Liability (Inspro Insurance)	\$ 3,662	\$ 15,254
Bonds - Surety Bonds for Officer Positions	\$ 2,500	\$ 2,500
Accounting Software - QuickBooks	\$ 250	\$ 250
Postage	\$ 50	\$ 50
Office Supplies - Copies, Paper, etc.	\$ -	\$ -
Publications - Newspaper, Notices, etc.	\$ 250	\$ 250
Audit Fees	\$ -	\$ -
Miscellaneous - Fees & Supplies	\$ 217	\$ 217
Total Disbursements & Transfers:	\$ 250,000	\$ 250,000
Ending Cash Balance - 06/30/2018:	\$ -	\$ -
Agency Budget Authority Amount:	\$ 250,000	\$ 250,000

- Amended budget numbers are italicized and underlined above .

* NOTE: Actual Awarded Contract Amount for HDR's Regional Wastewater Study was \$179,332. Total award amount was reduced by \$50,909 between the funds due to anticipated carry-over of services into 2018/19.

Amended Budget Adopted by Agency Governing Body: 4/24/2018

Amended Budget Adopted by Sarpy County Governing Body: _____

Amended Budget Adopted by Bellevue Governing Body: _____

Amended Budget Adopted by Gretna Governing Body: _____

Amended Budget Adopted by La Vista Governing Body: _____

Amended Budget Adopted by Papillion Governing Body: _____

Amended Budget Adopted by Springfield Governing Body: _____

Adopted Amended Budget Effective Date: _____

Budget becomes effective upon approval by the governing bodies of all participating



City of Bellevue

Office of the Mayor

To: Joseph A Mangiamelli City Administrator City Council President Jim Moudry and members of the City Council

From: Rita Sanders Mayor City of Bellevue

Subject: Mayor's Report

May 2018

Attend Seminar on Blockchain Technology and Cyber Currency

Attend STRATCOM/General Hyten's golf outing

Attend United Cities Meeting and review past Legislative Session

Tour Davis-Monthan AFB in Tucson, Arizona. Host of the 35th Fighter Wing, to the 12th Air Force and the 55th Electronic Combat Group and the largest aircraft boneyard

Attend Crime Commission Meeting to receive recognition award

Visit 3rd Grade Class at Lemay Elementary School

Attend and speak at Fontenelle Forest 150 anniversary event and welcome internationally recognized Nebraska Native, artist Todd Williams

Attend the Sound the Alarm (American Red Cross) free fire alarm giveaway and installation

Attend MilTag meeting, Omaha

Attend Bellevue's Ride of Silence (silent bike ride to remember bicyclist killed and bike safety)

Attend Bryan Middle School (in Bellevue) ground breaking for Boys and Girls Club

Attend Cathy Hughes (2nd wealthiest black women in America from Omaha) street naming event.

Attend Bellevue University Active Shooter Training day

Attend and read proclamation for a Welcome Home Vietnam Veteran event

Attend and read proclamation for Bellevue University DAV (disabled american veterans)

Attend ReCon Global Retail Convention in Las Vegas <https://www.icsc.org/attend-and-learn/events/details/recon-the-global-retail-real-estate-convention6>

Attend Midlands Community Foundation Annual Golf event

Attend Ribbon Cutting for the new Nebraska Department of Motor Vehicle new location (48th Street and Highway 370)

Attend Agenda Meeting

Attend lunch with Consul of Mexico and President Bellevue University discussion on trade

Attend Nebraska Commission on Military and Veteran Affairs, Lincoln

Attend the 2018 Sarpy County Business Hall of Fame

Attend reception for the honorable Kentaro Sonoura, Japanese National Security Advisor to Japan's Prime Minister, discussion on security

