

Bellevue City Council Meeting

Tuesday, October 18, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Richard Nakai, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the October 4, 2022 City Council Minutes.
 2. (*) Acknowledge receipt of the September 13, 2022 Tree Board Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Fort Crook Road Regional Award for design of Fort Crook Road Redevelopment Master Plan. (Public Works Director)
 - b. Presentation from Mr. Dave Miller, Director of Ethical Engagement, of ALLO Fiber. (Public Works Director / Dave Miller)
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend appointment of Stephen Langa-Ramos to the Complete Street Committee to fill the remaining term of Stephanie Hanson, ending August 2025. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4110: Updated Compensation Ordinance to reflect change in pay range for employees that are unclassified and employees covered by Bellevue Professional Firefighters Association. (HR Director)
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Request approval Event License Application for Annual Olde Towne Trick or Treat on Sunday, October 23, 2022 from 4:00 p.m. to 6:00 p.m., and waiving of the Event License Fee. (City Clerk)
15. RESOLUTIONS:
 - a. Resolution No. 2022-30: Approving and authorizing the Mayor to sign Preliminary Services Supplemental Agreement-BK1935-001 with Olsson for the 36th Street, Sheridan-Platteview (MAPA-3773(1), (CN 22288), in an amount not to exceed \$22,352.45. (Public Work Director)
16. CURRENT BUSINESS:
 - a. (*) Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehler or Sgt. Don Pleiss. (City Clerk)
 - b. Approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$2,468,000.00 plus accrued interest, to offset TIF eligible expenses, for Mercury Property Management, Inc. Olde Towne Redevelopment Project located on Lots 1 and 3, Civic Center Plaza Replat One. (City Clerk)
 - c. Approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up

to \$4,028,917.00 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Park Addition Redevelopment Project located on Lot 1, College Park Apartments Addition as of October 18, 2022 and rescind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property. (City Clerk)

d. Approve and authorize Mayor to sign the Professional Engineering Services Agreement with RJN for 2023 flow monitoring planning, in an amount not to exceed \$20,000.00. (Public Works Director/Wastewater Operations Manager)

e. Approve and authorize the Mayor to sign Amendment No. 2 to the original agreement with RJN Group, Inc. increasing the agreement amount for the Whitted Creek Sanitary Basin Modeling Project, in an amount not to exceed \$7,000.00. (Public Works Director/Wastewater Operations Manager)

f. Approve and authorize the Mayor to sign agreement with RJN Group, Inc. for the city's 2023 GIS Gap Analysis project, in an amount not to exceed \$27,500.00. (Public Works Director/Wastewater Operations Manager)

g. Approve and authorize the Mayor to sign the proposal for 2023 Professional On-Call Engineering, Field and GIS Services, in an amount not to exceed \$10,000.00. (Public Works Director/Wastewater Operations Manager)

h. Approve and authorize the Mayor to sign the Franchise Agreement with ALLO Bellevue, LLC to provide services, facilities and equipment to meet future cable-related needs. (Public Works Director)

i. Approve and authorize the Mayor to sign the agreement with Jacobs Engineering Group Inc. for Storm Drainage Projects, in an amount not to exceed \$10,484.00. (Public Works Director)

j. Approve the Temporary and Permanent Easements and Right-of-Way Agreement with the City of Omaha in order to effectuate the easement/land swap deal (Parcel No. 010565353, Hastings Banner Park). (Public Works Director)

k. Recommend approval of Temporary and Permanent Easements and Right-of-Way Agreement with City of Omaha in order to effectuate the easement/land swap deal (Parcel No. 011220643, Hastings Banner Park). (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Report is given at the first Council Meeting each month - October report will be attached to the November 1st Council Packet.)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, October 4, 2022, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 4th of October 2022, at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Also present were City Administrator Jim Ristow, City Attorney Bree Robbins, and Assistant City Attorney Annie Mathews.

Notice of this meeting was given in advance thereof by publication in the Gretna/Sarpy Guide and News and posted in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. 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 Hike led the Pledge of Allegiance. Pastor Michael Lusk, Senior Pastor, First Baptist Church, 112 E. 23rd Avenue gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of September 20, 2022 City Council Minutes; Approval of September 23, 2022 Special City Council Minutes; Approval of Claims; and request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4108: Request to amend Section 5.23, City of Bellevue Zoning Ordinance, regarding permitted uses in the BGM (Metropolitan General Business) zoning district regarding multi-family residential density. Applicant: Alex Perry. (Planning Manager)

Ordinance No. 4108: An ordinance to amend Section 5.23, Ordinance No. 4104, Bellevue Zoning Ordinance, relating to allowable multi-family residential density in the BGM (Metropolitan General Business District) Zoning District; to repeal since such sections as heretofore existing; to provide an effective date of the ordinance was read for the third and final time.

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4108.

Councilwoman Welch clarified if a developer plans to make changes in a Redevelopment Plan, would they come back through City Council. Mrs. Tammi Palm, Planning Manager, explained yes, in a TIF situation. She advised this request is regarding a change to the text amendment which applies to the entire BGM Corridor. She advised anyone would need to come through the City Council in a TIF Redevelopment Plan is amended. Mrs. Palm explained if this text amendment is approved, it would allow anyone to build in the BGM zoning district to this density, if the infrastructure is there.

Councilwoman Welch questioned if this text amendment was brought forward because Omaha and surrounding cities are already doing. Mrs. Palm explained this text amendment request was brought forward by a private applicant. Upon doing research, Mrs. Palm advised Omaha allows as dense as 500 square feet of lot area per dwelling unit. Neighboring jurisdictions are around 1,200 to 1,500 square feet. This is not as dense as Papillion, LaVista, or Sarpy County allow. Councilwoman Welch commented by doing this, it makes the area developer friendly.

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Councilman Burns requested clarification on the area this amendment will affect. Mrs. Palm stated the BGM corridor is unique to Olde Towne. Roughly it is from Lincoln Road on the west side, all the way down the corridor to roughly Hancock Street on the east side. Roughly a block north, block south, goes along Franklin Street to the north up to Washington Park.

Councilman Burns requested an explanation when this would kick in. Mrs. Palm explained there needs to be 10,000 square feet of lot area for the first four units. She stated this means if you're in the BGM zoning district, you only have 10,000 square feet of lot area, you could not do more than four dwelling units. This amendment does not change that. Outside of the first 10,000 square feet, this amendment would allow you to build to a density of 600 square feet of lot area per dwelling unit. For the lot area, above and beyond the 10,000 square feet, you would be able to do an additional dwelling unit for each additional 600 square feet you have. Councilman Burns inquired how does this apply if you are building up. Mrs. Palm explained still applies to the lot area. This does not impact height or how tall a building can be, it simply impacts the density.

Councilman Burns clarified if a specific project were in the works, they would need to come back to the City Council if this is approved and applies to the project. Mrs. Palm replied correct. Discussion followed.

Councilman Burns asked Mrs. Palm, in her professional opinion, what the upsides and downsides are. Mrs. Palm stated in the research she has done; she doesn't think Bellevue should allow to build as dense as Omaha does. She stated she thinks it is fair, to allow more density, than Sarpy County or Papillion. She stated she is okay with the density, based on the provision which states you can go to the density, provided all infrastructure is available, as determined by staff. You cannot have the density if the infrastructure is not there. Discussion followed.

Councilman Burns questioned if the justification for this request is based on the project specifically on West Mission Avenue. Mr. Jim Ristow, City Administrator, commented this is not solely for this project. This will be for future developments as well if the infrastructure is there.

Motion was made by Burns, seconded by Welch, to open Item 11a. for public hearing.

Mayor Hike commented this item was discussed at length at the last meeting. This request is not for one specific project but for the entire corridor. This is to develop the downtown area into a denser project. People want lower taxes, so you need to put more investment per acre on ground. This is what helps the mill levy.

Councilwoman Welch this makes the area more development friendly.

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

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

Councilman Burns requested a description of the layout of the project on West Mission Avenue.

Mr. Jeff Gehring, 4222 Davenport Street, Omaha, explained this will add additional density to the main floor to the north side and split it 40 percent. Leaving 12,000 square feet. Then you would have six to eight one-bedroom apartments in the back that would have access to back. Smaller units in the front can be split up for retailers. Conversation ensued.

Councilman Burns questioned if this does not work out, will the entire project become an apartment complex. Mr. Jeff Gehring replied that will not happen. Conversation ensued.

Councilman Cook commented Bellevue needs to get feet on the sidewalks and into businesses. This has been a long process and properties have sent vacant for a while. He believes this development is what the city needs. He wished Mr. Gehring 100% success.

Mr. Carl Hanson, 502 Kountze Memorial Drive, has concerns with a perception of a conflict of interest. He stated some of the council members are real estate developers and questions if this is a conflict of interest.

Mayor Hike commented he has zero interest in the project and has no monetary investment.

Councilwoman Welch concurred with Mayor Hike's statement.

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

Councilman Preister stated the issues is the density. Density is a matter of opinion. Omaha is trying to get more and more dense and get more people in smaller areas. He said the younger people prefer this type of development. He stated this provides an opportunity to develop a place that has been challenging for a long time.

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4108. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns; absent: none. Motion carried.

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Ordinance No. 4109: Request to rezone Lot 1, Roca De Salvacion Addition, being a replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with half of vacated 37th Street adjacent thereto, from BG and RS-72 to RS72 for the purpose of a church. Applicant: Fortino Ramirez. General Location: 8806 S. 36th Street. (Planning Manager)

Ordinance No. 4109: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 8806 South 36th Street, more particularly described in Section 1 of the ordinance and to provide and effective date was read for the third and final time.

Motion was made by Cook, seconded by Welch, to open Item 11b. for public hearing. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

Mr. Fortino Ramirez, 2858 Sprague Street, Omaha, advised he is the civil engineer on the project. He mentioned he would like to address issues discussed at the previous meeting. The first issue being the intent with the landscaping. He explained the landscaping will focus on two primary things. The first would be to beautify the frontage of Marie and 36th Street. The second one is to provide good solid screening to the neighbors to the north and to the west. The screening would help block of spillage of lighting. This intent is shown on the landscaping plan. The goal is to work with the neighbors to provide adequate screening. Mr. Ramirez addressed the question if there are church activities held on site. He stated there are currently no routine activities at the site. They are currently held at the North Omaha location. The concern of traffic was previously mentioned. With a church of this size, a traffic study was not required by the city departments. The traffic has "bursts" of traffic. It is opposite to peak traffic hours on Sundays. Mr. Ramirez addressed the issue if members are going to drive from North Omaha to Bellevue. He explained a majority of the members live in South Omaha or north Bellevue. Therefore, this location would be closer.

Mr. Otoniel Garcia, Pastor of Iglesia Pentecostes Roca De Salvacion, 8806 South 36th Street, was present for questions.

Mr. Ramirez explained the pastor for the church was present and he would be translating for him.

Mr. Ramirez asked Pastor Garcia what the benefits are the church brings to Bellevue. Mr. Ramirez translated Mr. Garcia's reply. Speaking on behalf of Mr. Garcia, Mr. Ramirez translated: The church offers more to the Hispanic Community. Twice a month the church offers a food bank for 150 families. Programs for the youth are provided, such as musical instruments. Inmates in jail are visited as well.

Mr. Ramirez asked Pastor Garcia what brings you to Bellevue and why this site. Mr. Ramirez translated Mr. Garcia's reply: The church was previously located in Midtown. The City of Omaha came to the church and offered to purchase it for a Redevelopment Project. In desperation they found what they could, which was a building in North Omaha. While there, the church built up their membership and outgrew it. They started looking for a property and found the location in Bellevue. This will create enough space for the members. A lot of the members come from the Bellevue area and South Omaha. This location will be closer.

Councilwoman Welch questioned if the other church will be closed. Mr. Ramirez replied it has been sold.

Councilwoman Welch requested clarification on there is no routine activities. Mr. Ramirez responded a routine church activity such as mass. Mr. Ramirez said there is not a routine activity. Councilwoman Welch questioned where the place of worship will be located then.

Ms. Bree Robbins, City Attorney, questioned if the location in Bellevue will have a church with service. Mr. Ramirez replied correct. She questioned if services will be held routinely on Sundays at the Bellevue site. Mr. Ramirez replied yes.

Councilman Preister mentioned he appreciates the lighting and landscape buffers being addressed regarding the neighbors' concerns. He questioned how this will be enforced since it is not addressed in the plan. Mrs. Palm advised Mr. Ramirez did provide an updated landscaping plan which will be the new Exhibit "B" in the Conditional Use Permit. The updated plan is what the Council would be approving tonight, should they vote to approve.

Councilman Preister questioned if there is a way to coordinate when church services are held to eliminate burst of traffic. Mr. Ramirez replied of course. Discussion followed.

Councilman Cook questioned if someone will be living on site at all times. Mr. Ramirez stated the Pastor and his wife will reside there.

Ms. Pat Kochenderfer, 3509 Faulk Avenue, thanked the City Council for reopening the item for public hearing. She has concerns with the church being tax exempt and number of churches currently in the area. She mentioned Code Enforcement had been to the property in the summer for abandoned cars, overgrown trees, and tree limbs. Five cars were towed from the property. She stated there were three box type utility trucks

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parked there and a vehicle that had been in an accident. She questioned will this be the new norm and a dumping ground for trash and trashed vehicles. She has concerns with increase in traffic, along with concerns of construction equipment entering and exiting the property. She asked for serious consideration of the concerns she addressed.

Mr. Dan Riha, 3707 Marie Street, mentioned he has been in contact with Mr. Ramirez and Pastor Garcia. He appreciates they are willing to work with him regarding the landscape screening and light spillage.

Councilman Cook requested Mrs. Palm address the issues of concerns mentioned. Mrs. Palm stated much of the property is currently zoned BG General Business. Allowed under the BG zoning would be a retail operation, a 24-hour convenient store, and any number of commercial or retail businesses. For reference she stated the 36th and Highway 370 area is the same zoning as this property. Any of those types of businesses could currently be developed on the property without City Council approval. In her opinion changing to the RS-72 zoning district is extremely beneficial to the neighborhood. It is extremely restrictive. Mrs. Palm addressed the issue of traffic. She stated although a church use is impactful on traffic, it is far less impactful than commercial use. The engineers felt a traffic study was not necessary for a more restrictive zoning. Regarding construction equipment, there would be impact and disruption. She assumes Mr. Ramirez would work with the neighbors.

Mr. Ramirez advised there will be a grading permit which requires weekly inspections. The intent is to keep the construction on site. He stated the box trucks on the property are for the food bank.

Ms. Kochenderfer questioned how many services will be held on Sunday and are there services during the week. Mr. Ramirez advised food banks are on Wednesdays 3 p.m. to 5 p.m., Saturdays there are meetings of church groups, and Sunday mass is from 7 p.m. to 9 p.m. Sunday mornings there are smaller gatherings. Conversation ensued.

Councilman Preister questioned what the small house on the property will be used for. Mr. Ramirez stated it is owned by the church and used for an emergency home for those who need a place to stay. Councilman Preister questioned if the barn will continue to be rented out. Mr. Ramirez stated it will only be used for church activities. It will not be rented out as a side business.

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

Motion was made by Cook, seconded by McCaw, to approve Ordinance No. 4109.

Councilman Preister addressed the neighbors stating they have listened to their concerns. He advised this could be much worse, explaining a convenient store could be built under the current zone. He stated this is a much more restrictive use of the property.

Mayor Hike questioned what the requirements are for tax exemption on churches. Mrs. Palm replied she is not familiar with the requirements as those are done through the County Assessor's office.

Mayor Hike advised the City Council both these items were held for public hearing at the last meeting. He reminded the City Council the third readings are for voting and second reading for public hearing. It is bad practice to keep reopening public hearings.

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

Request for a conditional use permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church. Applicant: Fortino Ramirez. General Location: 8806 S 36th Street. (Planning Manager)

Motion was made by Casey, seconded by McCaw, to approve request for a conditional use permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church. Applicant: Fortino Ramirez. General Location: 8806 S 36th Street. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING (Second Reading): NONE

ORDINANCES FOR INTRODUCTION: (First Reading)

Ordinance No. 4110: Updated Compensation Ordinance to reflect change in pay range for employees that are unclassified, and employees covered by Bellevue Professional Firefighters Association. (HR Director)

Ordinance No. 4110: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges and compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4097; and providing for an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on October 18, 2022.

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PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS: NONE

CURRENT BUSINESS:

Approve and authorize the Mayor to sign an Interlocal Agreement with the Papio Missouri River NRD for the bank stabilization of Whitted Creek and to provide for the rehabilitation to the stream, including the implementation of flood benches, bed slope protection, low-flow channel, and stabilization of the banks, as proposed, in an amount not to exceed \$2,010,000.00. (Public Works Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign an Interlocal Agreement with the Papio Missouri River NRD for the bank stabilization of Whitted Creek and to provide for the rehabilitation to the stream, including the implementation of flood benches, bed slope protection, low-flow channel, and stabilization of the banks, as proposed, in an amount not to exceed \$2,010,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign an Interlocal Agreement with the Papio Missouri River NRD for the bank stabilization of Quail Creek and to provide for the rehabilitation to the stream, including the implementation of flood benches, bed slope protection, low-flow channel, and stabilization of the banks, as proposed, in an amount not to exceed \$1,958,000.00. (Public Works Director)

Motion was made by McCaw, seconded by Welch, to approve and authorize the Mayor to sign an Interlocal Agreement with the Papio Missouri River NRD for the bank stabilization of Quail Creek and to provide for the rehabilitation to the stream, including the implementation of flood benches, bed slope protection, low-flow channel, and stabilization of the banks, as proposed, in an amount not to exceed \$1,958,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917.00 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Park Addition Redevelopment Project located on Lot 1, College Park Apartment s Addition. (City Clerk)

Motion was made by Welch, seconded by Casey, to approve the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917.00 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Park Addition Redevelopment Project located on Lot 1, College Park Apartment s Addition.

Councilman Cook confirmed this was approved July 19th by City Council, however, was brought back tonight for an updated developer name change. Mrs. Palm replied correct.

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

Approve and authorize Mayor to sign the new Service Agreement For Space with Eastern Nebraska Community Action Partnership (ENCAP) to utilize the buildings at 1908 and 1912 Hancock St. for a two-year term ending October 1, 2024. (Human Services)

Motion was made by Cook, seconded by Burns, to approve and authorize Mayor to sign the new Service Agreement for Space with Eastern Nebraska Community Action Partnership (ENCAP) to utilize the buildings at 1908 and 1912 Hancock St. for a two-year term ending October 1, 2024. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) for the term October 1, 2021 through September 30, 2025. (HR Director)

Motion was made by Burns, seconded by Casey, to approve and authorize Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) for the term October 1, 2021 through September 30, 2025. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly Report is given at the first Council Meeting of each month - September report is attached to the Council Packet.)

Councilman Burns questioned if he could address indigenous plants since the citizen is in the audience. Ms. Robbins questioned if it was addressed in the administrative reports. Ms. Robbins commented if it is not address specifically in the reports it would need to be addressed at a different

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time.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Cook, seconded by Welch, the meeting was adjourned at 7:14 p.m. Roll call vote on motion to adjourn was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on October 4, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk



City of Bellevue, Nebraska

September 13, 2022, Tree Board minutes

Attendance: Joanne Langabee, Don Preister, Tom Mruz, Nancy Scott, and Deborah Woracek were attending in person. Scott Evans, Craig Kimball, and Jim Shada were excused.

Jo reminded all to turn their volunteered time and mileage to Deborah.

Approve Minutes of August 9, 2022 meeting: _ Jo asked if there were any corrections to the previous month's meeting minutes. Nancy Scott made a motion that we approve the minutes for the August meeting with Tom Mruz saying he seconded. All voted to approve them. **Deborah will submit them to the City Clerk for filing in the records.**

Parks Report: Jim had not communicated any report to Jo. She had talked to Jim and to Mark about the Tree Plotter software she uses for the inventory. They are waiting for grants to help cover the cost of the program. Don reported the City Workers are aware of the zoo picking up any cut branches or trees taken down.

Old Business

Articles for Bellevue 411 and our social media: Scott is working on an article about fall watering and its importance with our drought conditions. Jo still thinks we need to have one of the overall benefits from planting and having trees. Nancy suggested the Board should set up (with other community support) to have an educational festival or 'tree day' other than Arbor Day to showcase trees and their qualities. Jo walked her neighborhood and trees are not being replaced after they are cut down. Deborah suggested direct contact with Fred Uhe or Garret Sims to publicize the problem. After further discussion, this was tabled for now for later consideration.

Tree City USA Celebration 2022: Tree City USA will not be a zoom conference this year but will be held in Norfolk, NE for the eastern part of the state on Sept.23. Jo cannot attend. She invited the other members to attend if possible. Nancy said she might be able to go.

Winter Projects: A possible Tree Festival with discounted or free trees will be discussed with a possible Fall 2023 timeline. Don will check on getting a grant with Alan for the trees. Jo and Nancy both pointed out that we can work on a list for reasons to replant or replace trees during the upcoming winter. Jo would like us to send her any lists of reason why to replace/plant trees. Tom would like to clear the fence line, of seeded trees, at Bellevue West High School. Jo will help him do this.

Workdays in parks: We need to mulch in Banner Park. We also will need to plant the 10 trees that we are getting from the Nebraska Forest Service grant. Don pointed out that we need about 3 weeks to line up volunteers to help with both projects. The trees need to be planted by the end of October. We tentatively set Oct. 8 or Oct. 15 to plant trees at Baldwin and Thompson Parks. It was decided the time would be at 1pm because of dew on the ground. **Jo will talk to Jim (or Karen in the office) to avoid a dog training day.** These events will depend on the delivery time for the trees. If weather or delivery delays cause us to not do it on either of those days, we set the 22 or 29th of Oct. with November 12 or 19th as possible rain dates.