Volunteer to place flags at Bellevue Cemetery for Memorial Day

Attend opening of Babbitt Splash Pad, Gilbert and Cascio pool

Attend first day of 2018 Bellevue Farmer's Market

Attend Memorial Day event

Attend Sarpy Economic Development Membership reception

Attend and give welcoming remarks to the Nebraska Fire Fighters Convention

Attend Foodstock 2018

Upcoming: Attend National Association of Regional Councils (transportation)



City of Bellevue

Office of the City Administrator

May 24, 2018

To: Mayor Sanders, City Council President Moudry and
Members of the Bellevue City Council
From: Joseph A. Mangiamelli, City Administrator
Subject: Overview - Activities report

The following is an overview of my activities during the period since our last City Council meeting. Numerous meetings and events attended as indicated:

- *Met with city Leadership Team to review City Council meeting and discuss upcoming issues
- *Met w/staff to review upcoming City Council agenda items
- *Attended health care advisory committee meeting
- *Met with staff to review ambulance fee write off policy
- *Met with Blue Patriot Fab group to review "840" request
- *Attended Boys and Girls Club ground breaking event
- *Met with Clark Enersen Partners to review proposed agreement for services
- *Phone conversation with Midlands Journal reporter for update on Bellevue development opportunities
- *Attended Kansas City Logistics Park site visit with Omaha Chamber Task Force
- *Attended Omaha Chamber Mega Site task force meeting
- *Scored Boys State Golf Championship – two days off the clock
- *Attended Jewel/Swanson Parks information meeting

Printed on old letterhead to use up stock



City of Bellevue
Office of Administrative Services
1500 Wall Street • Bellevue, Nebraska 68005 •

Department Activity Report May 23, 2018

Administrative Services Director

- FMLA case management (4)
- Leadership team meeting 5/15
- Budget meeting 5/14
- Recognition & Appreciation committee - assist with planning the summer employee appreciation picnic.
- Health Insurance committee quarterly meeting.
- New hire employee orientation meeting (1)
- Coordinated Transit committee meeting 5/16
- Budget preparation
- Ribbon cutting for the Boys & Girls Club at Bryan
- Job description (10) comparability information for the City of Ralston
- Prepare the annual NDOT Transportation Assistance Application for FY 18/19.
- Ultimate Software on-line training (continued).
- Review and update Key Position profiles for the Succession Plan for posting. (continued)
- Assisting with updating the ADA Transition Plan (continued)

Activity Report 05/21/18

Human Resources Manager

- Personnel issues – (1) matters under review
- Civil Service Meeting 05/08/18
- Health Insurance Committee Meeting 05/15/18
- UltiPro new time system hardware testing
- UltiPro scenario software testing
- Employee and Supervisor Training for UltiPro Time System
- UltiPro user acceptance testing (UTM)
- UltiPro time management employee setup
- UltiPro status meetings 05/09, 05/10, 05/16, 05/17
- UTM conversion pay code testing/mapping

- Preparing for go live on UltiPro Time Management (May 13th)
- Payroll processing 05/18 payroll
- Civil Service Commission Duties: meeting and agenda prep, minutes, Entry level PD eligibility list ranking, candidate rank notifications

As per your request the following is a synopsis of the day to day activity performed by the HR Coordinator and Personnel Technician, April 17 through May 21, 2018

Record Management:

Prep, Input and Record Payroll Changes for processing for May 4th & May 18th payrolls.

Processed Address Changes – 4

Name Change - 0

Travel & Training Requests Processed 19

Narratives Received - 8

Miscellaneous Copies and Secretarial work for Admin Svcs. Director to include revisions to job descriptions.

Prepare and process all of Human Service, Administrative Service and HR Requisitions. Advertise, accept and process applications for the various Department Heads. Copy and scan all scored goal sheets for Performance Management Review committee.

Recorded Performance Evaluations – 8 Verifications of Employment – 6

Entered 40 seasonal into new Ulti software system for payroll.

Applicants/Recruitment:

Benefit Orientation/Employee Exits/Resignations:

2 - Full Time Exit

3 – Full Time Benefit Orientation

3 - Promotions

1 – Return from Leave

0 – Transfer

0 –Leave of Absence

2 – Resignations/Terminations

Benefit Administration:

COBRA Notices – 2

Retirement Enrollment/Rollovers - 0

Retirement Payout/Withdrawal - 1

Processed 457 Transfers/Enrollments/Changes - 2

TASC Resign - 3

Beneficiary Changes - 0

QDRO - 1

Notified vendors of all new employees

Processed New or changes to Principal Loan – 2

Reconcile Retiree Payments and notified the retirees of payment amounts due.

Updating data base with new amounts for voluntary life insurance

Updating data base with new Life and AD&D amounts due to increases last year

Updating data base with new LTD amounts

Auditing all beneficiaries for retirement and life

Random Drug and Alcohol testing for CDL drivers performed on 5-21-18.

Payroll Administration:

Prep, E-Verify and Process New Hires - 65

Background Checks - 12

Medical Testing for New Employees - 10

Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases and performance awards.

Audited TASC payroll verification and sent PVR and finalization to finance

Reports:

Prepared Activity Report for HR Manager

On-Going Projects:

Scan and File all Performance Management reports, target and scored target.
Prep new contract year sheets for Grade/Step/Anniversary Date/Changes
Auditing of Personnel Files to include updating database with new information
Auditing of I-9 forms
Cover Human Service Desk for absent Secretary and during lunch hour.
Prepare orientation packets & manuals for new employees.
Auditing benefit deductions for each payroll

Training:

Civilian Retirement Committee: Coordinating Civilian Retirement Bi-Annual Investment Review Meeting for 5-22-18.

Attended Workshop Sponsored by DC Retirement Strategies on May 2nd.

Attended Education Workshop on April 18th

Payroll Specialist

Very busy with training and learning new payroll system
Usual payroll procedures
Ashley Decker has spent many hours training all for starting up on May 13th
All new pension uploads

Balancing all, sick time, vacation, comp time for CEA members that still receive overtime and Admin Leave for eligible employees.

Payments made for union dues, insurance and retirement plans.
Garnishments, Liens and all other misc.

Human Service Program Specialist 2-week Activity Report**FINANCIAL ASSISTANCE**

OPPD 3

Rent 8

MUD 4

BH 2

CR 1

TOTAL= 18

TOTAL NO SHOWS= 1

SENIOR SPRING CLEAN UP - 11

FOOD PANTRY

TOTAL= 1

MEETINGS

BMA...5/3, 5/10, 5/17

CR...5/7, 5/14, 5/21

BMA Regional...5/8

Region 20...5/7

Homeless Solutions...5/6

Specialized Transportation Service

Miles traveled - 2,496

Passenger boarding's – 371

New clients registered - 4

(2) New replacement vehicles are being prepared to be put into service in the near future.



City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

May 23, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

Formal approval letters for the 20 fireworks stands were sent out last week.

Day to day tasks, as usual.



CITY OF BELLEVUE

FINANCE DEPARTMENT

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3000

Bellevue Finance Department Status Report for May 29, 2018

ACCOUNTING AND FINANCE

- Budget Preparation underway
- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses & paid bills online as approved/requested
- Processed payroll accounting & reconciled multiple a/p accounts for payroll
- Reclassed/Transferred expenses between departments
- Adjusted rights to approved used in Abila system
- Retrieved document for and answered YTD financial questions for departments
- Processed monthly department allocations
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement request
- Researched bills on minute record
- Booked Various Cash Receipts
- Processed credit card transactions and reconciled statements
- Prepared Minute Record / Research bills on minute record
- Verified and booked receipts from PayPort System and Haworth Camping System
- Reviewed accounts payable
- Prepared Sales Tax and Lodging Tax monthly analysis and JE
- Worked with ANB on new Payroll system and how it relates to our banking
- Testing of Ultimate PR downloads for our GL
- Met with several departments to update forecast
- Prepared Quarterly Forecast and Capital Forecast updates/variance explanations