New Business

Candidates for Board members. Don reminded the Board that we need to replace Holly's opening and possibly Craig Kimball's. He said our terms go from May to May. Tom asked about possibly asking Dave A. if he would like to return to the Board. All agreed this would be nice. Jo will check with the couple that own a tree service business. They both helped us with the Earth Day events and did show interest at that time in joining the Board.

Election of Officers: This was tabled as Don thinks we elected last year for two years. **Deborah would check old minutes to see if we elected the last Officers for one or two years.**

Tree plantings, when and where: We need to plant the trees from the Nebraska Forest Service grant. See discussion under Workdays in the Parks for details.

Tree inventory updates: Jo reported that the tree inventory is complete at this point. She will finish it with the Tree Plotter program.

Monthly timeline with duties: This was tabled until the next meeting.

Next meeting will be Oct. 11, 2022.

Tentative Agenda for October 11, 2022

Attendance
Volunteer Hours
Approve Minutes of Sept. 12, 2022 meeting
Park Report – Jim
Old Business

Bellevue 411 – articles

Winter Projects

List of reasons to plant or replace trees

BWHS tree line clearing

New Business

Candidates for Board members

Election of Officers

Tree plantings, when and where—Jim/Doug

Tree inventory

Monthly timeline with duties

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*6.
10/18/2022

CLAIMS FOR OCTOBER 18, 2022

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MAYOR

CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	13.15
		<u>\$ 13.15</u>

CITY ADMINISTRATOR

EDREAMS	CPS-CAR RENTAL	239.09
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	4,641.90
BELLEVUE COMMUNITY FOUNDATION	BCF FUNDRAISER 2022	1,000.00
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	25.45
		<u>\$ 5,906.44</u>

LEGAL

EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	2,362.64
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	25.88
DROP BOX	CPS-CASE MANAGEMENT	19.99
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	180.00
NEBRASKA.GOV	CPS-CASE SEARCHES	60.00
QUINN'S QUALITY REPORTING, LTD	DEPOSITION-MAIN ST VS COB	222.00
UNITED STATES POSTAL SERVICE	CPS-MAILING	15.70
		<u>\$ 2,886.21</u>

CABLE ADVISORY

B & H PHOTO-VIDEO	CPS-CREDIT-CABLE	(12.14)
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	8.77
COX BUSINESS SERVICES	2022/09/19-10/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	3,857.20
		<u>\$ 3,862.87</u>

CITY CLERK

CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	13.15
AMERICAN LEGAL PUBLISHING CORP	INTERNET SUPPLEMENT PAGES	120.90
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/08/26-2022/09/25	92.77
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	1,934.63
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	330.00
NEBRASKA MUNICIPAL CLERKS ASSN	MEMBERSHIP DUES 2023-S HARBIN, KLUTHE	300.00
		<u>\$ 2,791.45</u>

FINANCE/RISK MANAGEMENT

KANSAS PRIMA	CPS-TRAINING-JENNINGS	100.00
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	63.73
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	4,973.23
INFOSAFE SHREDDING	ON-SITE SHREDDING	90.00
MENARDS	CO ALARMS	149.94
RED WING BUSINESS ADVANTAGE	SAFETY BOOTS-5 EMP	872.37
UNIVERSITY OF NEBRASKA-OMAHA	CPS-REGISTRATION-HORTON, SEVERSON	200.00
		<u>\$ 6,449.27</u>

MINUTE RECORD

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LIBRARY

AFFORDABLE LIBRARY	CPS-DVD CASES	491.90
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/8/31-2022/9/29	212.23
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	128.55
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	43.84
CHOOSECO LLC	CPS-BOOKS	140.19
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	107.39
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	6,448.46
ENVISIONWARE, INC	RENEWAL SOFTWARE 2022/10/01-2023/09/30	624.75
INGRAM LIBRARY SERVICES	BOOKS	4,417.45
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2022/8/31-2022/9/30	16.34
MIDWEST TAPE	VIDEO	12.74
NEBRASKA LIBRARY ASSOCIATION	CONFERENCE REGISTRATION	90.00
OCLC INC	ANNUAL CATALOGING SUBSCRIPTION 2022/10/01-2023/09/30	17,302.75
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	2,106.31
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	250.00
SENSOURCE	ANNUAL HOSTING FEE 2022/12/31-2023/12/31	198.00
VERIZON WIRELESS	2022/08/17-09/16 MONTHLY SERVICE	400.10
		\$ 32,991.00

ADMINISTRATIVE SERVICES/PERSONNEL

CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	61.27
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	12,640.49
INFOSAFE SHREDDING	ON-SITE SHREDDING	180.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	98.95
ONE SOURCE	BACKGROUND CHECKS 2022/09/01-2022/10/01	71.60
TRAVELERS	AUTO LIABILITY CLAIM - 2C411680-810 7677BA083	2,642.32
		\$ 15,694.63

CODE ENFORCEMENT

CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	25.77
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	9,855.75
		\$ 9,881.52

PUBLIC WORKS

AMERICAN PUBLIC WORKS ASSOCIATION	CPS-AD FOR PW POSITION	375.00
AMERICAN PUBLIC WORKS ASSOCIATION	DEPARTMENT MEMBERSHIP 2022/11/01- 2023/10/31	1,110.00
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	52.61
DELL MARKETING L.P.	PRECISION TOWER COMPUTERS	3,316.32
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	5,363.82
HI-VIZ SAFETY WEAR, LLC	CPS-T-SHIRTS, HOODIES	788.90
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	120.77
NEBRASKA SOCIETY OF PROFESSIONAL ENGINEERS	JOB POSTING AD	150.00
ONE CALL CONCEPTS	DIGGERS HOTLINE-SEP 2022	1,043.78
WALGREENS	CPS-FRAMES	92.96
		\$ 12,414.16

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PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING (3X)	3,199.20
A-RELIEF SERVICES	PORTABLE RESTROOM-CHURCH, CEMETERY	356.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/08/18-2022/09/17	11.70
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	39.46
CHICK-FIL-A	CPS-MEALS	98.95
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	214.78
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	8,089.18
GEARHART CONSTRUCTION & PLUMBING	INSTALL FIRE HYDRANT-AHP	5,491.76
GRAINGER	CORDLESS GRINDER	249.00
HDR ENGINEERING, INC	BPW-211123 WW COLLECTION SYSTEM 2022/08/28-2022/09/24	6,485.06
J & J SMALL ENGINE SERVICE	CUTQUICK SAW	960.00
MY PLACE HOTEL	CPS-LODGING FOR TRAINING-BLACKBURN	229.24
OMAHA PUBLIC POWER DISTRICT	2022/07/29-08/31 MONTHLY SERVICE	4,424.19
READY MIXED CONCRETE COMPANY	CONCRETE	4,587.74
USACE FINANCE CENTER	BPW-211123 HAWORTH PARK WASTEWATER COLLECTION SYSTEM	22,225.00
WESTLAKE ACE HARDWARE	SPRAY PAINT, CUSHION GRIP	79.94
		<u>79.94</u>
		\$ 56,741.20

RECREATION

COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	88.39
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	55.39
DICK'S CLOTHING AND SPORTING GOODS	CPS-CREDIT ON EQUIPMENT	-43.07
DILLONS CUSTOMER CHARGES	CPS-CONCESSION SUPPLIES	7.14
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	2,109.96
OMAHA PUBLIC POWER DISTRICT	2022/08/19-09/21 MONTHLY SERVICE	390.35
WESTLAKE ACE HARDWARE	GLOVES	15.99
		<u>15.99</u>
		\$ 2,624.15

BUILDING MAINTENANCE

CARPENTER PAPER CO	JANITORIAL SUPPLIES	734.97
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	4.38
CIACCIO ROOFING CORPORATION	FLAT ROOF REPAIR-DIST 1	10,636.00
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	11,368.40
IDEAL PURE WATER COMPANY	BOTTLED WATER	35.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	88.16
MENARDS	MARINE OIL, PLUMBING SUPPLIES, PLANTS	125.66
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	1,887.97
OVERHEAD DOOR COMPANY	ADJUSTED COUPLER ON DOOR	230.00
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	1,692.84
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	512.06
TOTAL BACKFLOW	TRAINING-ZIMMER	850.00
VOSS LIGHTING	JANITORIAL SUPPLIES	334.49
WESTLAKE ACE HARDWARE	STUMP KILLER, WEED KLIERS, SPRAY PAINT, FLOOR GLUE	106.80
		<u>106.80</u>
		\$ 28,606.73

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CEMETERY

CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	4.38
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	83.39
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	3,435.22
OMAHA PUBLIC POWER DISTRICT	2022/08/19-09/21 MONTHLY SERVICE	136.16
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOOR, BRICK	105.00
		<hr/>
		\$ 3,764.15

STREETS

AMERICAN PUBLIC WORKS ASSOCIATION	CPS-TRAINING-RIGGS	75.00
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD DESIGN 2022/08/29- 2022/09/25	6,156.00
AVERY RENTS	PROPANE	59.86
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	39.46
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	274.17
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	34,174.30
JEO CONSULTING GROUP, INC	BPW-220106 GILMORE LAKE RD IMP THRU 2022/09/23	13,774.50
MARTIN ASPHALT	BULK OIL	364.00
MENARDS	SUPPLIES, TOGGLE BALLS	17.24
METRO LEASING	8748- LEASE-2022/06/25 INT'L TRUCKS (6)	26,953.86
MID-AMERICAN SIGNAL	2070-2E MODULES	5,316.00
MIDWEST FENCE COMPANY	MOBILIZATION, REMOVE GUARDRAIL	5,937.50
OMAHA PUBLIC POWER DISTRICT	2022/08/29-09/29 STREET MONTHLY SERVICE	81,593.92
OMAHA PUBLIC POWER DISTRICT	2022/07/29-08/31 MONT-HLY SERVICE	12,957.13
OMNI	ASPHALT	1,929.05
PRECISE MRM LLC	FLAT DATA PLAN	1,275.00
READY MIXED CONCRETE COMPANY	CONCRETE	2,030.42
RICHARD D GAMMELL	REIMB MILEAGE FOR TRAINING	292.25
SHERWIN WILLIAMS CO	5GAL STRAINER	53.80
WESTLAKE ACE HARDWARE	TORCH KIT	59.99
		<hr/>
		\$ 193,333.45

FLEET MAINTENANCE

AMERICAN PUBLIC WORKS ASSOCIATION	CPS-TRAINING-MEISINGR, ALBACK, DERLICHARZ	225.00
A&L HYDRAULICS, INC	REBUILD MOTOR	465.77
ALLIED OIL & SUPPLY COMPANY	OIL, GREASE	530.33
AUTO VALUE PARTS - SOUTH OMAHA	CLEANER, FILTERS, V-BELTS, PARTS	275.79
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	18.59
BAXTER FORD	BOLTS, SEPARATOR, GASKETS	366.92
CAPE TRUCK TOPPER	FLOOR MATS	342.00
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	30.69
CORNHUSKER INTERNATIONAL TRUCKS	INJECTOR, HOUSING LIGHT, SWITCHES, FITTINGS, CLAMPS, SENSOR	1,956.45
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	107.39
DANKO EMERGENCY EQUIPMENT	FIELD SERVICE KITS	923.82
DULTMEIER SALES LLC	NYLON ELBOW, HOSE ASSEMBLY	70.80
EASTWOOD	CPS-PARTS	397.18
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	20,705.86
HEMPEL SHEET METAL WORKS, INC	SQ ALUMINUM	36.00

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FLEET MAINTENANCE (cont'd)

INLAND TRUCK PARTS CO	AIR VALVE	413.35
INTERSTATE BATTERIES	BATTERIES	1,120.02
ISNARDO SALGADO	REIMB CERTIFICATION EXAMS	368.00
JACKS UNIFORMS & EQUIPMENT	CODE 3 FLASHER	155.34
JIM HAWK TRUCK TRAILERS	FLAP	69.84
KRIHA FLUID POWER CO	FITTINGS	51.38
LAURSEN ASPHALT REPAIR EQUIPMENT SALES LLC	WATER TANK VALVE	85.69
LOGAN CONTRACTORS SUPPLY	TANK RETURN HOSE	44.61
McMULLEN FORD	GASKET	5.30
MENARDS	LUMBER, CHAIN, HOSE MENDER, TANK SPRAYER	79.29
MEYER LABORATORY INC	CASE OF HAND CLEANER	96.00
NAPA AUTO PARTS	FILTERS	78.82
NEBRASKA IOWA INDUSTRIAL FASTENERS	BRUTE DRILL BITS, GROMMETS, TERMINALS	261.94
NORTH CENTRAL EMERGENCY VEHICLES	HEIGHT SENSOR	251.30
OMAHA PUBLIC POWER DISTRICT	2022/08/22-09/22 MONTHLY SERVICE	1,081.78
PETTY CASH - FINANCE	S KLUTHE - VEHICLE REGISTRATIONS	16.00
POWERPLAN	INSTALL PAYLOAD, BRACKET	285.35
QUALITY TIRE, INC	TURF MASTER TIRES	240.00
ROSE EQUIPMENT	RELIEF VALVE, PUMP GASKET	167.48
STEPHEN KWASNIEWSKI	REIMB FOR CDL LICENSE	64.00
TOYNE, INC	BELLOWS, EXHAUST GASKET, CLAMP, AUTO CHARGE DISPLAY	739.99
TRUCK CENTER COMPANIES-OMAHA	BRACKET	10.51
TURFWERKS	WHEEL BOLTS	58.13
UPS STORE	FREIGHT TO SEND BACK WRONG PARTS	76.12
WALKERS UNIFORM RENTAL	UNIFORM SERVICE, FENDER COVERS	328.88
WESTLAKE ACE HARDWARE	CHAINS	19.12
		\$ 32,620.83

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	510.00
		\$ 510.00

PLANNING

CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	13.15
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2202/08/18-2202/09/17	59.36
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	2,681.91
HANNA-KEELAN ASSOCIATES, PC	FEE FOR SERVICES-AFF HSG ACTION PLAN 1383	9,500.00
		\$ 12,254.42

PERMITS & INSPECTIONS

CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	21.92
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	11,308.45
J P COOKE COMPANY	CUSTOM STAMPS	111.40
		\$ 11,441.77

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POLICE

ARCHIVE SOCIAL	SOCIAL MEDIA SUBSCRIPTION 2022/10/01-2023/09/30	5,988.00
AUTO BODY AUTHORITY	TOW CHARGE	80.00
AVERY LOSCHEN	RENT FOR K9 BUILDING-NOV 2022	1,248.00
BELLEVUE PRINTING COMPANY	FIELD INTERVIEW CARDS	525.00
BENEFIT PLANS	POLICE PENSION PLAN- OCT 2022 MD, JG, MG	8,817.56
CANDLEWOOD SUITES - NE	CPS-LODGING FOR TRAINING-HAVERTY, MEYER	576.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/8/17-2022/9/16-CMD	265.81
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	375.68
CNA SURETY	CPS-NOTARY BOND	40.00
COMPLETE TACTICAL CONSULTANTS	CPS-TRAINING-BAILEY	295.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT PSYCH EVAL	1,925.00
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	184.99
CULLIGAN OF OMAHA	BOTTLED WATER 2022/10/01-2022/10/31	360.80
DELTA AIR LINES	CPS-AIR FARE FOR TRAINING-ESTEP	588.60
DILLON BROTHERS H-D BUELL	TIRES, REPLACE CLUTCHES, TRIM SKIRTS, PARTS, LEVER ASSEMBLY	3,178.83
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	141,404.24
FBI-NEB CHAPTER	LUNCH WHILE TRAINING-DARGY, MELVIN	34.00
FEDERAL EXPRESS CORPORATION	FREIGHT CHARGES	28.32
GRAND HYATT - SAN ANTONIO	LODGING FOR TRAINING-BRAZDA, BRAZDA	1,346.22
GRAPHIC DESIGNS INTERNATIONAL, LLC	2021 FORD MUSTANG GRAPHIC KIT	637.23
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, BALLISTIC VEST, SEW PATCHES, EMBOIDER	3,293.33
INFOSAFE SHREDDING	ON-SITE SHREDDING	150.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	88.00
JOE MILOS	REIMB TRAINING EXPENSES	568.54
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	309.87
MENARDS	LUMBER	91.12
MICHAEL TREINEN	REIMB FOR FLASHLIGHT	160.49
NU CPS REGISTRATION	CPS-TRAINING-GRUBB, LAMPMAN	700.00
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	37.48
PAT MCCARTHY PRODS-STREET CRIMES	CPS-TRAINING-JENSEN	450.00
PETTY CASH - FINANCE	LARRY LAMPMAN - A TO A PARADE VOLUNTEER REFRESHMENTS	51.35
PETTY CASH - FINANCE	S KLUTHE - VEHICLE REGISTRATIONS	15.00
SOUTHWEST AIRLINES	AIR FARE FOR TRAINING-ESTEP, RICHEY	1,068.95
SUNSET LAW ENFORCEMENT, LTD	AMMO FOR TRAINING	36,503.08
TIMOTHY J HRBEK	OCT 2022 ANNUAL SETTLEMENT THRU OCT 2030	15,528.00
TWIN CREEK ANIMAL HOSPITAL	VET VISITS	432.61
U.S. CELLULAR	2022/09/09-10/08 MONTHLY SERVICE	88.56
UOFL SPI - KY	CPS-TRAINING-ALBRECHT, ANDHAL	2,750.00
VISTA PRINT	CPS-BUSINESS CARDS	37.79
		\$ 230,223.45

FIRE & RESCUE

CAKE SPECIALISTS	CPS-CAKES FOR CEREMONY	405.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	11,617.68
CENTURY LINK	2022/09/22-10/21 MONTHLY SERVICE	111.75
CONNOR MCDONNELL	REIMB FOR PARAMEDIC EXPENSES	262.95
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	576.95

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FIRE & RESCUE (cont'd)

CREIGHTON UNIVERSITY	2ND HALS PARAMEDIC COURSE-MCDONNELL, OBRIEN, SPENCER	12,900.00
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	NOZZLE REPAIR	162.00
EMPLOYEE BENEFIT SYSTEMS	HEALTH INSURANCE-OCT 2022	89,777.30
GREAT PLAINS UNIFORMS	UINIFORMS, ALTERATIONS	341.00
HORWATH LAUNDRY EQUIPMENT	SERVICE CALL ON WASHER-DIST 2	317.93
INTERSTATE POWER SYSTEMS, INC	2022 ANNUAL SERVICE	963.52
MENARDS	SUPPLIES, LUMBER, ALCOHOL SWABS, SPLITBOLTS, CONTACT CLEANER	160.77
NEBRASKA FURNITURE MART	DISHWASHER-DIST 2	813.00
OMAHA PUBLIC POWER DISTRICT	2022/07/29-08/31 MONTHLY SERVICE	7,649.71
PELICAN PRODUCTS, INC	CPS-SUPPLIES	21.40
RESERVATIONS - HERSHEY'S, PA	CPS-LODGING-GRAY	212.01
SEAN BREATHNACH	REIMB FOR SERVICE	772.49
U.S. CELLULAR	2022/09/09-10/08 MONTHLY SERVICE	8.32
WALMART COMMUNITY	CPS-FOAM, SUPPLIES	139.85
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	1,130.20
		\$ 128,351.78

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	CDBG EXPENSES-JUL, AUG, SEP 2022	1,219.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-NOV 2022	17,060.00
CENTURY LINK	2022/08/20-09/19 MONTHLY SERVICE	305.93
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	638.37
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
JUSTIN THOMS	FALL HARVESTING-CUNNINGHAM FARM, CAPEHART FARM	6,814.76
KISSEL, KOHOUT, ES ASSOCIATES, LLC	LEGISLATIVE SERVICES 2022/10/01-2023/09/30	10,192.19
METRO AREA TRANSIT	MAT 2022-7 1987 MILES	6,270.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
TASC - TOTAL ADMINISTRATIVE SERVICES CORP	2022/10/01-2022/12/31 TASC FSA-ADMN FEES	1,517.28
		\$ 44,159.65

INFORMATION TECHNOLOGY

AMAZON WEB SERVICES, INC	WEB SERVICE FOR POLICE	417.23
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	-205.24
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
KASEYA US, LLC	OFFICE 365 BACKUP FOR IT	2,609.91
TESSCO	DOCKING STATIONS	961.70
TJ CABLE	SEPTEMBER LOCATES	200.00
		\$ 4,053.55

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2206 LONGO DR - NEW LIBRARY

COX BUSINESS SERVICES	001 7210 034712401 8/27-9/26	115.30
HEIMES CORPORATION	REPAIR 2 LEAKS, REPLACE MEN'S TOILET	1,254.00
METROPOLITAN UTILITIES DIST	11000543887 8/6-9/2	1,188.69
OMAHA PUBLIC POWER DISTRICT	OPPD 0681154393 7/21 - 8/22	8,879.92
PAPILLION SANITATION	3050-30251111 9/1-9/30	286.34
REGAL FACILITY MANAGEMENT	JANITORIAL MONTHLY SERVICE	4,205.10
SELDIN MANAGEMENT CO	HVAC PROGRAMMING, LOCATE SCHED ON BMS SYSTEM	116.75
SELDIN MANAGEMENT CO	JUN, JUL & AUG PAYSCAN & QTRLY CHECKSCAN & POSTAGE	90.68
SELDIN MANAGEMENT CO	LEAK FROM TOILET, REPLACE RESTROOM BULBS	310.30
SELDIN MANAGEMENT CO	MANAGEMENT FEES	1,450.00
SELDIN MANAGEMENT CO	REPLACE CEILING TILES, SCHED, CLEAN AFTER TOILET LEAK	1,866.53
STERICYCLE	STERI SAFE COMPLIANCE SOLUTIONS	164.04
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE	431.63
		\$ 20,359.28

WASTEWATER

EMPLOYEE BENEFIT SYSTEMS	HEALTH NSURANCE-OCT 2022	17,897.35
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/08/09-2022/09/08	33.77
CENTURY LINK	2022/08/25-09/21 MONTHLY SERVICE	740.31
COX BUSINESS SERVICES	2022/09/01 - 09/30 MONTHLY SERVICE	83.39
HOA SOLUTIONS, INC	CEDARVIEW LIFT STATION UPGRADE	36,142.00
HTM SALES, INC	START SWITCH, CHECK VALVE, RELAY	2,418.53
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	4,473.23
POSM SOFT LLC	POSM YEARLY SUPPORT 2022/06/01-2023/05/31	2,000.00
READY MIXED CONCRETE COMPANY	CONCRETE	436.23
UTILITY EQUIPMENT COMPANY	MARKING PAINT, CEMENT, PRIMER	1,997.64
WESTLAKE ACE HARDWARE	FAST CONCRETE, SUPPLIES	659.30
		\$ 66,881.75

ECONOMIC DEVELOPMENT LB840

JUSTIN THOMS	WHEAT PLANTING 34 & 75 FARM MAINTENANCE	8,800.00
		\$ 8,800.00

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2022/09/27 MONTHLY SERVICE	100.44
		\$ 100.44

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSES - SEP 2022	3,363.75
EASTERN NEB COMM ACTION PARTNER	FOOD DELIVERY	1,264.49
		\$ 4,628.24

TOTAL CLAIMS FOR OCTOBER 18, 2022 **\$ 942,345.54**

TOTAL PAYROLL FOR SEPTEMBER 30, 2022 **\$1,236,750.45**

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022	SUBMITTED BY: Doug Clark, Public Works Director		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input checked="" type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Fort Crook Road Regional award for design of the Fort Crook road redevelopment master plan. Presentation by Public works director.

SYNOPSIS/BACKGROUND:

[Empty box for synopsis/background]

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT TERM: _____ CONTRACT END DATE: _____

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRUBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

[Empty box for recommendation]

ATTACHMENTS:

- 1. Award
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. B. Rollins

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

American
Society of
Landscape
Architects

Award of Excellence

Category III - Planning &
Analysis

HDR

Omaha, Nebraska

in recognition
of outstanding
professional
achievement

presented by

project:

Fort Crook Road 2040



Zade Feagrus

President

September 15, 2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input checked="" type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Presentation from Dave Miller of ALLO Fiber

SYNOPSIS/BACKGROUND:

In light of the Cable Franchise Agreement with ALLO Fiber up for approval on this same agenda, Dave Miller, Director of Ethical Engagement for ALLO, would like to give a presentation to provide information about the company, its background, the cable and broadband services to be provided to the Bellevue Community following potential approval of the agreement, and to answer any questions City Council may have.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Amy Moethes

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]



***8a.**
10/18/2022

CITY OF BELLEVUE

OFFICE OF THE MAYOR

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

MEMORANDUM

TO: Council President Paul Cook & Council Members

FROM: Mayor Rusty Hike

DATE: October 11th, 2022

SUBJECT: Appointment to the Complete Streets Committee

Please consider the following for appointment to the Complete Street Committee he will serve the remaining term of Stephanie Hanson ending April 2025.

Stephen Langa-Ramos
2108 Lloyd Street
Bellevue, NE 68005
402-630-5757

Stephen J. Lange-Ramos

(402) 630-5757 – Stephen.Lange.Tech@gmail.com – <https://www.linkedin.com/in/stephen-lange-98047414b/>

2108 Lloyd St 68005

HIGHLIGHTS

- Over 5 years of analytical work experience alongside technical support teams and development teams
- Prior experience leading teams, workload prioritization, and assisting with setting key accountabilities & performance indicators
- Proven ability to manage projects and collaborate as an effective project team member
- Background in building business partner relationships across an organization

EDUCATION

Bellevue University

Bachelor's Degree in Science – Sustainability Management
Minor in Computer Information Systems (CIS)
Minor in Business Administration (BA)

Jan. 2020 - Nov. 2022 (Anticipated)
Completed
Completed

EXPERIENCE

Omaha Public Power District

Systems Analyst

Apr. 2019 – Present

Omaha, NE

- Provided subject matter expertise, configuration enhancements, and user support on the Customer Care & Billing (CC&B) system
- Implemented several successful process improvements for the bill and meter read schedules
- Accomplished a complete system and billing configuration of payment arrangements within the CC&B system
- Assisted in the recreation of the Distributed Energy Resource (DER) Interconnection process
- Configured, and continually iterated upon, the PowerClerk cloud SaaS solution for the DER Interconnection program
- Collaborated with the EIA report end-users and business intelligence to gather requirements and validate the report data
- Regularly supported the VisionDSM rebate system with process refinement, issue handling, and user support
- Continually improved the Outage Management System (OMS) and the Computer-Aided Dispatch (CAD) system through configuration activities and refinement sessions
- Facilitated meetings with various business partners to identify process gaps and define solutions
- Fostered team growth through knowledge-sharing sessions and by providing ad-hoc training events
- Created numerous reports for various business units, internally and externally, that accurately met their needs

First Data Corporation

Various Roles

Business Analyst II

Mar. 2016 – Apr. 2019

Omaha, NE

Oct. 2017 – Apr. 2019

- Acted as the Project Owner and Project Manager for the First Data Inquiry System (FDIS) to have it implemented as a uniform complaint handling and tracking system across the company
- Assisted with the implementation and regular maintenance of an updated voice-to-text system which expedited complaint handling by weighing complaint keywords and having the system rank higher complaint risk calls
- Represented several business units with the early implementation of IBM Watson within the IVR
- Improved complaint handling by establishing process guidelines, setting key accountability goals with team supervisors/managers, and coordinating standardization efforts
- Supplied compliance training gap reports and requirements to ensure adherence with banking regulations
- Created trending analysis reports that captured top issues along with solution recommendations
- Supported bank clients by providing client-specific trends analysis reports and developed action plans with those clients to improve bank client/First Data services
- Oversaw regular quality audits and process refinement sessions to provide actionable feedback to the complaint teams

Team Lead

Feb. 2017 – Oct. 2017

- Collaborated with supervisors and managers on developing key accountabilities for their teams
- Distributed direct feedback to contact center agents to improve overall performance and issue recognition
- Built complaint framework and guidelines by working directly with Legal and Compliance
- Provided regular, in-depth analysis of client complaint data to improve bank client retention
- Reduced report generation time costs by over 90% by utilizing Visual Basic for Applications and SQL

Senior Bank Services Representative

Mar. 2016 – Feb. 2017

- Delivered higher-level support for Bank Service Representatives as an acting supervisor on the floor
- Assisted the training department by providing new-hire support and instruction
- Facilitated resolutions for bank client customers with various debit, credit, and loan program issues and inquiries
- Consistently held top quality scores with praise from our internal and external clients

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/04/2022		SUBMITTED BY: Ashley Decker		HR Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified as well as employees that were formally covered by the Bellevue Professional Firefighters Association (part-time firefighters). The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. This change is due to the elimination of all positions covered by the Bellevue Professional Firefighters Association (part-time firefighters) as well as a requested review by the City Administrator.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4110

ATTACHMENTS:

1. Ordinance No. 4110	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Blue Keller
[Signature]
[Signature]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
10/4/2022

COUNCIL MEETING DATE: 10/04/2022		SUBMITTED BY: Ashley Decker		HR Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Compensation Ordinance

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified as well as employees that were formally covered by the Bellevue Professional Firefighters Association (part-time firefighters). The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. This change is due to the elimination of all positions covered by the Bellevue Professional Firefighters Association (part-time firefighters) as well as a requested review by the City Administrator.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4110

ATTACHMENTS:

1. Ordinance No. 4110	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 41104097

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 40974057; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

B. Bellevue Professional Management Association (Management and Professional)

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

<u>Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$5,665 - \$8,164
Treasurer	\$305 - \$385

<u>Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$4,980 - \$6,684
Assistant City Attorney	\$ 6,848 - \$10,119
City Attorney	\$8,750 - \$11,364
Community Development Director	By Contract
Community Relations Media Coordinator	\$5,866 - \$7,925
Acctg, Reporting & Compliance Manager	\$6,458 - \$ 9,032
Deputy Director Parks & Rec	\$ 5,935 - \$ 8,642
Finance Director	\$7,942 - \$ 11,248
Fire Chief	\$8,304 - \$ 11,534
Human Resources Generalist	\$4,241 - \$ 6,488
Human Resources Director	\$7,108 - \$ 10,662
Manager of Engineering Services	\$7,353 - \$ 10,057
Library Director	\$7,190 - \$ 9,887
Planning Manager	\$6,315 - \$ 8,693

Police Chief	\$8,708 - \$12,012
Public Works Director	\$8,538 - \$11,813
Public Works Engineer II	\$6,238 - \$8,791
Risk Manager	\$5,562 - \$7,498

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$22.09 - \$30.38
	Executive Secretary	\$25.09 - \$33.26 \$26.57 - \$36.69
	Emergency Medical Services Supervisor	\$40.16 - \$51.56
	Human Resources Assistant	\$22.60 - \$30.61
	Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

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

Section 3. Bellevue Police Officers Association

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

Section 4. Bellevue Police Command Staff Association

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

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$ 10,482

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

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

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$11.00 - \$13.00
Head Lifeguards	\$11.00 - \$12.00
Lifeguards	\$10.00 - \$11.00
Concession Workers	\$9.50 - \$11.00
Youth Baseball/Softball Umpires	\$9.50 - \$13.00
Track Club Coaches	\$9.50 - \$13.00
Parks Workers	\$9.50 - \$14.00

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

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

<u>Unclassified Part-Time Positions</u>	<u>Range (hourly)</u>
Part-Time Administrative Intern Position:	\$9.00 to \$12.00

~~Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)~~

<u>Job Classification</u>	<u>Range (hourly)</u>
Firefighters	By Contract

Section 8. That Ordinance ~~40974057~~ is hereby repealed.

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

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2022.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Public Hearing - Request for approval of activities associated with the Olde Towne Trick or Treat Event on October 23, 2022 from 4:00 p.m - 6:00 p.m.

SYNOPSIS/BACKGROUND:

Event Application for an Event License shall have a public hearing before the City Council. Bellevue Trick or Treat will be Sunday, October 23, 2022 in Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd. Applicant has asked for fee to be waived due to it being a community event.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Request approval of Event License Application for Margie Crawford/A Bridal Boutique & Tux for annual Bellevue Trick or Treat on Sunday, October 23, 2022 from 4 p.m. - 6 p.m. in Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd and to waive the application fee.

ATTACHMENTS:

1. <input type="text" value="Event Application for Trick or Treat in Olde Towne"/>	2. <input type="text" value="Comments from Police, Parks, & Streets"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:






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

APPLICATION FOR EVENT LICENSE

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

Organization Name: A Bridal Boutique & Tux (Bellevue Trick or Treat) Date: 10/5/2022

Contact Person Information for Organization:

Name: Margie Crawford Phone: 4023015239 Email: margieguy50@gmail.com

Address: 2243 Franklin St City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Bellevue Trick or Treat

Location of Event:

Mission Ave Washington St - Hancock St
Franklin St 20th - 23rd
Jefferson St 20th - to 23rd

Dates of Event: 10/23/2022 Alternate Dates: n/a Hours of Event: 4-6pm

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

- 1. Sanitary Facilities: n/a only use businesses as allowed
2. Running Water: n/a
3. Power: n/a
4. Parking: surrounding neighborhoods
5. Insurance: n/a

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

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

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

Signature of Applicant: Margie M. Crawford

Police Department Requests:

Police support as needed for visitors - We typically have seen 5k+ people in olde towne for this event in past years

No parking signs, traffic control, safety in general

Parks Department Requests:

Public restrooms at Washington park are available

Street Department Requests:

Streets are blocked off at Mission Ave, Hancock street, Franklin street similar to the bellevue parades but within the guidelines of the area mentioned above.

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 10/12, 2022

City Council hearing date: 10/18/2022

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



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Asst. Chief Tom Dargy
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehrer

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Doug Clark

FROM: Susan Kluthe

DATE: July 7, 2022

SUBJECT: Request approval of Event License Application for Margie Crawford/A Bridal Boutique & Tux for annual Bellevue Trick or Treat on Sunday, October 23, 2022 from 4 p.m. – 6 p.m. at the locations provided on application and to waive the application fee. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by **Friday, October 7, 2022**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Cpt. K. Stroehrer #171
Signature or Fill in Your Name

10-5-22
Date

Susan Kluthe

From: Larry Lampman
Sent: Wednesday, October 5, 2022 3:22 PM
To: Kurt Stroehler
Cc: Susan Kluthe; Tom Dargy; Shirley Harbin
Subject: Re: Event License Application & Review Form - Trick or Treat in Olde Towne
Attachments: Bellevue Trick or Treat.pdf

No issues on my end.

Larry

Sent from my iPhone

On Oct 5, 2022, at 2:09 PM, Kurt Stroehler <Kurt.Stroehler@bellevue.net> wrote:

Approved, no comment from me. I'll defer to our in-house expert, Larry Lampman, as he is familiar with this event.

Capt. Kurt Stroehler
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
402-682-6604

From: Susan Kluthe <Susan.Kluthe@bellevue.net>
Sent: Wednesday, October 5, 2022 2:02 PM
To: Larry Lampman <Larry.Lampman@bellevue.net>; Kurt Stroehler <Kurt.Stroehler@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; Doug Clark <doug.clark@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Karen Chandler <Karen.Chandler@bellevue.net>
Cc: Tom Dargy <Tom.Dargy@bellevue.net>; Shirley Harbin <Shirley.Harbin@bellevue.net>
Subject: Event License Application & Review Form - Trick or Treat in Olde Towne

Attached is the application for Trick or Treat Event for your review, please comment, sign and return review form to me.

Thank you!

Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
402.293.3007
susan.kluthe@bellevue.net



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Asst. Chief Tom Dargy
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehrer

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Doug Clark

FROM: Susan Kluthe

DATE: July 7, 2022

SUBJECT: Request approval of Event License Application for Margie Crawford/A Bridal Boutique & Tux for annual Bellevue Trick or Treat on Sunday, October 23, 2022 from 4 p.m. – 6 p.m. at the locations provided on application and to waive the application fee. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by, **Friday, October 7, 2022**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

The Street Department will work in conjunction with the Police Department to coordinate placement of barricades and make available, equipment, where needed, to block off roadway access during the event.

Signature or Fill in Your Name

10/07/2022

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Asst. Chief Tom Dargy
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehrer

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Doug Clark

FROM: Susan Kluthe

DATE: July 7, 2022

SUBJECT: Request approval of Event License Application for Margie Crawford/A Bridal Boutique & Tux for annual Bellevue Trick or Treat on Sunday, October 23, 2022 from 4 p.m. – 6 p.m. at the locations provided on application and to waive the application fee. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by, **Friday, October 7, 2022**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Karen Charolles
Signature or Fill in Your Name

10/5/2022
Date

2022 Bellevue Trick or Treat Registration

Bellevue Trick or Treat Sign up Form

Date: Sunday October 23, 2022

Set up begins at 3pm.

Event runs from 4-6pm

Event takes place in Olde Towne Bellevue

You must check in at A Bridal Boutique & Tux prior to setting up.

Vehicles must be cleared from the event area and street will be closed and blocked off at 330 pm

In past years prior to pandemic we would see 1500-2000 kids upwards of 10k people come into olde towne.

Cost is \$10. This is just a fee to cover costs of the event.

We are a teal pumpkin project event (Meaning we encourage all stops to have an alternative to candy for those that are allergic or otherwise do not want) This is usually minimal and I suggest having about 100 items for alternatives.

Things that are highly suggested:

A Tent

Multiple people to work your space

Water

A Table and chairs

expect 1500-2000 children

100 non candy items for secondary option (people will specifically request if they are needing such items)

Cut off date for participating in this event is 10/15/2022.

Contact information:

Margie Guy

402-502-0099 Office (Land line)

Email bellevuenebazaar@gmail.com

website. www.Bellevuetrickortreat.com

surelyitsme2@gmail.com [Switch account](#)



* Required

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022	SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Resolution and preliminary engineering services supplemental agreement. 36th Street Sheridan - Platteview (MAPA-3773(1),(CN 22288))

SYNOPSIS/BACKGROUND:

Supplemental Agreement between the City of Bellevue and Olsson on October 15, 2019 to provide Preliminary Engineering Services for 36th Street, Sheridan-Platteview. (MAPA-3773(1). Consultant fees have been revised due to salary increases and are set out in Exhibit "A".

FISCAL IMPACT: 22,352.45 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Preliminary Engineering Services Supplemental Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th St, Sheridan-Platteview MAPA-3773(1) CN 22288

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

CIP PROJECT NAME: CIP PROJECT NUMBER: ST22(5)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): M146(171A)

ACCOUNTING DISTRIBUTION CODE: CIPST22(5) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City council approve and authorize the Mayor to sign the Resolution and the Preliminary Engineering Services Supplemental Agreement-BK 1935-001 between the City of Bellevue and Olsson not to exceed \$22,352.45 for the 36th St, Sheridan-Platteview.

ATTACHMENTS:

1. Resolution 2022-30	2. Preliminary Engineering Services Agreement	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Ralpin
[Signature] W/P

RESOLUTION

PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1 – BK1935

CITY OF BELLEVUE

Resolution No. 2022-30

Whereas: City of Bellevue and Olsson, Inc. have previously executed a Preliminary Engineering Services Agreement (BK1935) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

Whereas: City of Bellevue understands that it must continue to strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Bellevue and Olsson, Inc. wish to enter into a Preliminary Engineering Services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bellevue, Nebraska that:

Rusty Hike, Mayor of City of Bellevue, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 1 between the City of Bellevue and Olsson, Inc.

NDOT Project Number: MAPA-3773(1)

NDOT Control Number: 22288

NDOT Project Description: 36th St, Sheridan - Platteview, Bellevue

Adopted this _____ day of _____, 2022 at _____ Nebraska.

The City Council of City of Bellevue, Nebraska:

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

Agreement No.	BK1935-001
Effective (NTP) Date	09/16/2022
Supplement Amount	\$22,352.45
Total Agreement Amount	CPFF \$904,352.45

PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. 1
PRELIMINARY ENGINEERING SERVICES

CITY OF BELLEVUE, NEBRASKA
OLSSON, INC.
PROJECT NO. MAPA-3773(1)
CONTROL NO. 22288
36TH ST, SHERIDAN – PLATTEVIEW, BELLEVUE

THIS SUPPLEMENTAL AGREEMENT is between the City of Bellevue, Nebraska ("LPA") and Olsson, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on October 15, 2019 for Consultant to provide Preliminary Engineering Services for LPA's project, and

WHEREAS, it is necessary that fee amounts be adjusted under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement due to salary increases, in order to complete the Preliminary Engineering Services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-3773(1) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 2022, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant fees have been revised due to salary increases and are set out in Exhibit "A", Consultant Work Order and Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA issued Consultant a written Notice-to-Proceed on September 16, 2022. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by September 30, 2023.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit "B" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
\$ 282,641.94	\$ 7,022.24	\$289,664.18	For actual direct labor costs
\$ 502,910.68	\$ 12,795.91	\$515,706.59	For indirect labor costs & direct expenses
\$ 96,447.38	\$ 2,534.30	\$98,981.68	For a fixed fee for profit
<u>\$882,000.00</u>	<u>\$22,352.45</u>	<u>\$904,352.45</u>	Total agreement amount

*Includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

Consultant Work Order (Local Projects)

Project No.: MAPA-3773(1)		Control No.: 22288
Consultant: (Name and Representative) Olsson	Agreement No.: BK1935	Work Order No.: 1
LPA: (Name and Representative) Dean Dunn, City of Bellevue		Constr. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p>		
<p>Justification to modify agreement: (include scope of services, deliverables, and schedule) This is to cover salary increases that have occurred from the original contract date to 2019 to the anticipated completion in 2023. The fee increase is specific to only the remaining budgets. Additional information is provided in the supplemental documentation.</p>		
Work Title	Summary of Fee	
Direct Labor Increase = \$7022.24	A. Total Direct Labor Cost	= 7,022.24
	B. Overhead (Factor * x A)	= 12,776.96
	C. A + B	= 19,799.20
	D. Profit/Fee (Factor ** x C)	= 2,534.30
*Overhead Factor: 181.95%	E. FCCM (Factor*** x A)	= 18.96
**Profit/Fee Factor: 12.80%	F. Direct Non-Labor Cost	= 0.00
***Facility Capital Cost of Money (FCCM): 0.27%	G. Subconsultant Services	= 0.00
Total Fee Notes:	TOTAL FEE: C + D + E + F + G	= \$22,352.45
	<input type="checkbox"/> ESTIMATED TOTAL FEE:	
	<input checked="" type="checkbox"/> FINAL TOTAL FEE:	\$22,352.45

Work Order Authorization – May be granted by email and attached to this document.

Consultant:
 Tony Egelhoff _____ 4/8/22
Name Signature Date

LPA:
 Matt Knight _____ 9/14/2022
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name Signature Date

LPS Unit Head Review (for PE Phase):
 Nicole Taylor _____ 09/20/22
Name Signature Date

LPS Manager or Construction Engineer (Construction Phase):

Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name Signature Date

Notice to Proceed will be granted by email by:
 LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:
 09/16/22

Notice to Proceed Date:
 09/16/22

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC
 NDOT Form 250, November 18

New	OG	Diff	Remain	Budg. Update
\$ 85.64	\$ 78.37	\$ 7.27	18	\$ 130.86
\$ 52.54	\$ 48.08	\$ 4.46	21	\$ 93.66
\$ 48.80	\$ 44.66	\$ 4.14	64	\$ 264.96
\$ 63.82	\$ 58.41	\$ 5.41	360	\$ 1,947.60
\$ 76.46	\$ 69.97	\$ 6.49	140	\$ 908.60
\$ 45.36	\$ 41.51	\$ 3.85	500	\$ 1,925.00
\$ 32.67	\$ 29.90	\$ 2.77	258	\$ 714.66
\$ 28.62	\$ 26.19	\$ 2.43	42	\$ 102.06
\$ 29.15	\$ 26.68	\$ 2.47	52	\$ 128.44
\$ 22.95	\$ 21.00	\$ 1.95	50	\$ 97.50
\$ 28.75	\$ 26.31	\$ 2.44	248	\$ 605.12
				\$ 6,918.46
		Labor Esc		1.50%
				\$ 103.78
		OH		181.95%
				\$ 12,776.96
		FFP		12.80%
				\$ 2,534.30
		FCCM		0.27%
				\$ 18.96
		Total		\$ 22,352.45

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of Waiver Hunting Regulations - Capt. Kurt Stroehrer or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2022 through 1/31/2023 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT: \$ 0.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: N/A	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: N/A		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: N/A		
START DATE: N/A	END DATE: N/A	PAYMENT DATE: N/A
INSURANCE REQUIRED: NO		
CIP PROJECT NAME: N/A	CIP PROJECT NAME: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRIBUTION CODE: N/A	ACCOUNT NUMBER: N/A	

RECOMMENDATION:

Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss.