CDBG:

- Conducted the 2nd CDBG public hearing including application presentation and CDBG Committee review and questions.
- Held a CDBG Committee meeting to discuss applications received and prepare a proposed allocation of 2018 CDBG entitlement funding.
- Began the draft of the 2018 CDBG Action Plan which will include the proposed funding allocation to projects.
- Continued work to update the City's DUNS number and SAM registration.
- Updated CDBG project files and IDIS ledger balances and reviewed all current open projects.
- Sent letters to CDBG subrecipients regarding the 2018 Income Limits Updates and Project Timeliness Information Request.

RISK MANAGEMENT:

- Continued processing existing claims and worked to bring open claims towards resolution and closure
- Continued to investigate/accept/deny new claims
- Conferred with nurses, employees, and claims administrator on complex injury claims
- Processed appropriate invoices for payment
- Continued to manage modified duties for restricted employees
- Provided new employee orientation to two new employees
- Attended Health Insurance Committee Meeting
- Attended Webinar: Pain Rehabilitation

Safety Inspector:

- Inspected Ward 2 parks
- Conducted all duties associated with auctioning surplus equipment
- Total Gov Deals sales to date: **\$256,000 in sales**

Respectfully submitted,

Rich Severson
Finance Director, City of Bellevue



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 5/23/2018

A. General Items:

- QA/QI
- Collecting hotwash forms from participants in last week's drill and reviewing
- Collecting EEG's from evaluators from last week's drill and reviewing
- Working with Creighton EMS to demonstrate our mass casualty trailer @ training site Tuesday
- ProQA follow-up meeting with Sarpy County Tuesday
- Blood pressures and files of life @ Lied Center Wednesday
- EMS Supervisor/Medical Director Meeting Thursday
- Staff Meeting Thursday
- EMS Bureau Meeting Thursday
- Sarpy County PET Meeting Thursday
- Assisting with Creighton's MCI drill Friday @ Training Site
- begin working on multi company drill outline
- Investigation/ remediation on an employee issue.
- Investigation of potential violation of personnel rules on an employee
- Working on budget items not covered by building maintenance
- Working with KTF Fire trainer on scheduling yearly maintenance for the burn tower.

B. Inspections:

- Fire sprinkler plan review.
 1. Bryan High School.
 2. Bryan Middle School.
- Plan review of the expansion of Canvas Salon and Day Spa.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

C. Calls: May 10th through May 22nd

Fire – 42

Rescue - 140

D. Ambulance Billing

E. Manpower Report Staffing

Staffing Report from 4/30/2018 through 5/06/2018

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	E-41 3-Person	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	Full	
Thursday	AM	E-21,41 3-Person	
Thursday	PM	E-41 3-Person	
Friday	AM	E-21 3-Person	
Friday	PM	Full	
Saturday	AM	E-1,21 3-Person	
Saturday	PM	E-21,41 3-Person	
Sunday	AM	E-41 3-Person	
Sunday	PM	Full	

Staffing Report from 5/07/2018 through 5/13/2018

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	E-1 3-Person	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	E-1 3-Person	
Thursday	AM	E-31 3-Person	
Thursday	PM	E-31 3-Person	
Friday	AM	Full	



NEBRASKA
Economic Development
Certified Community



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Friday	PM	E-31	3-Person	
Saturday	AM	Full		
Saturday	PM	Full		
Sunday	AM	E-1,21,31	3-Person	EMS Asst. OOS
Sunday	PM	E-1,21,31,41	3-Person	