ATTACHMENTS:

- | | | |
|-------------------------|----|----|
| 1. Listing for approval | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]

2022 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Terry Rybar	1723 N. 159th St.	Omaha	68118	12940313	1107 Camp Gifford Rd.	10/10/2022	10/10/2022	10/18/2022	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note for Mercury Property Management, Inc. (Olde Towne Development Project - Lots 1 and 3, Civic Center Plaza Replat One).

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the redevelopment plan for Mercury Property Management, Inc. (Olde Towne Development Project - Lots 1 and 3, Civic Center Plaza Replat One). These documents provide for the use of Tax Increment Financing, in the principal amount of \$2,468,000.00. On September 20, 2022 the city approved the Redevelopment Plan, by Resolution #2022-27, for Olde Towne Redevelopment Project located on Lots 1 and 3, Civic Center Plaza Replat One. The Redevelopment Plan proposes the construction of a mixed used building with commercial on 1st floor and approximately 53 residential dwelling units on 2nd - 4th floor and associated improvements.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$2,468,000.00 plus accrued interest, to offset TIF eligible expenses, for Mercury Property Management, Inc. Olde Towne Redevelopment Project located on Lots 1 and 3, Civic Center Plaza Replat One.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Buehler

[Signature]

[Signature]

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a Nebraska municipal corporation (the “City”), and Mercury Property Management, Inc., a Nebraska corporation (“Owner”).

RECITALS:

WHEREAS, on September 6, 2022, by Resolution No. 2022-27, the City Council of the City of Bellevue approved the Redevelopment Plan for the Old Towne Redevelopment Project located on Lots 1 and 3, Civic Center Plaza Replat One, Bellevue, Sarpy County, Nebraska (the “Redevelopment Plan”), which Redevelopment Plan proposes the construction of a mixed used building with commercial space on the first floor and approximately 53 residential dwelling units on the second through fourth floors, and associated improvements as shown on the site plan attached hereto as Exhibit “A”, which is attached hereto and made a part hereof (the “Site Plan”); and,

WHEREAS, the Redevelopment Plan recommends allowing up to \$2,468,000, plus accrued interest, to offset TIF eligible expenses, as allowed by the Community Redevelopment Law, for acquisition, demolition, site preparation, public improvements, architectural and engineering fees and any public improvements, as required, for a project with total projected valuation of \$10,425,000 for real estate tax purposes; and,

WHEREAS, this Agreement is a redevelopment agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by such development.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

- 1.1 “Base Year” and “Base Year Valuation” shall mean the year prior to the calendar year that the division of the property tax levied on the Redevelopment Site is to become effective. It is established by the Notice to Divide Tax for Community Redevelopment Project (“Notice to Divide”) form prepared by the City of Bellevue, which establishes the valuation for the base amount and the calendar year that division of real property tax levied is to become effective. For purposes of this Agreement, the parties agree the Base Year and associated Base Year Valuation shall be established on January 1, 2023.
- 1.2 “City” shall mean the City of Bellevue, Nebraska, a Municipal Corporation of the metropolitan class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law.
- 1.3 “Community Redevelopment Law shall mean the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et. seq.), as

supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.

- 1.4 “Director” shall mean the Director of the City of Bellevue Planning Department.
- 1.5 “Division Date” shall mean the agreed upon date after which any ad valorem real estate taxes levied upon the Redevelopment Site shall be divided by the Sarpy County Assessor pursuant to the Community Redevelopment Law and the Notice to Divide. For purposes of this Agreement, the parties agree the Division Date shall be January 1, 2024.
- 1.6 “Excess ad valorem Taxes” shall mean any ad valorem real estate tax levied upon and generated by the real property in the Redevelopment Site after the Division Date (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively “public bodies”) in excess of any ad valorem real estate tax generated by the levy on the Base Year Valuation.
- 1.7 “Owner” shall mean Mercury Property Management, Inc., a Nebraska corporation.
- 1.8 “Redevelopment Project” shall mean the Olde Towne Redevelopment Project located on Lots 1 and 3, Civic Center Plaza Replat One, Bellevue, Sarpy County, Nebraska which is further represented in the Redevelopment Plan that proposes the construction of mixed used building with commercial space on the first floor and approximately 53 residential dwelling units on the second through fourth floors and associated improvements as shown on the site plan attached hereto as Exhibit “A” and incorporated herein.
- 1.9 “Redevelopment Promissory Note” or “Note” shall mean any obligation issued by the City in the form of Exhibit “B” attached hereto and incorporated herein by reference, which shall be in the principal amount set forth in such Exhibit (“Redevelopment Loan Proceeds”) and which shall be repaid from and secured by the Excess ad valorem Taxes generated by the real property within the Redevelopment Site.
- 1.10 “Redevelopment Plan” shall mean the Redevelopment Plan for the Olde Towne Redevelopment Project approved by the City Council of the City of Bellevue on September 6, 2022, by Resolution No. 2022-27.
- 1.11 “Redevelopment Site” shall mean the real property legally described on Exhibit “C”, attached hereto and incorporated herein, and all adjacent public rights-of-ways.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

- 2.1 execute and deliver to the Owner at closing the Redevelopment Promissory Note in substantially the same form as that which is attached hereto as Exhibit "B".
- 2.2 grant Redevelopment Loan Proceeds for TIF eligible expenses, including any public improvements, to the Owner in an amount not to exceed \$2,468,000, plus accrued interest at the rate of 5.0% per annum.
- 2.3 establish a special fund, as required under Section 18-2147(b) of the Nebraska Revised Statutes, for the Excess ad valorem Taxes, if any, generated by the Redevelopment Project and the Redevelopment Site, which shall be allocated to and, when collected, paid into this special fund, and shall be used for no other purpose than to pay debt retirement principal and interest as required by the Redevelopment Promissory Note. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.
- 2.4 ensure that prior to expenditure or disbursement of Redevelopment Loan Proceeds, the following shall be obtained, to wit:
 - 2.4.1 Owner shall provide the Director with evidence, acceptable to the Director, in their sole discretion, that sufficient private funds have been committed to complete the Redevelopment Project.
 - 2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as a co-obligee.
- 2.5 make payments, as required by this Redevelopment Agreement and the Redevelopment Promissory Note, of the Excess ad valorem Taxes held in the special fund called for in Section 2.3 above. All Excess ad valorem Taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the Division Date. Under no circumstance shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e. thirty (30) semi-annual installments) after the Division Date or after such time as the Redevelopment Promissory Note has been paid in full.

The City and Owner acknowledge and agree that the Owner shall receive the benefit of the Redevelopment Loan Proceeds, as limited to eligible expenses allowed by the Community Redevelopment Law, with the understanding that the Excess ad valorem Taxes and resulting Redevelopment Loan Proceeds may not be available for each and every installment or may not be sufficient to fully amortize the Redevelopment Promissory Note issued by the City.

- 2.6 grant the entire amount of the Redevelopment Loan proceeds to the Owner for costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, those estimated eligible costs set forth on Exhibit "D", attached hereto, within the Redevelopment Area. Expenses identified on Exhibit "D" are a reasonably accurate estimate of the eligible expenses for the Redevelopment Project.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before December 31, 2024.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Site and Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$2,468,000, as set forth in Section 2.2, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the Redevelopment Loan Proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the Redevelopment Loan Proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan Proceeds.
 - 3.3.1 Such loan funds shall be disbursed as provided in Section 2.
 - 3.3.2 Such loan shall bear a 5.0% interest rate.
 - 3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3 to collect and hold Excess ad valorem Taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, as they become collected in such fund and available to the City for such use. To the extent such excess ad valorem taxes are insufficient or unavailable to the City, the loan shall be forgiven and the obligations of the Owner shall remain unaffected.
- 3.4 provide the City with quarterly progress reports during the construction of the Redevelopment Project and allow the City reasonable access, upon written request to Owner, to any relevant financial records pertaining to the Redevelopment Project.
- 3.5 during the period that the Redevelopment Promissory Note is outstanding:
 - 3.5.1 not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2023 (Base Year) or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of January 1, 2023 (Base Year) plus \$10,327,982 (excess valuation) or less after substantial completion or occupancy of the Redevelopment Project. **The covenant agreed to herein is for the benefit of, and binding upon, both the City and the Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed to herein is not binding on**

the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note. Notwithstanding the foregoing, the City acknowledges and agrees that in the event that the property tax valuations for the Redevelopment Site are reduced below the base valuation amount specified in this Section 3.5.1, the Parties agree to utilize the reduced base level as the “base level” for purposes of calculating the Excess ad valorem Taxes, and the amount of the TIF Financing available to the Owner may be increased accordingly;

- 3.5.2 not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes, not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes; if the county and/or state award the exemption of real estate taxes, this Redevelopment Agreement and its associated Redevelopment Promissory Note will be rendered void and cancelled;
- 3.5.3 not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying real property encompassed within the Redevelopment Site;
- 3.5.4 maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site;
- 3.5.5 in the event of casualty, apply such insurance proceeds to the reconstruction of the Redevelopment Project, to the extent permitted by Owner's mortgage lender, and
- 3.5.6 cause all real estate taxes and assessments levied on the Redevelopment Site to be paid prior to the time such become delinquent. The Owner acknowledges and agrees that any portion of the Excess ad valorem Taxes levied in the fifteenth year under this Redevelopment Agreement that become delinquent shall be forfeited and returned to the appropriate public bodies.

In the event the Owner violates or breaches any of the agreements, representations or covenants in this section, the Owner may be required by the City to surrender any remaining amount outstanding of the Redevelopment Promissory Note, after reasonable notice and opportunity to cure. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded by the Owner with the Sarpy County, Nebraska Register of Deeds within sixty (60) days of the execution of this Redevelopment Agreement. The Owner shall include the same covenants and restrictions agreed to above in any conveyance of the Redevelopment Site, or any portion thereof, including but not limited to, any sale, assignment, sale-leaseback or other such transfer of the property, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns the Redevelopment Site.

- 3.6 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.
- 3.7 the Owner shall provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractor or contractors will satisfy this requirement.
- 3.8 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council of the City of Bellevue on September 6, 2022, by Resolution No. 2022-27, in coordination with the Owner's development team, the City of Bellevue Planning Department Urban Design, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.

SECTION 4. PROVISIONS OF THE AGREEMENT

- 4.1 Non-discrimination. The Owner shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- 4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 4.3 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- 4.4 Interest to the City. No elected official or any officer or employee of the City of Bellevue shall have a financial interest, direct or indirect, in any City of Bellevue Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the Agreement voidable by the Mayor or Council.
- 4.5 Merger. This Agreement shall not be merged into any other oral or written Agreement, lease or deed of any type.
- 4.6 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Community Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Redevelopment Plan.

However, amendments of the following types shall be referred to the City Council for approval:

- (1) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (2) Those that require the expenditure of \$123,400.00 or more of City funds above the levels contained in this Agreement;
- (3) Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and
- (4) Those otherwise considered major or material in the reasonable discretion of the City.

4.7 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

4.8 Assignment. The Owner may not assign its rights under this Agreement without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may, without City Council approval, approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.

4.9 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.

4.10 Binding Effect. This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "C", attached hereto, to the benefit of the City of Bellevue.

SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (1) City of Bellevue:

Tammi Palm, Planning Manager	Legal Service, c/o City Clerk
City Planning Department	1500 Wall Street
1510 Wall Street	Bellevue, NE 68005

Bellevue, NE 68005

- (2) Owner:
Mercury Property Management, Inc.
Attn: Jeff Gehring
5920 S. 118th Circle
Omaha, NE 68137

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

[SIGNATURE PAGES TO FOLLOW]

Executed this ___ day of _____ 2022.

CITY:

ATTEST:

CITY OF BELLEVUE, NEBRASKA:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

Executed this _____ day of _____, 2022.

OWNER:

Mercury Property Management, Inc., a
Nebraska corporation

By: _____

Name: _____

Title: _____

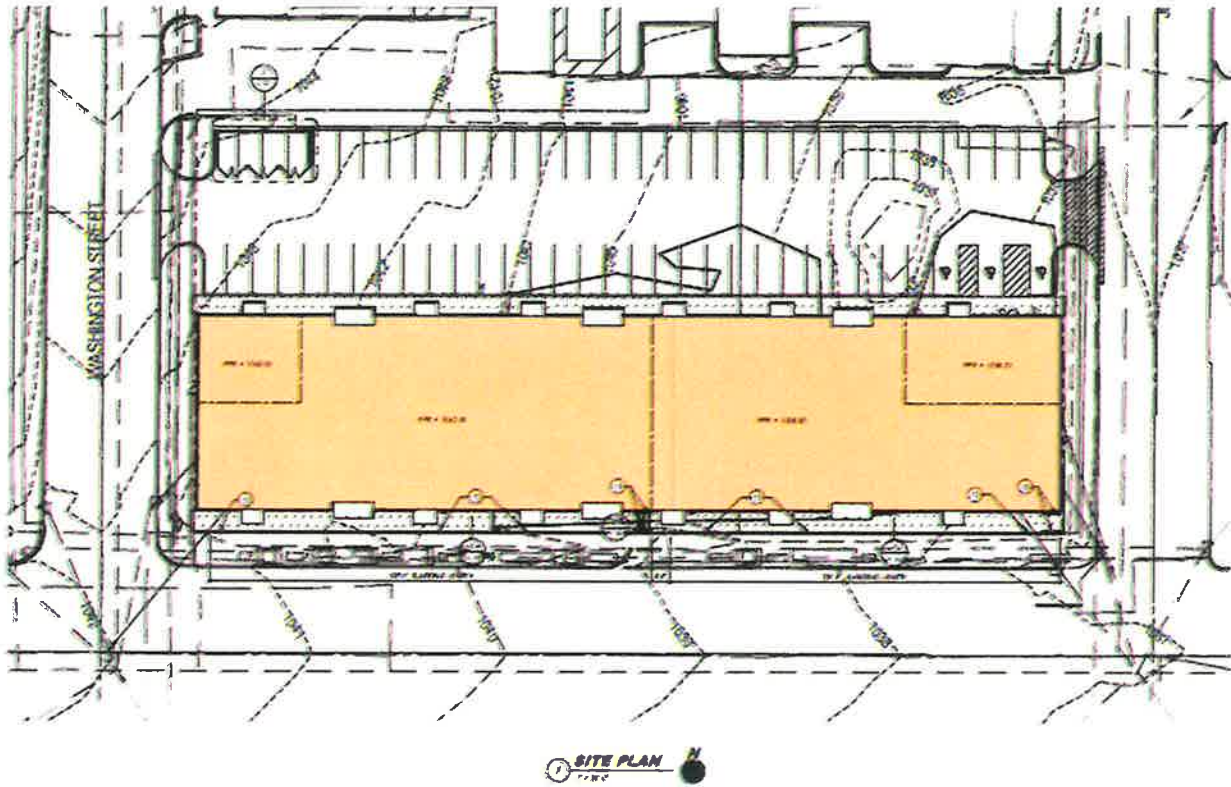
STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2022 by Jeffrey Gehring, President of Mercury Property Management, Inc., a Nebraska corporation, on behalf of the company.

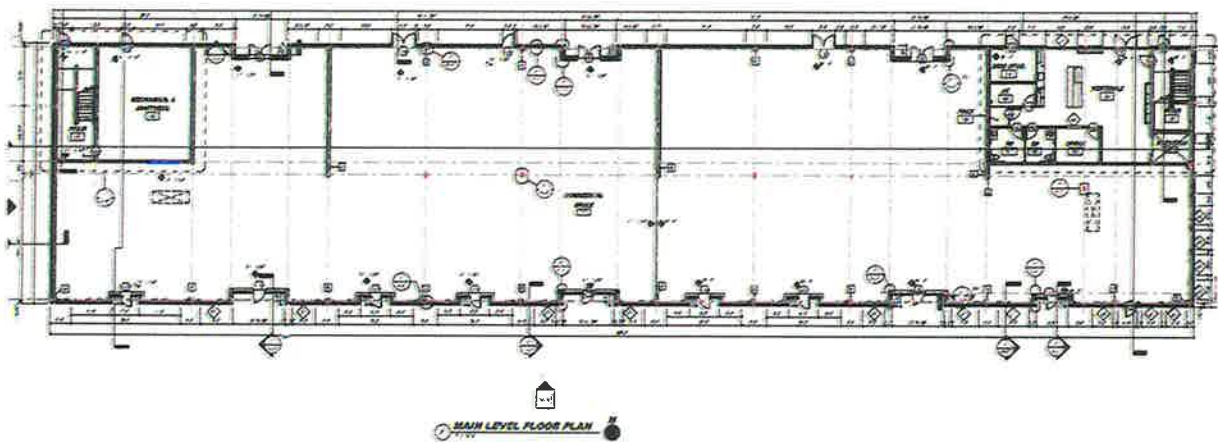
Notary Public

EXHIBIT "A"
SITE PLAN

Preliminary Site Plan:



Preliminary Floor Plans:



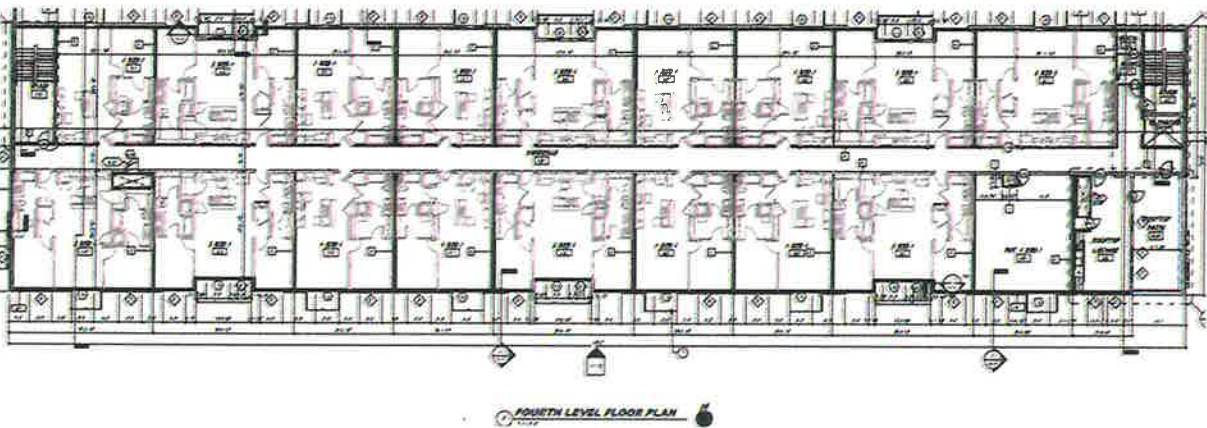
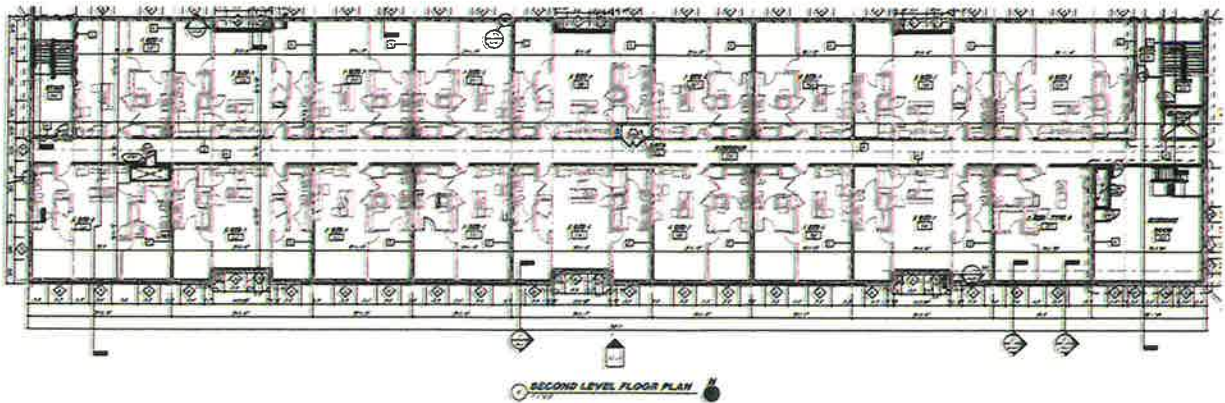


Exhibit "A"

EXHIBIT "B"

THIS BOND HAS NOT BEEN REGISTERED UNDER SECURITIES ACT OF 1933 (THE "33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF BELLEVUE PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF BELLEVUE TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

\$2,468,000.00 _____, 2022

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Mercury Property Management, Inc., a Nebraska corporation, whose address is 5920 S. 118th Circle, Omaha, NE 68137, and/or its assigns ("Holder"), the principal sum of Two Million Four Hundred Sixty Eight Thousand and No/100 Dollars (\$2,468,000.00), together with interest thereon at the rate of five percent (5.0%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated _____ 2022, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.0%) above the national prime rate as published by the Wallstreet Journal; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

The real estate taxes shall be divided and the tax increment from the Project Site shall be used to pay this Note for a period of fifteen (15) years. In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing on October 1, 2039, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, on October 1, 2039, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in the Redevelopment Agreement.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

CITY OF BELLEVUE, NEBRASKA, a
municipal corporation

By: _____
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Bellevue

City Attorney

EXHIBIT "C"
REDEVELOPMENT SITE

Lots 1 and 3, Civic Center Plaza Replat One, Bellevue, Sarpy County, Nebraska.