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 5/15/2018

- The Bellevue Public Library will host an Animal Crossing: Library World event for all ages based on the popular Nintendo game on Sunday, May 20, from 1-4 p.m. This FREE event, being coordinated by the Young Adult Department, will give the public an opportunity to immerse themselves in a life-sized version of the popular Nintendo game Animal Crossing. Activities will include scavenger hunts, magnet fishing, murals, shell necklace, seed cup planting, and more. Animal Crossing enthusiasts are encouraged to bring their Nintendo DS to use New Leafpass or their smart device to make more Pocket Camp (free app) friends. There will be snacks, fun and prizes for all ages.
- Monthly staff meetings were held at the library on May 10th. Among the items discussed included the new City employee evaluation forms, the new UltiPro payroll system, a review of the first week of the Fontenelle Forest Pass program, and a new periodicals in-house count procedure.
- Director Julie Dinville attended an online meeting May 7th of the Three Rivers Regional Library System to discuss the Talking Books & Braille service from the Nebraska Library Commission; the Read Aloud Nebraska program; and an upcoming program for MARC21 bibliographic records training.
- The Circulation Department held a quarterly meeting on May 9th. Topics discussed included proper registration procedures, maintenance of the hold shelf, maintenance of patron record privacy, and customer service ideas.
- As part of their summer library programs, a food drive will be held for the Bellevue Food Pantry starting May 26th and continuing through July 21. Youths participating in the library programs will be encouraged to donate food or household items to the Pantry.
- The Young Adult Summer Library program will kickoff on Sunday, May 20, for youths going into the 7th grade through 2018 seniors. Also on that day, the Children's Summer Library Program will begin early registration. Both programs continue through July 21.



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 5/22/2018

- The Bellevue Public Library Board held their regular monthly meeting on Wednesday, May 16. The board heard from Young Adult Librarian Crystal Anderson and Head of Children's Services Michelle Bullock on their plans for the 2018 Summer Library Program in each department. The YA SLP program got underway on May 20; the Children's program began pre-registration on May 20, and officially gets underway on May 26th.
- Director Julie Dinville met with the library directors from Springfield, Papillion and La Vista to continue making plans for the Craig Johnson author event at the Beardmore Center on Aug. 17. The event will include a special Meet and Greet event with Johnson early in the evening, followed by a program to the public at 7 p.m. Tickets for both events will only be available through the public libraries in Sarpy County.
- Summer Library Program staff training sessions were held on May 16 and 17 by the Young Adult and Children's departments.
- Approximately 90 people from the metro area participated in a Tai Chi demonstration out on the lawn of the library on Friday, May 18. Master Suman Barkhas led the group in Tai Chi and Qigong exercises. Frankie Hannan, Head of Adult Services, leads a Tai Chi and Qigong class at the library regularly on Tuesday afternoons at 2 p.m.
- The Friends of the Bellevue Public Library held their monthly meeting on May 14th. Among other items on their agenda, they discussed assisting with events at the library on OmahaGives day, May 23rd. The Friends will be helping to hand out free popcorn and ice cream for the event.
- Representatives of the Clark Enersen architectural firm of Lincoln met with Joe Mangiamelli, City Administrator, Jeff Roberts, Public Works Director, and Julie Dinville, Library Director, on May 17, to review a contract and scope of work for the site feasibility assessment project for the library. Clark Enersen was selected as the firm to carry out this project following interviews with three finalist agencies on May 3rd.
- Nearly 200 people participated in the Animal Crossing event based on a popular Nintendo game held at the Bellevue Public Library on Sunday, May 20. The library had activities for all ages, as well as refreshments and craft projects.



City of Bellevue

Office of the Planning Department

To: Mayor Sanders, City Council, and City Administrator Mangiamelli
From: Chris Shewchuk, Planning Director *CJS*
Date: May 23, 2018
Subject: Department comments for Administration Report

The May meeting of the Planning Commission meeting is on the 24th. A change of zone on 25th Street and a Conditional Use Permit for St. Matthew's Church are on the agenda.

Tammi and I met with the property owner regarding the development of land on 48th Street, just south of the West Papio Creek; this property was previously approved for development by Carson Stone.