EXHIBIT "D"
TIF ELIGIBLE EXPENSES

SUMMARY OF TIF ELIGIBLE EXPENSES

<u>Description</u>	<u>Cost</u>
Grading	\$251,250
Water	\$98,750
Sanitary	\$59,500
Storm	\$279,000
Street and Sidewalks	\$24,000
Electrical	\$200,000
Façade Enhancements	\$179,000
Interior LED Lighting Upgrade	\$350,000
Concrete and curb	\$102,000
Architectural and Engineering	\$87,000
Concrete and subgrade testing	\$5,000
HVAC Energy Upgrade	\$125,000
Land	\$500,000
Demo/Excavation	\$200,000
legal	<u>\$25,000</u>
Total	\$2,485,500

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note for Elevate Lofts, LLC (Lot 1, College Apartments Addition).

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the Redevelopment Plan for Elevate Lofts, LLC. These documents provide for the use of Tax Increment Financing, in the principal amount of \$4,028,917. On June 21, 2022 the city approved the Redevelopment Plan, by Resolution #2022-15, for Redevelopment Project located on Lot 1, College Apartments Addition. The Redevelopment Plan contemplates the rehabilitation of Lot 1, College Apartments Addition, proposing the construction of a 164-unit apartment Community.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Park Addition Redevelopment Project located on Lot 1, College Apartments Addition as of October 18, 2022 and recind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property .

ATTACHMENTS:

1. <input type="text" value="Redevelopment Agreement"/>	2. <input type="text" value="Redevelopment Promissory Note"/>	3. <input type="text" value="Quit Claim Deed"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Rohn
[Signature]

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a Nebraska Municipal Corporation (the "City"), and Elevate Lofts, LLC("Owner").

RECITALS:

WHEREAS, on June 21, 2022, by Resolution No. 2022-15, the City Council of the City of Bellevue approved the Redevelopment Plan for Multi-Family Housing at 400 W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska (the "Redevelopment Plan"), which Redevelopment Plan proposes the construction of a 164-unit apartment community, consisting of unique "lofted" style studio and 1-bedroom apartments with an emphasis on fulfilling the need for young professional housing in the area of Bellevue, Nebraska, commonly referred to as Olde Towne, as shown on the site plan attached hereto as Exhibit "A", which is attached hereto and made a part hereof (the "Site Plan"); and,

WHEREAS, the Redevelopment Plan recommends allowing up to \$4,028,917.00, plus accrued interest, to offset TIF eligible expenses, as allowed by the Community Redevelopment Law, for acquisition, demolition, site preparation, public improvements, architectural and engineering fees and any public improvements, as required, for a project with total projected valuation of \$20,000,000 for real estate tax purposes; and,

WHEREAS, this Agreement is a redevelopment agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by such development.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

- 1.1 "Base Year" and "Base Year Valuation" shall mean the year prior to the calendar year that the division of the property tax levied on the Redevelopment Site is to become effective. It is established by the Notice to Divide Tax for Community Redevelopment Project ("Notice to Divide") form prepared by the City of Bellevue, which establishes the valuation for the base amount and the calendar year that division of real property tax levied is to become effective. For purposes of this Agreement, the parties agree the Base Year and associated Base Year Valuation shall be established on January 1, 2022.
- 1.2 "City" shall mean the City of Bellevue, Nebraska, a Municipal Corporation of the metropolitan class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law.

- 1.3 "Community Redevelopment Law" shall mean the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et. seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.
- 1.4 "Director" shall mean the Director of the City of Bellevue Planning Department.
- 1.5 "Division Date" shall mean the agreed upon date after which any ad valorem real estate taxes levied upon the Redevelopment Site shall be divided by the Sarpy County Assessor pursuant to the Community Redevelopment Law and the Notice to Divide. For purposes of this Agreement, the parties agree the Division Date shall be January 1, 2023.
- 1.6 "Excess ad valorem Taxes" shall mean any ad valorem real estate tax levied upon and generated by the real property in the Redevelopment Site after the Division Date (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively "public bodies") in excess of any ad valorem real estate tax generated by the levy on the Base Year Valuation.
- 1.7 "Owner" shall mean Elevate Lofts, LLC.
- 1.8 "Redevelopment Project" shall mean the Multi-Family Housing project at 400W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska, proposing the construction of a 164-unit apartment community, consisting of unique "lofted" style studio and 1-bedroom apartments with an emphasis on fulfilling the need for young professional housing in the area of Bellevue, Nebraska, commonly referred to as Olde Towne, as shown on the site plan attached hereto as Exhibit "A" and incorporated herein.
- 1.9 "Redevelopment Promissory Note" or "Note" shall mean any obligation issued by the City in the form of Exhibit "B" attached hereto and incorporated herein by reference, which shall be in the principal amount set forth in such Exhibit ("Redevelopment Loan Proceeds") and which shall be repaid from and secured by the Excess ad valorem Taxes generated by the real property within the Redevelopment Site.
- 1.9 "Redevelopment Plan" shall mean the Redevelopment Plan for Multi-Family Housing at 400 W. 19th Avenue approved by the City Council of the City of Bellevue on June 21, 2022, by Resolution No. 2022-15.
- 1.10 "Redevelopment Site" shall mean the real property legally described on Exhibit "C", attached hereto and incorporated herein, and all adjacent public rights-of-ways.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

- 2.1 execute and deliver to the Owner at closing the Redevelopment Promissory Note in substantially the same form as that which is attached hereto as Exhibit "B".
- 2.2 grant Redevelopment Loan Proceeds for TIF eligible expenses, including any public improvements, to the Owner in an amount not to exceed \$4,028,917.00, plus accrued interest at the rate of 4.50% per annum.
- 2.3 establish a special fund, as required under Section 18-2147(b) of the Nebraska Revised Statutes, for the Excess ad valorem Taxes, if any, generated by the Redevelopment Project and the Redevelopment Site, which shall be allocated to and, when collected, paid into this special fund, and shall be used for no other purpose than to pay debt retirement principal and interest as required by the Redevelopment Promissory Note. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.
- 2.4 ensure that prior to expenditure or disbursement of Redevelopment Loan Proceeds, the following shall be obtained, to wit:
 - 2.4.1 Owner shall provide the Director with evidence, acceptable to the Director, in their sole discretion, that sufficient private funds have been committed to complete the Redevelopment Project.
 - 2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as a co-obligee.
- 2.5 make payments, as required by this Redevelopment Agreement and the Redevelopment Promissory Note, of the Excess ad valorem Taxes held in the special fund called for in Section 2.3 above. All Excess ad valorem Taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the Division Date. Under no circumstance shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e. thirty (30) semi-annual installments) after the Division Date or after such time as the Redevelopment Promissory Note has been paid in full.

The City and Owner acknowledge and agree that the Owner shall receive the benefit of the Redevelopment Loan Proceeds, as limited to eligible expenses allowed by the Community Redevelopment Law, with the understanding that the Excess ad valorem Taxes and resulting Redevelopment Loan Proceeds may not be available for each and every installment or may not be sufficient to fully amortize the Redevelopment Promissory Note issued by the City.

- 2.6 grant the entire amount of the Redevelopment Loan proceeds to the Owner for costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, those estimated eligible costs set forth on Exhibit "D", attached hereto, within the Redevelopment Area. Expenses identified on Exhibit "D" are a reasonably accurate estimate of the eligible expenses for the Redevelopment Project.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before January 1, 2024.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Site and Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$4,028,917.00, plus accrued interest, as set forth in Section 2.2, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the Redevelopment Loan Proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the Redevelopment Loan Proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan Proceeds.
 - 3.3.1 Such loan funds shall be disbursed as provided in Section 2.
 - 3.3.2 Such loan shall bear a 4.50% interest rate.
 - 3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3 to collect and hold Excess ad valorem Taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, as they become collected in such fund and available to the City for such use. To the extent such excess ad valorem taxes are insufficient or unavailable to the City, the loan shall be forgiven and the obligations of the Owner shall remain unaffected.
- 3.4 provide the City with quarterly progress reports during the construction of the Redevelopment Project and allow the City reasonable access, upon written request to Owner, to any relevant financial records pertaining to the Redevelopment Project.
- 3.5 during the period that the Redevelopment Promissory Note is outstanding:
 - 3.5.1 not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2022 (Base Year) or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of January 1, 2021 (Base Year) **plus \$20,000,000 (excess valuation)** or less after substantial completion or occupancy of the Redevelopment Project. **The covenant agreed to herein is for the benefit of, and binding upon, both the City and the Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed**

to herein is not binding on the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note. Notwithstanding the foregoing, the City acknowledges and agrees that in the event that the property tax valuations for the Redevelopment Site are reduced below the base valuation amount specified in this Section 3.5.1, the Parties agree to utilize the reduced base level as the "base level" for purposes of calculating the Excess ad valorem Taxes, and the amount of the TIF Financing available to the Owner may be increased accordingly;

3.5.2 not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes, not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes; if the county and/or state award the exemption of real estate taxes, this Redevelopment Agreement and its associated Redevelopment Promissory Note will be rendered void and cancelled;

3.5.3 not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying real property encompassed within the Redevelopment Site;

3.5.4 maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site;

3.5.5 in the event of casualty, apply such insurance proceeds to the reconstruction of the Redevelopment Project, to the extent permitted by Owner's mortgage lender, and

3.5.6 cause all real estate taxes and assessments levied on the Redevelopment Site to be paid *prior* to the time such become delinquent. The Owner acknowledges and agrees that any portion of the Excess ad valorem Taxes levied in the fifteenth year under this Redevelopment Agreement that become delinquent shall be forfeited and returned to the appropriate public bodies.

In the event the Owner violates or breaches any of the agreements, representations or covenants in this section, the Owner may be required by the City to surrender any remaining amount outstanding of the Redevelopment Promissory Note, after reasonable notice and opportunity to cure. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded by the Owner with the Sarpy County, Nebraska Register of Deeds within sixty (60) days of the execution of this Redevelopment Agreement. The Owner shall include the same covenants and restrictions agreed to above in any conveyance of the Redevelopment Site, or any portion thereof, including but not limited to, any sale, assignment, sale-leaseback or other such transfer of the property, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns the Redevelopment Site.

- 3.6 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.
- 3.7 the Owner shall provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractor or contractors will satisfy this requirement.
- 3.8 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council of the City of Bellevue on June 21, 2022, by Resolution No. 2022-15, in coordination with the Owner's development team, the City of Bellevue Planning Department – Urban Design, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.

SECTION 4. PROVISIONS OF THE AGREEMENT

- 4.1 Non-discrimination. The Owner shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- 4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 4.3 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- 4.4 Interest to the City. No elected official or any officer or employee of the City of Bellevue shall have a financial interest, direct or indirect, in any City of Bellevue Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the Agreement voidable by the Mayor or Council.
- 4.5 Merger. This Agreement shall not be merged into any other oral or written Agreement, lease or deed of any type.
- 4.6 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Community Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this

Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

- (1) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (2) Those that require the expenditure of \$75,000.00 or more of City funds above the levels contained in this Agreement;
- (3) Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and
- (4) Those otherwise considered major or material in the reasonable discretion of the City.

4.7 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

4.8 Assignment. The Owner may not assign its rights under this Agreement without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may, without City Council approval, approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.

4.9 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.

4.10 Binding Effect. This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "C", attached hereto, to the benefit of the City of Bellevue.

SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (1) City of Bellevue:
Tammi Palm, Planning Manager
City Planning Department
1510 Wall Street
Bellevue, NE 68005

Legal Service, c/o City Clerk
1510 Wall Street
Bellevue, NE 68005

- (2) Owner:
Elevate Lofts, LLC
C/O Andrew Panebianco
1910 South 44th St Suite 101
Omaha, NE 68105

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this ____ day of _____, 20__.

ATTEST:

CITY OF BELLEVUE, NEBRASKA:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

Executed this ____ day of _____, 20__.

OWNER:

Elevate Lofts , LLC, a Nebraska
limited liability company,

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

_____ acknowledged the foregoing Redevelopment Agreement
before me this ____ day of _____, 20__.

Notary Public, State of Nebraska

EXHIBIT "A"
SITE PLAN

EXHIBIT "B"

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF BELLEVUE PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF BELLEVUE TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

\$4,028,917.00 _____, 202_

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Elevate Lofts, LLC, whose address is 1910 South 44th St Suite 101, Omaha, NE 68105, and/or its assigns ("Holder"), the principal sum of Four Million Twenty-Eight Thousand Nine Hundred Seventeen and No/100th (\$4,028,917.00) Dollars, together with interest thereon at the rate of Four and 75/100ths percent (4.50%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated _____, 2022, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.00%) above the national prime rate as published by the *Wallstreet Journal*; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from January 1, 2023, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from January 1, 2023, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in the Redevelopment Agreement.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

CITY OF BELLEVUE, NEBRASKA, a
Municipal Corporation

By: _____
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Bellevue

City Attorney

EXHIBIT "C"
REDEVELOPMENT SITE

Lot 1, College Apartments Addition, an addition in the City of Bellevue, Sarpy County, Nebraska, together with the adjacent public right-of-way of Lawre Circle.

Parcel Number: 011180900

EXHIBIT "D"
TIF ELIGIBLE EXPENSES

Item	Cost
Acquisition Cost	\$780,000.00
Architectural/Engineering	\$750,000
Demolition	\$1,363,500
Site Work/Grading/Special Foundations	\$874,650
Site Utilities and Public Infrastructure	\$983,450
TOTAL	\$4,751,600.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Doug Clark, Public Works Director		Epiphany Ramos - Wastewater Operations Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Professional Engineering Services 2023 Flow Monitoring Planning. RJN Group, Inc.

SYNOPSIS/BACKGROUND:

Primary goal of this project is to investigate up 15 current connection points that the City of Bellevue has to the Papillion Creek Interceptor, both gravity and force main, and provide recommendations on how to meter the flow from each of the upstream basins.

FISCAL IMPACT: \$20,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: RJN Group, Inc INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Professional Engineering Services 2023 Flow Monitoring Planning

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2023 Flow monitoring RJN Group, Inc

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 6034 ACCOUNT NUMBER: 20-00-6034

RECOMMENDATION:

For the City Council to approve and authorize the Mayor to sign the agreement for Professional Engineering Services between the City of Bellevue and RJN Group, Inc. in the amount not to exceed \$20,000.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Palmer
[Signature]
[Signature]

AGREEMENT
BETWEEN
CITY OF BELLEVUE, NEBRASKA
AND
R/N GROUP, INC.

THIS AGREEMENT dated October 18, 2022 by and between the City of Bellevue, Nebraska, hereinafter called OWNER and R/N GROUP, INC., with an office in Wheaton, Illinois, hereinafter called ENGINEER.

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for a project generally described as Proposal for Professional Engineering Services – 2023 Flow Monitoring Planning.

WHEREAS, the ENGINEER desires to perform such services to the OWNER in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Attachment A "Scope of Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule. The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence.

Section IV - Payment for Services

Payment to ENGINEER shall be made as follows:

A. Payment for Services

The OWNER recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the OWNER a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed the forestated amounts without prior authorization by the OWNER.

OWNER shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1½ % per month from the date of invoice. Additionally, ENGINEER may, upon five (5) calendar days' written notice to OWNER, suspend all Services until paid in full and may terminate the AGREEMENT.

If the OWNER objects to all or any portion of an invoice or asserts a claim against the services performed or claims the services have not been performed as per this Agreement, the OWNER shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

OWNER has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing and has the right to make a claim for work performed which is not in accordance with this Agreement. Until said appeal is resolved, or clarification is issued, no interest will accrue on monies due. The OWNER shall exercise reasonableness in contesting any invoice or portion thereof. Any payment in dispute by the OWNER shall not be deemed waived nor forgiven, unless such objection is agreed upon in writing by the ENGINEER, or if

agreement cannot be reached, such shall be finally resolved by mediation or arbitration in accordance with Section VII (k). If it is determined in an action under (VII)(k) that the objection of the OWNER was not in good faith or was not reasonable, the accrued interest shall be deemed earned from the date the disputed amount was originally due.

Section V - Services to be Provided by the Owner

A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work.

B. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimize the consequences of a defect.

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the OWNER shall pay the ENGINEER a maximum not to exceed cost of \$20,000. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of these services, and as further described in Attachment A.

All prices will remain firm for the initial term of the Agreement period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least 60 days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most

recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

E. Changes of Scope

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the OWNER agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

Section VI - Construction Cost and Opinions of Cost

The ENGINEER shall submit to the OWNER an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site recognizing that assumptions cannot account for unknown conditions encountered on site nor the pricing nor the ability of individual contractors retained by OWNER to perform the Project; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ, including cost increases which may occur per the terms of the construction contract; contractor's techniques in determining prices and market conditions at the time, and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost nor does it have control over the contract charges of proposed contractors, and, in recognition of that fact, the OWNER specifically waives any claim of any nature against the ENGINEER relative to the accuracy of the ENGINEER's opinion of probable construction cost. If prior to the Bidding or Negotiation Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation,

expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the OWNER and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the ENGINEER as instruments of service are deemed work product of the ENGINEER and is deemed confidential and proprietary information and the sole property of the Engineer ("Work Product") including all copyrights and statutory and common law rights to the Work Product. The Work Product is hereby provided and licensed to the OWNER in perpetuity as long as and only to the extent such is utilized for the Project and no other purpose. OWNER may not disclose the Work Product to any parties but for purposes of the Project and its future operation including maintenance or modification of the Purpose in the future. In the event of disclosure of any Work Product by OWNER which is not in compliance with the terms herein, it is agreed that monetary damages may not be sufficient alone, and that the ENGINEER would be entitled to proceed to request an injunction, without bond, in addition to further rights at law or equity.

OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses arising from or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

The ENGINEER shall retain these records for a period of five (5) years following submission of its final report if required or upon completion of the Project. If the OWNER wishes the ENGINEER to retain documents for a longer period of time, the OWNER shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

D. Insurance

The ENGINEER shall procure and maintain insurance for the entire project period and for a period of three years thereafter, with the following coverages:

1. Workmen's Compensation Insurance in the statutory amount, including Employer's Liability Insurance for its employees.
2. The following on an Occurrence basis: (i) Comprehensive General Liability Insurance, covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned, and hired automobiles or vehicles, covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per occurrence; property damage with limits of \$100,000 per occurrence.
3. Professional Liability insurance of \$1,000,000 per claim.
4. The premium to be expended for all of the above-mentioned policies of insurance shall be paid by ENGINEER. The policies of insurance, certificates of insurance, and the insurance company or insurance companies issuing such policies or certificates of insurance must be acceptable to OWNER.
5. All certificates of insurance must be issued indicating that such policies of certificates are applicable to work being performed under a specific contract or to all work performed by ENGINEER for OWNER.
6. Certificates of Insurance shall be completed and submitted to OWNER before issuance of Notice-to-Proceed.
7. ENGINEER shall provide 30 days written notification of any change in the coverage amounts set forth in 1 thru 3 above. The insurance companies shall provide not less than thirty (30) days written notice of any cancellation of the above referenced policies. Such required notification by ENGINEER must be sent via Registered or Certified Mail or by overnight carrier to the address indicated below:

City of Bellevue, Wastewater Department, 8902 Cedar Island Road, Bellevue, NE 68147
8. The OWNER shall be named as an additional insured on the General Liability and Business Auto Liability insurance.

E. Certification

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by contractors. In performance of this work, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable standards of practice, the OWNER understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since a certification that certain conditions exist comprises an assurance of such conditions' existence, the OWNER agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the OWNER shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The OWNER also agrees that the OWNER shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

F. Buried Utilities and Subsurface Risks including Environmental Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

The OWNER will approve the location of these penetrations prior to their being made and the OWNER will authorize the ENGINEER to proceed. The OWNER agrees to waive any claim against the ENGINEER and to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's damaging underground utilities or other man-made objects that were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.

OWNER agrees and acknowledges that ENGINEER, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials commonly known as Hazardous Materials. Hazardous Material" means any hazardous, toxic or dangerous waste, substance or material, as defined for purposes of the CERCLA including asbestos, which would be in violation of any of the laws, rules or regulations pertaining to Hazardous Materials, which would require remediation. For the purposes of this Agreement, the term "Hazardous Material" shall include any substance defined as a "hazardous substance", "toxic substance", "industrial process waste", or "special waste" in CERCLA, except that for purposes of this Agreement the definition of Hazardous Material shall include petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas. To the extent such are discovered during the Project, ENGINEER shall not be responsible or liable for failing to discover same or anticipating the presence of same or any costs or expenses relating to same.

The OWNER acknowledges that the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials relating to Hazardous Materials and agrees to indemnify, defend and hold ENGINEER harmless from any claims relating to the discovery or presence of Hazardous Materials.

The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected in light of his or her own risk preferences and other considerations.

G. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days written notice (delivered by certified mail, return receipt requested) of intent to terminate. After receipt of the written notice of intent to terminate, the other party shall have 10 days to consult with the terminating party and to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the OWNER shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination, as well as those associated with termination. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed.

The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of a written notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

H. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Nebraska, Sarpy County.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties or be resolved by mediation or arbitration per subsection (J) below.

I. Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the OWNER nor the ENGINEER 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. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

J. Dispute Resolution

All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by OWNER and ENGINEER.

K. Construction Supervision

ENGINEER responsibilities under this Agreement do not include supervising construction methods or safety and jobsite protocols of the contractor performing the construction services pursuant to the Purposes nor does it include supervision or control over contractor sequencing or scheduling of work.

L. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control, including but not limited to (i) epidemic and or pandemic, which prevents performance of the obligations hereunder or performance is limited or prohibited by reason of government

administrative mandates or recommendation of health officials preventing the party to perform, (ii) acts of war, terrorism, civil unrest, or severe weather preventing performance, (iii) environmental conditions caused by unknown Hazardous Materials not known of at the date of this Agreement, (iv) strikes by suppliers or contractors, any of which cause the party to be unable to perform its obligations under the Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

Performance shall be delayed during the period of the occurrences and shall be reinstated upon the end of the event and performance shall be rescheduled taking into account the lost time and start up required to reasonably commence work again with a revised schedule as if the time period had not occurred but starting at the end of the Force Majeure. The party claiming Force Majeure shall provide written notice to the other party within five (5) business days of the occurrence and within two (2) business days of the termination. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

M. Engineer Liability

ENGINEER shall be responsible for all damages to life and property due to his activities or those of his agents or employees in connection with his services, except to the extent contributed to or caused by others and it is expressly understood that ENGINEER shall indemnify and hold OWNER harmless from any claims, suits, action, damages, and cost to every name and description arising out of or resulting from the performance of services rendered by ENGINEER under this Agreement, not to exceed the coverage provided in the required insurance policies set forth in Section VII D .

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this _____ day of _____, 20____.

For the OWNER:

Name

Printed

Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Michael N. Young

Name

Michael N. Young

Printed

Senior Vice President

Title

Attachment A - Scope of Services, Pricing, Map



August 19, 2022

Ms. Epiphany Ramos
Wastewater and Solid Waste Superintendent
City of Bellevue
8902 Cedar Island Road
Bellevue, Nebraska 60147

Subject: Proposal for Professional Engineering Services
2023 Flow Monitoring Planning

Dear Ms. Ramos:

RJN Group, Inc. is pleased to submit this proposal to provide engineering, field inspection, and GIS services to the City of Bellevue (City) related to planning for the installation of sanitary sewer flow meters at the connection points for City sewers to the City of Omaha's Papillion Creek Interceptor.

RJN, established in 1975, is a professional engineering consulting firm focused on providing innovative engineering solutions and GIS and field services. With over 90% of our clients being municipalities and public utilities, and over 85% of our work focused on sewer collection systems, we are uniquely qualified for this project.

Key Project Goals and Objectives

The primary goal of this project is to investigate up to 15 current connection points that the City of Bellevue has to the Papillion Creek Interceptor, both gravity and force main, and provide recommendations on how to meter the flow from each of the upstream basins.

The project will include the following:

- Locating, inspecting, and assessing the 15 sewer connections to the Papillion Creek interceptor, including the connection structure and manholes immediately upstream of the connection point to determine suitable sites for flow meter installation
- Delineating the sanitary sewer basins in the GIS
- Development of recommended plan for metering each connected basin
- Updating the City GIS based on field data collected

The City has indicated that there are 13 gravity connections and 2 force main connections to the Papillion Creek Interceptor. These are shown on the attached exhibit. The location of some of these sites may require the assistance of City staff. RJN staff will assess each connection point, and locations upstream of the connection point, for suitability for installation of metering equipment. The assessment will evaluate the hydraulics of each location, accessibility, and safety. The recommendations will consider both the use of an existing MH, or installation of a purpose-built metering structure, as well as multiple flow measurement approaches. Based on input from City staff it is understood that several locations may be subject to high levels of H₂S.

Attachment A

Price and Schedule Summary

This project will be invoiced on a Time and Materials Basis for all work identified, to a not to exceed amount of \$20,000. Mobilization of Field crews will be from the RJN Omaha office. Complete Scope of Services and Pricing are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Map

We are looking forward to the opportunity to work with the City of Bellevue on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Randy at 918.231.0408 or Karol at 630.779.7449 if you would like to discuss this proposal or have any questions.

Sincerely,



Randall Brodner, PE
Vice President & Project Manager



Karol G. Giokas, PE
Senior Project Manager



EXHIBIT A SCOPE OF SERVICES

Services expected to be provided under this on-call contract may include:

1. Meet with City staff to establish goals of flow metering.
2. Inspect up to 15 connections (gravity and force main) from the Bellevue system to the Papillion Creek Interceptor.
 - a. Location of all connection site locations to be evaluated with City staff assistance, including the current connection structure and at least one upstream structure
 - b. Assessment of site suitability for flow metering, including as appropriate,
 - i. Structural condition
 - ii. Hydraulic conditions
 - iii. Surface accessibility
 - iv. Maintenance accessibility
 - v. Atmospheric conditions
3. Delineate sanitary sewer basins in the GIS for each connection site.
 - a. Establish quantities for parcels, structures, feet of sewer, etc.
 - b. Incorporate projected growth areas into quantities
4. Develop recommended plan for installation of metering capability for each connected basin.
 - a. Considerations include:
 - i. City accuracy needs
 - ii. Existing structure vs. purpose-built structure
 - iii. Flow measurement approach
 - iv. Access limitations/requirements
 - v. City budgetary constraints
 - b. Provide preliminary plan for each location.
5. Meet with City staff to review plan and establish next steps.
6. Update the City GIS based on field findings.
7. Assist City with procurement as requested.

Project Management

1. Provide project management services for the duration of the contract.



EXHIBIT B PRICING

Pricing Summary

Work will be completed as directed by the City on a time and materials basis.

All services will be billed on an hourly basis using the rate structure(s) defined below.

Hourly Rate Schedule

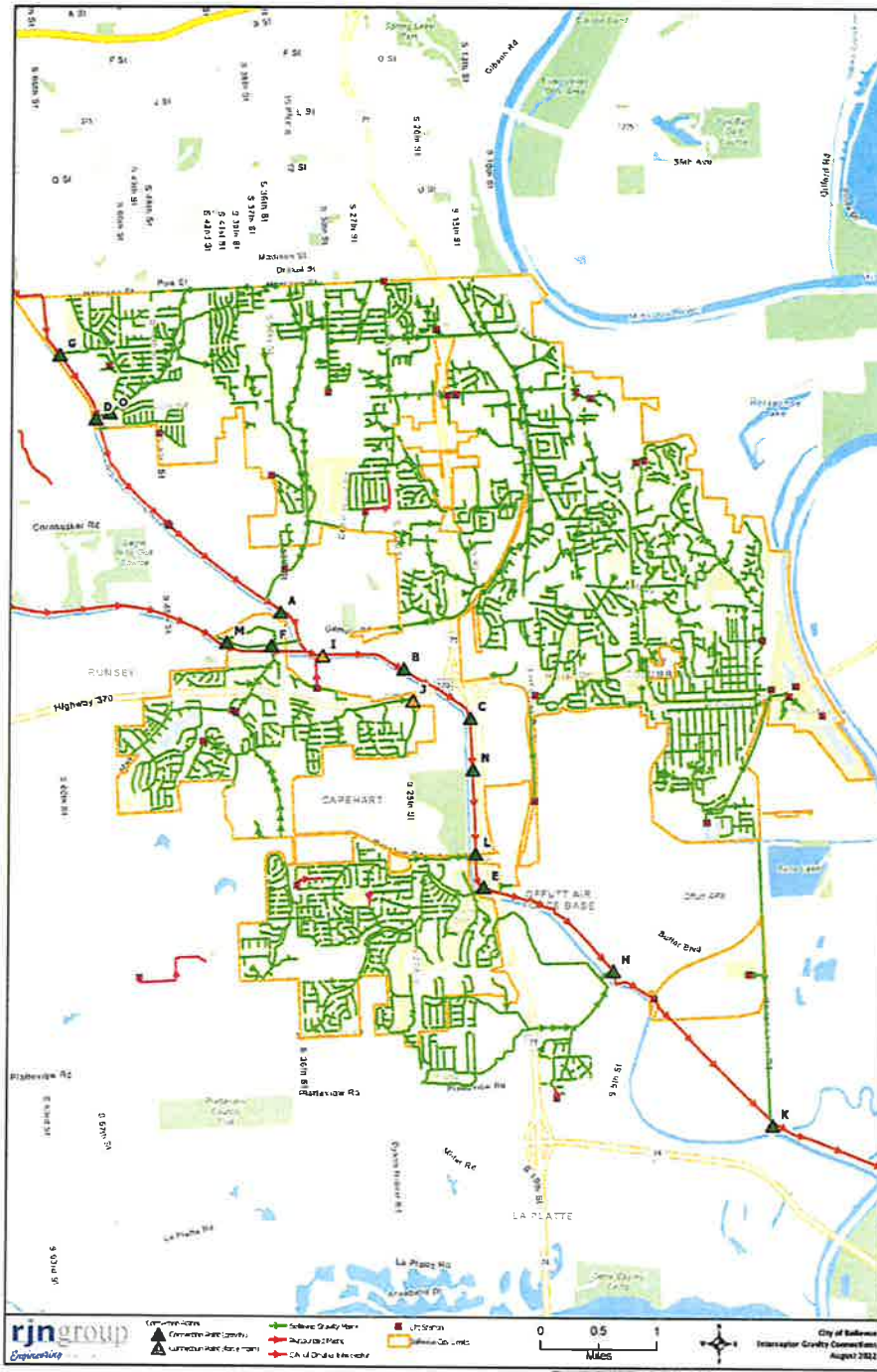
	Classification	2023 Rates*
PD	Project Director	\$250
SPM	Senior Project Manager	\$210
PM	Project Manager	\$185
SCM	Senior Construction Manager	\$175
CM	Construction Manager	\$155
CO	Construction Observer	\$130
SPE	Senior Project Engineer	\$155
PE	Project Engineer	\$140
EI	Engineer I	\$120
GSS	GIS Specialist	\$120
GIS	GIS Analyst	\$105
SDA	Senior Data Analyst	\$120
DA	Data Analyst	\$100
FM	Field Manager	\$105
FS	Field Supervisor	\$95
FT	Field Technician	\$85
AS	Administrative Support	\$95

Notes:

- RJN vehicle use will be billed at \$110/day.
- Rates are valid through December 31, 2023.
- Direct expenses will be billed at cost plus 10%.



EXHIBIT C MAP



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
10/18/2022

COUNCIL MEETING DATE: 10/18/2022	SUBMITTED BY: Doug Clark, Public Works Director	Epiphany Ramos, Wastewater Operations Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Whitted Creek Sanitary Basin Modeling - Amendment No. 2

SYNOPSIS/BACKGROUND:

On February 16, 2021, the City Council approved and authorized the Mayor to sign an agreement in an amount not to exceed \$34,750.00 with RJN Group, Inc. to perform geographic information system (GIS) analysis and update for the Whitted Creek sanitary sewer basin network. Amendment No. 1 was for additional GIS analysis and updates increasing the agreement by \$10,000.00. Amendment No. 2 is to review that the City has additional As-built's that need to be reviewed and digitized in GIS.

FISCAL IMPACT: \$7,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: RJN Group, Inc INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Whitted Creek Sanitary Basin Modeling Project Amendment No. 2

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Whitted Creek Sanitary Basin Modeling Project

START DATE: 02/16/2021 END DATE: 12/31/2022 PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: Sewer System Modeling CIP PROJECT NUMBER: WW21(2)

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

ACCOUNTING DISTRUBUTION CODE: CIPWW21(2) ACCOUNT NUMBER: 7000

RECOMMENDATION:

City Council approve and authorize the Mayor to sign Amendment No. 2 to the original agreement with RJN Group, Inc., increasing the agreement for the Whitted Creek Sanitary Basin Modeling Project by \$7,000.00.

ATTACHMENTS:

- Amendment No. 2
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roberts
[Signature]

CITY OF BELLEVUE, NE
AMENDMENT NO. 2
FOR
BELLEVUE, NE – GIS GAP ANALYSIS
WITH
RJN GROUP. INC.

In accordance with the AGREEMENT for Bellevue, NE – GIS Gap Analysis dated February 16, 2021, between the City of Bellevue, Nebraska (hereinafter called OWNER) and RJN GROUP, INC. (hereinafter called ENGINEER), OWNER hereby authorizes ENGINEER to proceed with the following services:

Section I - Project Description

Under the AGREEMENT, the OWNER retained RJN Group to provide GIS Gap Analysis & Update. The Project included reviewing the City's existing GIS in detail, denoting discrepancies in the data, areas of potential missing data, and locations that require further analysis. As a part of the review, connectivity, pipe direction, pipe diameter, pipe material, rehabilitation records, manholes information, and elevations will be reviewed and updated, as necessary. It has since been determined that the City has additional As-built's that need to be reviewed and digitized into GIS.

Section II - Scope

The ENGINEER shall review the additional As-builts that have been supplied by the City and update the GIS to accurately reflect the sanitary sewer systems connectivity. This will be carried out utilizing the procedures identified in the original Scope of the AGREEMENT.

Section III - Time of Service

ENGINEER will proceed with providing the services set forth herein immediately upon execution of this Authorization. With the additional workload, RJN Group estimates this work to be completed and have the data delivered to the City by December 31th, 2022.

Section IV - Compensation

OWNER shall compensate ENGINEER for providing these additional services a total sum not-to-exceed \$7,000, for a revised total not-to-exceed contract amount of \$51,750. The additional services will be invoiced on a time and materials basis per the AGREEMENT.

All prices will remain firm for the initial term of the AGREEMENT period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least 60 days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

In consideration of the mutual covenants and Agreements herein contained, the OWNER and ENGINEER stipulate and agree that the Agreement for Bellevue, NE – GIS Gap Analysis dated February 16, 2021, is hereby amended as described in Exhibits A, attached hereto and made part of this agreement.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this ____ day of _____, 2022.

AUTHORIZED BY:
CITY OF BELLEVUE, Nebraska

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

RJN Group, Inc.

By: Michael N. Young

Name: Michael N. Young

Title: Senior Vice President

Date: 8/19/22

END OF AMENDMENT

EXHIBIT A – [MEMORANDUM]

Section V - Memorandum

To: Epiphany Ramos, Wastewater Operation Manager
CC: Karol Giokas, Senior Project Manager
From: Sanjiv Vajjala, GIS Senior Specialist
RJN Group
Date: August 19, 2022
Subject: **Amendment No. 2 to GIS Gap Analysis & Update Whitted Creek Sanitary Basin Contract**

Dear Ms. Ramos,

RJN Group, Inc. is please to submit amendment No. 2 to the GIS Gap Analysis & Update contract. During our project status meeting and discussion on August 11, 2022, RJN Group has notified the client of additional effort that will be needed to complete the incorporation of the Whitted Creek basin GIS data. RJN Group estimates this additional effort to complete not to exceed \$7,000.

Sincerely



Sanjiv Vajjala

AGREEMENT
BETWEEN
CITY OF BELLEVUE, NEBRASKA
AND
RJN GROUP, INC.

THIS AGREEMENT dated August 19, 2022 by and between the City of Bellevue, Nebraska, hereinafter called OWNER and RJN GROUP, INC., with an office in Wheaton, Illinois, hereinafter called ENGINEER.

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for a project generally described as GIS Gap analysis & Update – Big Elk, Copper Creek & Sun Valley Basins.

WHEREAS, the ENGINEER desires to perform such services to the OWNER in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Attachment A "Scope of Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule. The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence. Attachment A Page 7 "Proposed Schedule" is hereby incorporated by reference and made part of this AGREEMENT.

Section IV - Payment for Services

Payment to ENGINEER shall be made as follows:

A. Payment for Services

The OWNER recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the OWNER a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed the forestated amounts without prior authorization by the OWNER.

OWNER shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1½ % per month from the date of invoice. Additionally, ENGINEER may, upon five (5) calendar days' written notice to OWNER, suspend all Services until paid in full and may terminate the AGREEMENT.

If the OWNER objects to all or any portion of an invoice or asserts a claim against the services performed or claims the services have not been performed as per this Agreement, the OWNER shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

OWNER has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing and has the right to make a claim for work performed which is not in accordance with this Agreement. Until said appeal is resolved, or clarification is issued, no interest will accrue on monies due. The OWNER shall exercise reasonableness in contesting any invoice or portion thereof. Any payment in dispute by the OWNER shall not be deemed

waived nor forgiven, unless such objection is agreed upon in writing by the ENGINEER, or if agreement cannot be reached, such shall be finally resolved by mediation or arbitration in accordance with Section VII (k). If it is determined in an action under (VII)(k) that the objection of the OWNER was not in good faith or was not reasonable, the accrued interest shall be deemed earned from the date the disputed amount was originally due.

Section V - Services to be Provided by the Owner

A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work.

B. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimized the consequences of a defect.

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the OWNER shall pay the ENGINEER a maximum not to exceed cost of \$27,500. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of these services, and as further described in Attachment A.

All prices will remain firm for the initial term of the Agreement period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least 60 days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most

recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

E. Changes of Scope

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the OWNER agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

Section VI - Construction Cost and Opinions of Cost

The ENGINEER shall submit to the OWNER an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site recognizing that assumptions cannot account for unknown conditions encountered on site nor the pricing nor the ability of individual contractors retained by OWNER to perform the Project; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ, including cost increases which may occur per the terms of the construction contract; contractor's techniques in determining prices and market conditions at the time, and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost nor does it have control over the contract charges of proposed contractors, and, in recognition of that fact, the OWNER specifically waives any claim of any nature against the ENGINEER relative to the accuracy of the ENGINEER's opinion of probable construction cost. If prior to the Bidding or Negotiation Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation,

expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the OWNER and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the ENGINEER as instruments of service are deemed work product of the ENGINEER and is deemed confidential and proprietary information and the sole property of the Engineer ("Work Product") including all copyrights and statutory and common law rights to the Work Product. The Work Product is hereby provided and licensed to the OWNER in perpetuity as long as and only to the extent such is utilized for the Project and no other purpose. OWNER may not disclose the Work Product to any parties but for purposes of the Project and its future operation including maintenance or modification of the Purpose in the future. In the event of disclosure of any Work Product by OWNER which is not in compliance with the terms herein, it is agreed that monetary damages may not be sufficient alone, and that the ENGINEER would be entitled to proceed to request an injunction, without bond, in addition to further rights at law or equity.

OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising from or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

The ENGINEER shall retain these records for a period of five (5) years following submission of its final report if required or upon completion of the Project. If the OWNER wishes the ENGINEER to retain documents for a longer period of time, the OWNER shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

D. Insurance

The ENGINEER shall procure and maintain insurance for the entire project period and for a period of three years thereafter, with the following coverages:

1. Workmen's Compensation Insurance in the statutory amount, including Employer's Liability Insurance for its employees.
2. The following on an Occurrence basis: (i) Comprehensive General Liability Insurance, covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned, and hired automobiles or vehicles, covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per occurrence; property damage with limits of \$100,000 per occurrence.
3. Professional Liability insurance of \$1,000,000 per claim.
4. The premium to be expended for all of the above-mentioned policies of insurance shall be paid by ENGINEER. The policies of insurance, certificates of insurance, and the insurance company or insurance companies issuing such policies or certificates of insurance must be acceptable to OWNER.
5. All certificates of insurance must be issued indicating that such policies of certificates are applicable to work being performed under a specific contract or to all work performed by ENGINEER for OWNER.
6. Certificates of Insurance shall be completed and submitted to OWNER before issuance of Notice-to-Proceed.
7. ENGINEER shall provide 30 days written notification of any change in the coverage amounts set forth in 1 thru 3 above. The insurance companies shall provide not less than thirty (30) days written notice of any cancellation of the above referenced policies. Such required notification by ENGINEER must be sent via Registered or Certified Mail or by overnight carrier to the address indicated below:

Ms. Epiphany Ramos, Wastewater Operations Manager, City of Bellevue, 8902 Cedar Island Road, Bellevue, Nebraska, 60147
8. The OWNER shall be named as an additional insured on the General Liability and Business Auto Liability insurance.

E. Certification

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by contractors. In performance of this work, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable standards of practice, the OWNER understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since a certification that certain conditions exist comprises an assurance of such conditions' existence, the OWNER agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the OWNER shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The OWNER also agrees that the OWNER shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

F. Buried Utilities and Subsurface Risks including Environmental Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

The OWNER will approve the location of these penetrations prior to their being made and the OWNER will authorize the ENGINEER to proceed. The OWNER agrees to waive any claim against the ENGINEER and to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's damaging underground utilities or other man-made objects that were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.

OWNER agrees and acknowledges that ENGINEER, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials commonly known as Hazardous Materials. Hazardous Material" means any hazardous, toxic or dangerous waste, substance or material, as defined for purposes of the CERCLA including asbestos, which would be in violation of any of the laws, rules or regulations pertaining to Hazardous Materials, which would require remediation. For the purposes of this Agreement, the term "Hazardous Material" shall include any substance defined as a "hazardous substance", "toxic substance", "industrial process waste", or "special waste" in CERCLA, except that for purposes of this Agreement the definition of Hazardous Material shall include petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas. To the extent such are discovered during the Project, ENGINEER shall not be responsible or liable for failing to discover same or anticipating the presence of same or any costs or expenses relating to same.

The OWNER acknowledges that the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials relating to Hazardous Materials and agrees to indemnify, defend and hold ENGINEER harmless from any claims relating to the discovery or presence of Hazardous Materials.

The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected in light of his or her own risk preferences and other considerations.

G. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days written notice (delivered by certified mail, return receipt requested) of intent to terminate. After receipt of the written notice of intent to terminate, the other party shall have 10 days to consult with the terminating party and to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the OWNER shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination, as well as those associated with termination. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed.

The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of a written notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

H. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Nebraska, Sarpy County.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties or be resolved by mediation or arbitration per subsection (J) below.

I. Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the OWNER nor the ENGINEER 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. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

J. Dispute Resolution

All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by OWNER and ENGINEER.

K. Construction Supervision

ENGINEER responsibilities under this Agreement do not include supervising construction methods or safety and jobsite protocols of the contractor performing the construction services pursuant to the Purposes nor does it include supervision or control over contractor sequencing or scheduling of work.

L. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control, including but not limited to (i) epidemic and or pandemic, which prevents performance of the obligations hereunder or performance is limited or prohibited by reason of government

administrative mandates or recommendation of health officials preventing the party to perform, (ii) acts of war, terrorism, civil unrest, or severe weather preventing performance, (iii) environmental conditions caused by unknown Hazardous Materials not known of at the date of this Agreement, (iv) strikes by suppliers or contractors, any of which cause the party to be unable to perform its obligations under the Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

Performance shall be delayed during the period of the occurrences and shall be reinstated upon the end of the event and performance shall be rescheduled taking into account the lost time and start up required to reasonably commence work again with a revised schedule as if the time period had not occurred but starting at the end of the Force Majeure. The party claiming Force Majeure shall provide written notice to the other party within five (5) business days of the occurrence and within two (2) business days of the termination. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

M. Engineer Liability

ENGINEER shall be responsible for all damages to life and property due to his activities or those of his agents or employees in connection with his services, except to the extent contributed to or caused by others and it is expressly understood that ENGINEER shall indemnify and hold OWNER harmless from any claims, suits, action, damages, and cost to every name and description arising out of or resulting from the performance of services rendered by ENGINEER under this Agreement, not to exceed the coverage provided in the required insurance policies set forth in Section VII D .

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this _____ day of _____, 20_____.

For the OWNER:

Name

Printed

Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Michael N. Young

Name

Michael N. Young

Printed

Senior Vice President

Title

Attachment A - Scope of Services, Pricing, Schedule, Map



August 19, 2022

Ms. Epiphany Ramos
Wastewater Operations Manager
City of Bellevue
8902 Cedar Island Road
Bellevue, Nebraska 60147

Subject: Proposal for GIS Gap Analysis & Update – Big Elk, Copper Creek & Sun Valley Sanitary Basins

Dear Ms. Ramos:

RJN Group, Inc. is pleased to submit this proposal to the City of Bellevue for evaluating the City's Geographic Information System (GIS) inventory and geodatabase population for the City's Big Elk, Copper Creek, and Sun Valley sanitary sewer basin network.

Key Project Goals and Objectives

The City's Big Elk, Copper Creek, and Sun Valley basins includes approximately 18 miles of sewers in an area of approximately 1.86 square miles. It is generally bounded by the Big Papillion Creek on the west, Giles Road on the south, S 42nd Street on the east, and Harrison Street on the north as seen in Exhibit D. The basin discharges into the City of Omaha's Papillion Creek interceptor near Aspen Park and Copper Creek Park where it is conveyed to Omaha's Papillion Creek Wastewater Treatment Plant (WWTP) near the Missouri River south of the City.

Sarpy County manages the GIS system for the City. The sewer layers are built using the ESRI Local Government Data Model. The City has their collection system mapped in GIS; however, much of the data in the system is legacy data that was converted from past AutoCAD and paper maps. The City uses GIS for incorporation into their asset management, work order management, and hydraulic models, so it is critically important for the spatial and attribute information to be accurate.

RJN will obtain the updated GIS from the County, review the City's existing GIS in detail, denoting discrepancies in the data, areas of potential missing data, and locations that require further analysis. As a part of the review, connectivity, pipe direction, pipe diameter, pipe material, rehabilitation records, manhole information, and elevations will be reviewed and updated, as necessary.

Following the initial review, RJN will consult with the City to determine what as-built drawings or other historical information may be available to help fill in the data gaps or clear up discrepancies. If drawings or other information is available, RJN will get these resources from the City, review, and update the GIS as appropriate. We have allocated 120 hours of GIS time for this phase of the study.

Attachment A

When this process is complete, RJN will coordinate with the County to provide the updated GIS database and coordination with Sarpy County for integration into the Countywide GIS and assist with the incorporation. RJN will provide a written summary of the work completed, system, and recommendations for the acquisition of any other missing data from the study.

Communication and Assuring Quality

Our primary responsibility is to understand the goals of the City and to tailor our efforts to meet these goals. For a project like this, goals are typically focused on getting the best possible dataset into GIS in the most efficient way possible. To accomplish these goals, strong communication will be needed between City staff, County GIS staff, and RJN. That is why, following an initial data gathering and review effort, we will meet to ensure that all resources are known, workflows are developed, and a firm plan is in place.

Price and Schedule Summary

This project will be invoiced on a Time and Materials Basis for a total not-to-exceed fee of \$27,500. The project is expected to be completed within six months. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Basin Map

We are looking forward to the opportunity to continue work with the City of Bellevue on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Sanjiv at 314.588.9764 if you would like to discuss this proposal or have any questions.

Sincerely,



Sanjiv Vajjala
GIS Senior Specialist



Karol G. Giokas, PE
Senior Project Manager



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services to conduct the GIS gap analysis & update of the Big Elk, Copper Creek & Sun Valley sanitary basin's for the City of Bellevue.

- 1. Kickoff Virtual Meeting**
 - a. Meet virtually with City's Wastewater Department and the Sarpy County GIS Coalition to discuss the overall goals and expectations of the project, GIS database availability, and additional resources available for review.

- 2. Initial GIS Review**
 - a. Review GIS geodatabases provided by the City/Coalition.
 - b. Review pipe connectivity and look for gaps in the target sewer basins.

- 3. GIS Evaluation**
 - a. Evaluate the sewer databases for discrepancies in the data, areas of potential missing data, and locations that require further analysis.
 - b. Review and research the following pipe attribute data:
 - i. Pipe flow direction
 - ii. Pipe diameter
 - iii. Pipe material
 - iv. Pipe invert elevations
 - v. Pipe rehabilitation records (point repairs, CIPP lining, etc.).
 - c. Review and research the following manhole attribute data:
 - i. Manhole material
 - ii. Manhole location/address
 - iii. Manhole depth
 - iv. Rim elevation
 - v. Manhole rehabilitation records.

- 4. Midpoint Review**
 - a. Meet to discuss initial results and gaps in the data.
 - b. Obtain as-built drawings and other historical information from the City to help identify missing information.

- 5. Data Gap Updates**
 - a. Work with collected secondary information to fill in data gaps in the City's GIS.

- 6. Summary Deliverables**
 - a. Summarize the work completed and recommend next steps to collect missing data in a Summary Memorandum for the City.
 - b. Provide updated GIS geodatabase to the County Coalition for incorporation and updating.

Attachment A

- c. Provide summary of changes made and list of new structures for the County's use in updating the GIS.

7. Project Management

- a. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.
- b. Provide monthly updates to the City.
- c. Conduct virtual meetings as necessary.

Items Requested from the City

1. Assistance in coordinating with the Sarpy County GIS Coalition in obtaining the City's sanitary geodatabases and background GIS information
2. As-built drawings, historical atlases, and other information for review to update GIS

Items not Included in this Scope

1. On-site data collection and field services



EXHIBIT B PRICING

Pricing for the GIS Analysis & Update project is as follows:

Pricing Terms for Invoicing: Time & Materials

Not-To-Exceed Total Cost: \$27,500

Estimated Pricing

Service	Hours	Total Cost
Kickoff Meeting & Initial GIS Review	26	\$3,400
GIS Evaluation & Midpoint Review	28	\$3,700
Data Gap Updates	100	\$14,200
Summary, Data Transfer, & Project Management	38	\$6,000

Hourly Rate Schedule

Classification	2023 Rates*
PD Project Director	\$250
SPM Senior Project Manager	\$210
PM Project Manager	\$185
SCM Senior Construction Manager	\$175
CM Construction Manager	\$155
CO Construction Observer	\$130
SPE Senior Project Engineer	\$155
PE Project Engineer	\$140
EI Engineer I	\$120
GSS GIS Specialist	\$120
GIS GIS Analyst	\$105
SDA Senior Data Analyst	\$120
DA Data Analyst	\$100
FM Field Manager	\$105
FS Field Supervisor	\$95
FT Field Technician	\$85
AS Administrative Support	\$95

Notes:

- RJN vehicle use will be billed at \$110/day.
- Rates are valid through December 31, 2023.
- Direct expenses will be billed at cost plus 10%.

Attachment A

Contract Option

This contract can be amended to include additional work upon joint approval by the City and RJN.



EXHIBIT C

PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement.

Task	Timeline
Kickoff Meeting	Within three weeks of an agreement
Midpoint Review	Within two months of Kickoff Meeting
Final Submittals	Within two months of Midpoint Review

rjn
group
EXHIBIT D
BASIN MAP



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Doug Clark, Public Works Director		Epiphany Ramos - Wastewater Operations Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LICOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Proposal for 2023 Professional On-Call Engineering, Field, and GIS Services

SYNOPSIS/BACKGROUND:

Following the successful completion of evaluating and updating the GIS for sewer asset inventory located within the City's Whitted Creek sewer basin, The City has requested RJN to submit a proposal for on-call services to support further City system improvement efforts. RJN will provide on-call assistance that may include, planning, assessments, reviews, field inspections, GIS updates etc.

FISCAL IMPACT: \$10,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: RJN Group, Inc INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 2023 Professional On-Call Engineering, Field, and GIS Services

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2023 Professional On-Call Engineering Services-Whitted Creek sewer basin.

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: 6034 ACCOUNT NUMBER: 20-00-6034

RECOMMENDATION:

For the City Council to approve and authorize the Mayor to sign the proposal between the City of Bellevue and RJN Group, Inc. in the amount not to exceed \$10,000.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

AB [Signature]

[Signature]

[Signature]

AGREEMENT
BETWEEN
CITY OF BELLEVUE, NEBRASKA
AND
RJN GROUP, INC.

THIS AGREEMENT dated October 18, 2022 by and between the City of Bellevue, Nebraska, hereinafter called OWNER and RJN GROUP, INC., with an office in Wheaton, Illinois, hereinafter called ENGINEER.

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for a project generally described as Engineering, GIS, and field services to assist the City with location, condition assessment, and rehabilitation recommendations of the sanitary sewer system, as requested by the City.

WHEREAS, the ENGINEER desires to perform such services to the OWNER in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Attachment A "Scope of Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule. The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence.

Section IV - Payment for Services

Payment to ENGINEER shall be made as follows:

A. Payment for Services

The OWNER recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the OWNER a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed the forestated amounts without prior authorization by the OWNER.

OWNER shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1½ % per month from the date of invoice. Additionally, ENGINEER may, upon five (5) calendar days' written notice to OWNER, suspend all Services until paid in full and may terminate the AGREEMENT.

If the OWNER objects to all or any portion of an invoice or asserts a claim against the services performed or claims the services have not been performed as per this Agreement, the OWNER shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

OWNER has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing and has the right to make a claim for work performed which is not in accordance with this Agreement. Until said appeal is resolved, or clarification is issued, no interest will accrue on monies due. The OWNER shall exercise reasonableness in contesting any invoice or portion thereof. Any payment in dispute by the OWNER shall not be deemed waived nor forgiven, unless such objection is agreed upon in writing by the ENGINEER, or if

agreement cannot be reached, such shall be finally resolved by mediation or arbitration in accordance with Section VII (k). If it is determined in an action under (VII)(k) that the objection of the OWNER was not in good faith or was not reasonable, the accrued interest shall be deemed earned from the date the disputed amount was originally due.

Section V - Services to be Provided by the Owner

A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work.

B. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimize the consequences of a defect.

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the OWNER shall pay the ENGINEER a maximum not to exceed cost of \$10,000. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of these services, and as further described in Attachment A.

All prices will remain firm for the initial term of the Agreement period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least 60 days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most

recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

E. Changes of Scope

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the OWNER agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

Section VI - Construction Cost and Opinions of Cost

The ENGINEER shall submit to the OWNER an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site recognizing that assumptions cannot account for unknown conditions encountered on site nor the pricing nor the ability of individual contractors retained by OWNER to perform the Project; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ, including cost increases which may occur per the terms of the construction contract; contractor's techniques in determining prices and market conditions at the time, and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost nor does it have control over the contract charges of proposed contractors, and, in recognition of that fact, the OWNER specifically waives any claim of any nature against the ENGINEER relative to the accuracy of the ENGINEER's opinion of probable construction cost. If prior to the Bidding or Negotiation Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation,

expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the OWNER and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the ENGINEER as instruments of service are deemed work product of the ENGINEER and is deemed confidential and proprietary information and the sole property of the Engineer ("Work Product") including all copyrights and statutory and common law rights to the Work Product. The Work Product is hereby provided and licensed to the OWNER in perpetuity as long as and only to the extent such is utilized for the Project and no other purpose. OWNER may not disclose the Work Product to any parties but for purposes of the Project and its future operation including maintenance or modification of the Purpose in the future. In the event of disclosure of any Work Product by OWNER which is not in compliance with the terms herein, it is agreed that monetary damages may not be sufficient alone, and that the ENGINEER would be entitled to proceed to request an injunction, without bond, in addition to further rights at law or equity.

OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses arising from or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

The ENGINEER shall retain these records for a period of five (5) years following submission of its final report if required or upon completion of the Project. If the OWNER wishes the ENGINEER to retain documents for a longer period of time, the OWNER shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

D. Insurance

The ENGINEER shall procure and maintain insurance for the entire project period and for a period of three years thereafter, with the following coverages:

1. Workmen's Compensation Insurance in the statutory amount, including Employer's Liability Insurance for its employees.
2. The following on an Occurrence basis: (i) Comprehensive General Liability Insurance, covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned, and hired automobiles or vehicles, covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per occurrence; property damage with limits of \$100,000 per occurrence.
3. Professional Liability insurance of \$1,000,000 per claim.
4. The premium to be expended for all of the above-mentioned policies of insurance shall be paid by ENGINEER. The policies of insurance, certificates of insurance, and the insurance company or insurance companies issuing such policies or certificates of insurance must be acceptable to OWNER.
5. All certificates of insurance must be issued indicating that such policies of certificates are applicable to work being performed under a specific contract or to all work performed by ENGINEER for OWNER.
6. Certificates of Insurance shall be completed and submitted to OWNER before issuance of Notice-to-Proceed.
7. ENGINEER shall provide 30 days written notification of any change in the coverage amounts set forth in 1 thru 3 above. The insurance companies shall provide not less than thirty (30) days written notice of any cancellation of the above referenced policies. Such required notification by ENGINEER must be sent via Registered or Certified Mail or by overnight carrier to the address indicated below:

Ms. Epiphany Ramos, Wastewater Operations Manager, City of Bellevue, 8902 Cedar Island Road, Bellevue, Nebraska, 60147
8. The OWNER shall be named as an additional insured on the General Liability and Business Auto Liability insurance.

E. Certification

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by contractors. In performance of this work, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable standards of practice, the OWNER understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since a certification that certain conditions exist comprises an assurance of such conditions' existence, the OWNER agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the OWNER shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The OWNER also agrees that the OWNER shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

F. Buried Utilities and Subsurface Risks including Environmental Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

The OWNER will approve the location of these penetrations prior to their being made and the OWNER will authorize the ENGINEER to proceed. The OWNER agrees to waive any claim against the ENGINEER and to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's damaging underground utilities or other man-made objects that were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.

OWNER agrees and acknowledges that ENGINEER, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials commonly known as Hazardous Materials. Hazardous Material" means any hazardous, toxic or dangerous waste, substance or material, as defined for purposes of the CERCLA including asbestos, which would be in violation of any of the laws, rules or regulations pertaining to Hazardous Materials, which would require remediation. For the purposes of this Agreement, the term "Hazardous Material" shall include any substance defined as a "hazardous substance", "toxic substance", "industrial process waste", or "special waste" in CERCLA, except that for purposes of this Agreement the definition of Hazardous Material shall include petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas. To the extent such are discovered during the Project, ENGINEER shall not be responsible or liable for failing to discover same or anticipating the presence of same or any costs or expenses relating to same.

The OWNER acknowledges that the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials relating to Hazardous Materials and agrees to indemnify, defend and hold ENGINEER harmless from any claims relating to the discovery or presence of Hazardous Materials.

The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected in light of his or her own risk preferences and other considerations.

G. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days written notice (delivered by certified mail, return receipt requested) of intent to terminate. After receipt of the written notice of intent to terminate, the other party shall have 10 days to consult with the terminating party and to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the OWNER shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination, as well as those associated with termination. - Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed.

The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of a written notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

H. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Nebraska, Sarpy County.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties or be resolved by mediation or arbitration per subsection (J) below.

I. Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the OWNER nor the ENGINEER 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. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

J. Dispute Resolution

All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by OWNER and ENGINEER.

K. Construction Supervision

ENGINEER responsibilities under this Agreement do not include supervising construction methods or safety and jobsite protocols of the contractor performing the construction services pursuant to the Purposes nor does it include supervision or control over contractor sequencing or scheduling of work.

L. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control, including but not limited to (i) epidemic and or pandemic, which prevents performance of the obligations hereunder or performance is limited or prohibited by reason of government

administrative mandates or recommendation of health officials preventing the party to perform, (ii) acts of war, terrorism, civil unrest, or severe weather preventing performance, (iii) environmental conditions caused by unknown Hazardous Materials not known of at the date of this Agreement, (iv) strikes by suppliers or contractors, any of which cause the party to be unable to perform its obligations under the Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

Performance shall be delayed during the period of the occurrences and shall be reinstated upon the end of the event and performance shall be rescheduled taking into account the lost time and start up required to reasonably commence work again with a revised schedule as if the time period had not occurred but starting at the end of the Force Majeure. The party claiming Force Majeure shall provide written notice to the other party within five (5) business days of the occurrence and within two (2) business days of the termination. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

M. Engineer Liability

ENGINEER shall be responsible for all damages to life and property due to his activities or those of his agents or employees in connection with his services, except to the extent contributed to or caused by others and it is expressly understood that ENGINEER shall indemnify and hold OWNER harmless from any claims, suits, action, damages, and cost to every name and description arising out of or resulting from the performance of services rendered by ENGINEER under this Agreement, not to exceed the coverage provided in the required insurance policies set forth in Section VII D .

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this _____
_____ day of _____ 20__.

For the OWNER:

Name

Printed

Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Name *J. J. /*

Attie K. file-1j

Printed
Senior Vice President

Title

Attachment A - Scope of Services, Pricing



August 19, 2022

Ms. Epiphany Ramos Wastewater
Operations Manager City
of Bellevue
8902 Cedar Island Road
Bellevue, Nebraska 60147

Subject: Proposal for 2023 Professional On-Call Engineering, Field, and GIS Services

Dear Ms. Ramos:

RJN Group, Inc. is pleased to submit this proposal to provide as-needed, on-call engineering, field, and GIS services to the City of Bellevue (City) related to the sanitary sewer system. RJN, established in Wheaton in 1975, is a professional engineering and field services firm focused on underground municipal infrastructure. We have worked with hundreds of communities and have evaluated over a quarter-billion feet of pipelines in our 47-year history.

Key Project Goals and Objectives

Following the successful completion of evaluating and updating the GIS for sewer asset inventory located within the City's Whitted Creek sewer basin, the City has requested RJN to submit a proposal for on-call services to support further City system improvement efforts. This proposal is being submitted to provide general collection system engineering, field, and GIS services on an on-call basis to allow the City flexibility to address collection system related items as they arise. RJN will provide on-call assistance that may include, planning, assessments, reviews, field inspections, GIS updates, etc.

When a task is identified by the City, RJN will provide an estimate of number of hours or any unit pricing that is not covered in the pricing below.

Price and Schedule Summary

This project will be invoiced on a Time and Materials Basis for office work and a Unit Rate Schedule for the field services identified, to a not to exceed amount of \$10,000. Complete Scope of Services and Pricing are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing

Attachment A

We are looking forward to the opportunity to work with the City of Bellevue on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Randy at 918.231.0408 if you would like to discuss this proposal or have any questions.

Sincerely,



Randall Brodner, PE
Vice President & Project Manager



Karol G. Giokas, PE
Senior Project Manager



EXHIBIT A SCOPE OF SERVICES

Services expected to be provided under this on-call contract may include:

Engineering/GIS Services

1. Provide general sewer consulting services and attend meetings with the City on an as-needed basis.
2. Review of previously collected inspection data.
3. Review of sewer televising data and videos.
4. Provide rehabilitation recommendations for reviewed data.
5. GIS services including planning for and incorporation of field collected data and coordination with Sarpy County.

Field Services

1. Conducting sewer field inspections including structure data collection for GIS asset updates – to include:
 - a. Structure rim survey
 - b. Structure rim to invert depth
 - c. Connecting sewer material
 - d. Connecting sewer diameter, estimated.
2. Attempts to locate/open structures will take no more than 15 minutes.
3. Any planning, data processing and reporting for field services will be charged under the hourly rate schedule.
4. Other field service rates may be negotiated.

Project Management

1. Provide project management services for the duration of the contract.



EXHIBIT B PRICING

Pricing Summary

Work will be completed as directed by the City on a time and materials or unit basis.

Engineering and GIS On-call services will be billed on an hourly basis using the rate structure(s) defined below.

Hourly Rate Schedule

	Classification	2023 Rates*
PD	Project Director	\$250
SPM	Senior Project Manager	\$210
PM	Project Manager	\$185
SCM	Senior Construction Manager	\$175
CM	Construction Manager	\$155
CO	Construction Observer	\$130
SPE	Senior Project Engineer	\$155
PE	Project Engineer	\$140
EI	Engineer I	\$120
GSS	GIS Specialist	\$120
GIS	GIS Analyst	\$105
SDA	Senior Data Analyst	\$120
DA	Data Analyst	\$100
FM	Field Manager	\$105
FS	Field Supervisor	\$95
FT	Field Technician	\$85
AS	Administrative Support	\$95

Notes:

- Rates are valid through December 31, 2023.
- Direct expenses will be billed at cost plus 10%.

Attachment A

Field On-call services will be billed on a per unit basis using the rate structure(s) defined below. This unit rate applies to data collection of at least 50 structures at a time. Quantities below that number will be billed on a T&M rate at the rates above.