I attended a meeting of the Smart Cities Lab planning group; discussion focused on pilot projects and the creation of a Smart Cities District.

Staff met with a potential developer of property at 42nd Street and Highway 370 regarding possible development of commercial and residential uses.

I attended the groundbreaking ceremony for the new Boys and Girls Club at Bryan Middle School.

I participated in a meeting regarding the potential redevelopment of the World Baseball Village site.

I met with the Chair of the Planning Commission to discuss the upcoming meeting agenda and also his participation in MAPA's Heartland 2050 project.

Tammi and I participated in a meeting regarding a potential redevelopment project for the city's property on Mission Avenue.

I am continuing to work on the development of the FY 2019 Planning Department budget; in conjunction with the City budget, I have also started work with other departments on the FY 2019-2024 Capital Improvement Plan.

INTEROFFICE MEMORANDUM

TO: JOE MANGIAMELLI
FROM: ACTING CHIEF STUKENHOLTZ
SUBJECT: DIRECTORS BRIEF
DATE: 5/23/2018

Operation Bruin Safety active shooter scenario was held at Bellevue University on May 18th. Nearly 500 total participants with many lessons learned and successes realized.

Attended Bellevue Public Schools Strategic Planning meeting.

Working on the 2018-2019 budget.

Teen Academy will be held May 29th through the 31st. We have approximately 20 local high school students scheduled to attend.

Code Enforcement Stats:

May 14, 2018	May 21, 2018
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Calls – 241	301
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Notices:

Zoning – 3	4
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Nuisance – 83	136
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Clean Ups – 0	0
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Tree Removal – 0	0
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Certified Notices – 6	10
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Officer Initiated – 47	83
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Towed Vehicles – 1	0
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Red Tags – 7	7
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Public Works Director's Report

May 28, 2018

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Administration: Jeff Roberts

- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Develop/prioritize conditions assessment for replacement plan (WW)
- Meetings
 - Director meetings 05.09.17, 05.23.18
 - Superintendent meetings 05.15.18, 05.29.18
 - MAPA TTAC 05.19.18

Engineering: Dean Dunn

- American Heroes Park Phase 6 – Design
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
 - FHWA monthly meeting 05.18.18
 - UCC monthly meeting 05.11.18

Parks: Brian Madison

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Spring Duties

Recreation: Jim Shada

Listed below the total number of Registrations we have taken to date:

- Baseball/Softball - 720
- Spring Training - 94
- Flag Football - 73
- Sports Camp - 65
- Tennis Lessons - 107



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- Track Club - 53
- Swimming Lessons - 375
- Swim League - 24
- Swim Passes - 40
- Total Registration to Date - 1628
- Total Revenue to Date - \$48,196

Flag Football League begins today and runs every Monday through the month of April from 6:00 pm - 7:30 pm at Baldwin Field #1. As in past years Bellevue East High School Coaches and players assists in running this activity.

Weather permitting Club Baseball/Softball games and practices begin this week at Baldwin, Haworth and McCann ballfields.

Street Maintenance: Bobby Riggs

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Winter Duties

Waste Water: Epiphany Ramos

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

Fleet Maintenance: Todd Jarosz

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: January 08, 2018		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services	2	2
Public Works		
Parks	12	9
Recreation	1	2



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Cemetery		
Streets	12	43
Fleet Maintenance		5
Permits & Inspections	2	2
Police	21	66
Fire	11	49
Wastewater		

Reported hours are taken from work orders submitted for the week. Some work orders may reflect a large amount of hours performed which would mean the unit was in the shop for an extended period of time. Work may be carried over from one week into another.

The number of hours documented on repair tickets does not include the hours it takes for Fleet Maintenance personnel to shuttle cars to and from the shop, to deliver cars to designated locations for out sourced work (i.e. window/windshield replacement, body work, warranty work) and running for parts, etc.

NEXT REPORT 06.11.18