Unit Rate Schedule (Field Services)

Service	Unit	2023 Unit Rate*
Structure Data Collection	EA	\$110

Notes:

- Rates are valid through December 31, 2023.
- If the structure is unable to be accessed or located, the City will be charged for 50% of the unit rate. If the structure is made accessible, and RJN is able to complete the structure data collection, the City will be charged for the remaining 50% of the unit rate.
- For other services not listed, a unit price may be negotiated with the City.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
10/18/2022

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Franchise agreement with ALLO Bellevue, LLC

SYNOPSIS/BACKGROUND:

ALLO Bellevue, LLC Franchise to provide services, facilities and equipment necessary to meet the future cable-related needs of the community. The construction and operation of a cable system.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: ALLO Bellevue, LLC

CONTRACT EFFECTIVE DATE: 10/18/2022 CONTRACT TERM: 10/18/2032 CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the franchise agreement between the City of Bellevue and ALLO Bellevue, LLC.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Bellevue, Nebraska hereinafter referred to as the "Grantor" and ALLO Bellevue, LLC, a Nebraska limited liability company, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "EAS" shall have the meaning set forth in Section 8.11 of this Franchise
- E. "FCC" shall mean the Federal Communications Commission and any

successor governmental entity thereto.

- F. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- G. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles and applicable law, received by Grantee from Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency to a government agency, including any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- H. "PEG" shall have the meaning set forth in Section 13.1 of this Franchise.
- I. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- J. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- K. "State" shall mean the State of Nebraska.
- L. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- M. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.
- N. "Violation Notice" shall have the meaning set forth in Section 14.1.

SECTION 2

Grant of Franchise

2.1 **Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 **Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 **Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 **Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 **Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments relating to any injury to any Person or property as a result of the negligence of Grantee arising directly out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on	\$1,000,000 per occurrence C.S.L. all owned, non-owned hired autos
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of

insurance evidencing such coverage upon Grantor's request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age, disability or sex, nor shall Grantee deny access to Cable Service to any group of potential residential Subscribers because of the income of the residents of the local area in which such group resides, provided that nothing herein will prevent Grantee from implementing credit, deposit and acceptance criteria or offering (a) the temporary reduction of waiving of rates or charges in conjunction with valid promotional campaigns; (b) reasonable discounts to senior citizens or economically disadvantaged citizens; (c) discounts for purchasing multiple services; or (d) different and nondiscriminatory rates and charges and classes of service for commercial subscribers or for bulk discounts to multiple dwelling units as allowed by federal law and regulation.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty-five (125) feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee or to any area which is financially or technically infeasible. Grantee at its discretion may make Cable Service available to businesses within the Service Area. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee

may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel. Grantee shall provide either GIS data or as-built drawings showing installation locations of its Cable Systems to Grantor.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities under ground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed

upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way. Work in the Street, on public property, near public property, or on or near private property shall be done in a manner that causes minimal interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such a manner as to no interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been placed in the Streets by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected and maintained so as to not endanger or interfere with the lives of any person, or to interfere with new improvements the Grantor may deem property to make or to unnecessarily hinder or obstruct the free use of the streets or other public property. In the event of such interference, the Grantor may require the removal or relocation of the Grantee's lines, cables, equipment, and other appurtenances from the property in question at Grantee's expense.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to at least the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent

authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.1 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within sixty (60) days of the close of each quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of the disputed payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Bundling. For purposes of the fee to be paid by Company under this Franchise, in the case of Cable Service that may be bundled or integrated functionally with other services, capabilities or applications of Company, the fee shall be applied only to the Gross Revenues attributable to Company's Cable Service, as reflected on the books and records of Company kept in the regular course of business in accordance with GAAP and Applicable law.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for (A) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness; (B) a transfer by operation of law; or (C) a transfer to an entity controlling, controlled by, or under common control with the Grantee. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information

it reasonably requires to determine the legal, financial and technical qualifications of the transferee.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain pursuant to the Cable Act, the rules and regulations of the FCC and any other provision of this Franchise:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. Grantee acknowledges that Grantor is a municipality subject to Nebraska's Public Records Statutes. If the Grantor believes it must release any books, records, or maps in the course of enforcing this Franchise, for any reason, it shall advise Grantee in a timely manner so that Grantee may take appropriate steps to protect its proprietary or confidential interest in advance of such release. Grantee is responsible for demonstrating in a Court of competent jurisdiction that any records or information are confidential and not subject to public inspection. .

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall provide one channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The channel shall be either a public, educational, or government access channel.

The Grantor shall have responsibility for programming content for the PEG channel. The PEG channel may be placed on any tier of service available to Subscribers.

13.2 PEG Fee. Grantee shall pay to Grantor a PEG Fee in the amount equal to one percent (1%) of Grantee's Gross Revenues to allow for City to install, update and maintain equipment and facilities required for PEG programs.

The PEG Fee shall only be spent by the Grantor on any PEG related, capital expenses as determined in the City's sole discretion. PEG related capital expenses could include equipment purchased in connection with PEG access facilities, such as studios, cameras and other equipment relating to the use of public, educational, and governmental access facilities.

- (a) The PEG fee shall not be considered Gross Revenues and is not part of the Franchise Fee. The parties agree that the PEG fee falls within one (1) or more of the exceptions in 47 U.S.C. §542(g)(2)(c). Nothing shall preclude Grantee from including cost as part of its general rate-setting process. Grantee agrees that it will not off set or reduce its payment of past, present, or future Franchise Fees required as a result of its obligation to remit the PEG fee.
- (b) The PEG fee shall be paid to the Finance Department of the Grantor pursuant to Section 10.2 of this agreement.

SECTION 14 **Enforcement or Revocation**

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the City Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the City of Bellevue in accordance with subsection 15.5 hereof. At the hearing, the Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent

tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to terminate the Franchise itself in accordance with subsection 14.5 below.

14.5 Termination.

- A. Prior to termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to terminate the Franchise on the basis of substantial default by the Grantee. Substantial Default is defined as one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If, in Grantor's discretion, the Grantor has not received a satisfactory response from Grantee, it may then seek to terminate the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to terminate the Franchise.
- B. At the hearing, the City Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee, if requested by Grantee and at the Grantee's expense, within ten (10) business days of such request. The decision of the City Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City Council.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon termination of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place, in consultation

with the Grantor. If the Grantee chooses to remove the Cable System from the Streets of the Grantor, the Grantee shall, at its own expense, restore any damage or disturbance cause to the Streets and public way as a result of said removal of the Cable System to at least the condition of the streets and public way immediately prior to such damage or disturbance.

SECTION 15 **Miscellaneous Provisions**

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, pandemics, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. The parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on any competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Bellevue
Attn: Doug Clark
Public Works Director
1510 Wall Street
Bellevue, NE 68005

Grantee: ALLO Bellevue, LLC
Attn: President
330 S. 21st Street
Lincoln, NE 68510

Copy to:

ALLO Bellevue, LLC
Attn: Legal Department
121 S. 13th Street, Suite 100
Lincoln, NE 68508

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. The Franchise granted herein will take effect and be in full force on October 18, 2022. This Franchise shall expire on October 18, 2032 unless extended in accordance with Section 2.2 of the Franchise or by the mutual of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.11 Governing Law. This Franchise shall be governed by the laws of the State of Nebraska without regard to conflicts of law rules.

Considered and approved this _____ day of _____, 2022.

City of Bellevue, Nebraska

Signature: _____

Name/Title: _____

Accepted this 13th day of October, 2022, subject to applicable federal, State and local law.

ALLO Bellevue, LLC

Signature: 

Name/Title :Bradley A. Moline, President

Date: 10/13/22

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Doug Clark, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Storm Drainage Improvements

SYNOPSIS/BACKGROUND:

On April 20,2021, the City Council approve and authorized the Mayor to sign an agreement in an amount not to exceed \$241,757.00 with Jacobs Engineering Group Inc. to perform professional engineering services to provide conceptual planning for seven sites included in the City of Bellevue's storm drainage improvement project. Amendment No.1 was for additional services for emergency storm sewer system repair near 217 Bellevue Boulevard South and to improve storm drainage issues in the area of 26th and Margo Street, resulting in the increase amount of \$80,066.00 to original agreement bringing the total cost to \$321,823.00. Amendment No. 2 was issued in the amount of \$50,458.00 for additional services for emergency storm sewer repair in the area of Harvell Drive, west of Galvin Road bringing the agreement to \$372,281.00. Amendment No.3 is for additional services to include conduction a wetland delineation and preparing a report and supporting materials for Whitted Creek between Lynnwood Drive and 25th Street, resulting in an increase in the amount of \$10,484.00 to the original agreement, bringing the total project cost not exceed \$382,765.00.

FISCAL IMPACT: \$10,484.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Jacobs Engineering Group Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Professional Engineering Services Agreement - Project

CONTRACT EFFECTIVE DATE: 10/18/2022 CONTRACT TERM: To project Completion CONTRACT END DATE:

PROJECT NAME: Storm Drainage Projects Whitted Creek

START DATE: 04/20/2021 END DATE: 12/31/2022 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: Drainage Improvements Continuing with Whitted Creek CIP PROJECT NUMBER: ST21(7)

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

ACCOUNTING DISTRUBUTION CODE: CIPST21(7) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and Authorize the Mayor to sign the agreement between the City of Bellevue and Jacobs Engineering Group Inc. in an amount not to exceed \$10,484.00 for the Storm Drainage Projects.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



AMENDMENT NO. 03

THIS CHANGE ORDER IS ISSUED PURSUANT TO THE PROFESSIONAL SERVICES AGREEMENT DATED:

04/21/2021	, which is incorporated herein by this reference, with respect to
Storm Drainage Improvement Conceptual Plan (BPW-210206)	("PROJECT").

Specific Services:

This amendment describes the additional services to be rendered by Jacobs Engineering Group Inc. (JACOBS) to City of Bellevue, Nebraska (CLIENT) for the Storm Drainage Improvement Conceptual Plan project (PROJECT).

Scope of Services:

Refer to Attachment A-3 for the additional scope of services for this PROJECT.


Compensation:

Refer to Attachment B-3 for additional compensation to execute additional scope of services associated with this amendment.

Schedule:

The existing Agreement shall be amended to change the contract end date to December 31, 2022.

Services covered by this Amendment 03 will be performed in accordance with the Provisions of the original Professional Services Agreement, dated 04/21/2021 and any attachments or schedules. The Authorized Representatives designated below are authorized to act with respect to this Amendment.	
For CLIENT: City of Bellevue, NE	For Jacobs Engineering Group Inc.
Name:	Name: Douglas E. Simon
Address:	Address: 222 South 15 th Street, Ste. 1408-S
Telephone:	Telephone: 402.609.7511

Accepted for CLIENT by:	Accepted for Jacobs Engineering Group Inc. by:
Name:	Name: 
Title:	Title: Designated Manager
Date:	Date: 09/29/2022

Attachment A-3

SCOPE OF SERVICES

Amendment No. 3 – Storm Drainage Improvement Conceptual Plan

JACOBS Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue Public Works Department (CLIENT) services as outlined herein for a project generally described as Storm Drainage Improvement Conceptual Plan Project (PROJECT). The following services shall be provided as Amendment No. 3 to the Professional Services Agreement (AGREEMENT) dated April 20, 2021.

Project Understanding

This amendment includes additional tasks identified and requested by the CLIENT to be included in the PROJECT. The services include conducting a wetland delineation and preparing a report and supporting material for Whitted Creek between Lynnwood Drive and 25th Street.

ARTICLE 1 - Scope of Services

JACOBS shall provide professional services to the CLIENT as described in the following tasks.

Task 1: Project Management and Field Assessments

1.1 Project Administration

JACOBS will facilitate periodic progress meetings as needed and provide monthly progress reports and invoices in a format acceptable to the CLIENT. Quality Control (QC) efforts will be incorporated into the budget of individual tasks.

Task 1 Deliverables

Periodic progress meeting agendas and summaries, invoices, and status reports.

Task 8: Whitted Creek Wetland Delineation

8.1 Site Visit

JACOBS shall review existing water resources references prior to field delineations. JACOBS staff shall visit PROJECT site to determine if waters of the U.S., including wetlands, are present within the PROJECT delineation limits as described below. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season. For purpose of scope and fee development, JACOBS assumes the following study area for wetland and water resource delineation:

- The extents will begin approximately 125 ft downstream of Lynnwood Drive and will extend upstream approximately 2300 ft to 25th Street.

JACOBS shall digitally plot the delineation data on available current aerial photographs (orthographic photos from Sarpy County). Data plotted on aerial photographs will include project wetland delineation limits (environmental study area), wetland boundaries, wetland Cowardin classification identifiers, wetland types (such as floodplain depression, riverine wetland, etc.), ordinary high-water mark (OHWM), stream channel type and name, other water resources identified on site, and locations of data and photo collection points.

8.2 Delineation Report

Deliverables for Wetland and Water Resource Delineation Services include a Wetland Delineation Report covering both sites, Quality Control documentation, and associated delineation geospatial data. QC documentation includes a QC Statement and QC Comment/Response Matrix.

JACOBS shall submit the delineation materials to the CLIENT in an electronic format. Submittal shall include items noted in the Site Visit section above in a GIS file geodatabase (.gdb). Coordinate system projections for each submittal shall be NAD 1983 State Plane Nebraska FIPS 2600 (feet). The geodatabase submittal will include a completed attribute table with relevant information, such as wetland name and type for each feature. Geospatial data shall be post-processed to correct GPS data inaccuracies, compile information in the geodatabase attribute tables, and checked for completeness, accuracy, and conformance to USACE standards.

8.3 Permitting Agency Coordination

It is anticipated that PROJECT work will require USACE permitting under Section 404 of the Clean Water Act. It is assumed that a Nationwide Permit, as opposed to a 404 Individual Permit, will be appropriate for this work. As such, JACOBS will identify the potential Nationwide permit type(s) applicable to the PROJECT and provide recommendations to the CLIENT. Agency coordination may include a meeting with a representative of the Omaha District USACE regulatory branch to confirm the appropriateness of using a Nationwide Permit.

ASSUMPTIONS

- One site visit will be conducted and is assumed to be one day of work.
- Permitting agency coordination does not include permitting development or applications.

ARTICLE 2 - Schedule

The existing Agreement shall be amended to change the contract end date to December 31, 2022.

ARTICLE 3 - Compensation

Compensation by CLIENT to JACOBS for the proposed services for Amendment No. 3 described above will be as described in Attachment B-3.

Attachment B-3

COMPENSATION

Amendment No. 3 - Storm Drainage Improvement Conceptual Plan

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A-3, Scope of Services for Amendment No. 3 – Storm Drainage Improvement Conceptual Plan will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Services above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus a service charge of 5 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

B. BUDGET

The maximum cost for this Amendment No. 3, as defined by services described in the Scope of Services outlined in Attachment A-3 is Ten Thousand, Four Hundred Eighty-Four dollars (\$10,484), which will be billed on a time and materials basis. Bringing the total contract not to exceed value from Three Hundred Seventy-Two Thousand, Two Hundred Eighty-One dollars (\$372,281) to Three Hundred Eighty-Two Thousand, Seven Hundred Sixty-five dollars (\$382,765). JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of \$382,765 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a "time and materials" basis on hourly rates for all labor and direct costs. A summary of labor hours per task related to the Amendment 3 Services and JACOBS's standard hourly billing rates is included in Table 1 below.

Table 1

Schedule of Hourly Rates, 2022*

Amendment No. 3 - Whitted Creek Wetland Delineation

Role	Hourly Rate	Task Hours
Project Manager	\$210.75	4
Wetland Scientist	\$119.72	50
GIS Specialists	\$110.45	10
Environmental Planner	\$124.26	8
Senior Biologist	\$165.09	8
Technical Editor	\$92.94	2
	Total Labor Costs	\$ 10,434
	Expenses	\$ 50
	Total Costs	\$ 10,484

*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2022. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.

Mileage Rate	Current IRS audit rate at time of service
Other related consumable supplies (field equipment and supplies, etc.)	Actual
Postage, freight	Actual
Travel costs (airfare, hotel, care rental, meals, etc.)	Actual
Subcontractors and Outside Services	Actual + 5 percent

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Public Works		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Temporary and Permanent Easements and Right of Way Agreement with City of Omaha for City of Omaha's Copper Creek Sewer Project on Parcel No. 010565353 in Hastings Banner Park

SYNOPSIS/BACKGROUND:

Approving the City of Bellevue granting City of Omaha Temporary and Permanent easements and Right of Way Agreement on Parcel No. 010565353 for Omaha to complete construction of a waste water line in a remote portion of Hastings Banner Park. The work will not disturb any current use of or access to Hastings Banner Park. Granting of these easements is a part of a larger land swap deal, in which in exchange for these easements the City of Omaha will transfer ownership of Parcel No.01041138 to the City of Bellevue, a lot that is located within Bellevue but is currently owned by the City of Omaha. This parcel includes a street which connects Bellevue Boulevard North to Harrison Street and Omaha's Mandan Park. The City acquiring ownership of this parcel will allow the City of Bellevue to better control what occurs on said property and make use of the property that will better serve the public. The proposed Warranty Deed for this transfer, to be executed by City of Omaha, is attached for informational purposes.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Easement/Land Swap

CONTRACT EFFECTIVE DATE: 10/18/2022 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: 10/18/2022 END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Public Works Department recommends the approval Temporary and Permanent Easements and Right of Way Agreement with City of Omaha in order to effectuate the land swap deal as described above.

ATTACHMENTS:

- Temporary Easement
- Permanent Easement
- Right of Way Agreement and Acceptance
- Statement of Offer
- Warranty Deed
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

City of Omaha, Nebraska
 Public Works Department
 General Services Division
 ROW Section
Patrick Irish - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Project No.:	
Project Name:	Copper Creek Sewer Interceptor Relocation
City Project No.:	OPW 53698
Tract No.:	2
Parcel Address:	PIN 010565353

STATEMENT OF OFFER

The City of Omaha, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City's Real Estate Specialist, ***Patrick Irish***, upon the first visit of negotiating, provide the owner of real property, **City of Bellevue, Nebraska**, with this written statement of offer made to acquire the property rights as outlined below.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Permanent Easement	27,537 sq. ft	\$1.00
Temporary Easement	33,619 sq. ft.	\$1.00
TOTAL AMOUNT OFFERED =		\$2.00

This offer is being made on the _____ day of _____, 20____, and the total amount of this offer is **\$2.00.**

This written statement represents the City's offer made in an amount not less than the appraised valuation of the property.

Patrick Irish
 Real Estate Specialist

When recorded return to:
 City of Omaha, Nebraska
 Public Works Department
 Design Division
 ROW Section
 Patrick Irish - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Project No.:	
Project Name:	Copper Creek Sewer Interceptor Relocation
City Project No.:	OPW 53698
Tract No.:	2
Parcel Address:	PIN 010565353

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT City of Bellevue, Nebraska, hereinafter known as "GRANTOR", (whether one or more) for and in consideration of the sum of One and 00/100 dollars (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter known as "GRANTEE", and to its successors, contractors, and assigns, including public utilities and their contractors and assigns, a Permanent Sewer Easement ("Easement") for the right to construct, maintain, and operate a sewer (either for storm or sanitary purposes), drainage structure, and/or drainage way for the construction of **Copper Creek Sewer Interceptor Relocation** ("Project"), and appurtenances thereto, in, under, and through the parcel of land located at PIN 010565353 ("Property"), and described as follows, to-wit:

SEE ATTACHED EXHIBIT A PERMANENT EASEMENT LEGAL DESCRIPTION ("Easement Area")

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing said sewer at the will of the GRANTEE. The GRANTOR may, following construction of said sewer continue to use the surface of the Easement Area conveyed hereby for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said Easement Area by GRANTOR, its heirs, successors, or assigns, without express approval of the GRANTEE. Improvements which may be approved by GRANTEE include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass, or shrubbery placed on said Easement Area shall be maintained by GRANTOR, its heirs, successors, or assigns.
- 2) That it is agreed and understood that the GRANTEE is hereby granted an immediate right of entry upon the Property.
- 3) That the GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining, or operating said sewer, except that damage to or loss of trees and shrubbery will not be compensated for by GRANTEE.
- 4) This Easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE in connection with the Project.
- 5) That the GRANTEE shall cause any trench made on said Easement Area to be properly refilled and shall cause the area disturbed under this Easement to be restored to like condition upon completion of construction.
- 6) That the GRANTEE may construct, maintain, repair, reconstruct, and operate additional sewer systems within the Easement Area.
- 7) That said GRANTOR and its heirs, executors, and administrators, does confirm with said GRANTEE and its successors, contractors, and assigns, including public utilities and their contractors and assigns, that the GRANTOR is well-seized in fee of the Property, and that they have the right to grant and convey this Easement in the manner and form aforesaid, and that the GRANTOR and its heirs, executors, and administrators, shall warrant and defend this Easement to said GRANTEE and its assigns, against the lawful claims and demands of all persons. This Easement runs with the land.
- 8) That said Easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, gardens, lawns, and trees within the Easement Area as necessary for construction.
- 9) That the GRANTEE reserves the absolute right to terminate this Permanent Easement Agreement (“Agreement”) at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Agreement.
- 10) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Temporary Easement, and/or Purchase Agreement, if applicable, between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees.

CITY OF OMAHA, a Municipal Corporation

ATTEST:

BY:

Elizabeth Butler,
City Clerk, City of Omaha

Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

NOTARY PUBLIC

City of Omaha, Nebraska
 Public Works Department
 Design Division
 ROW Section
 Patrick Irish - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Project No.:	
Project Name:	Copper Creek Sewer Interceptor Relocation
City Project No.:	OPW 53698
Tract No.:	2
Parcel Address:	PIN 010565353

RIGHT OF WAY AGREEMENT AND ACCEPTANCE CORPORATION

THIS AGREEMENT AND ACCEPTANCE FOR RIGHT OF WAY, hereinafter known as "Agreement", is made and entered into this _____ day of _____ 20__ by and between City of Bellevue, Nebraska, hereinafter known as "GRANTOR" and the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter known as "GRANTEE".

WITNESSETH:

WHEREAS, the GRANTOR is the owner of certain real property which is located at PIN 010565353 ("Property"), and legally described in Exhibit A attached hereto; and

SEE ATTACHED EXHIBIT A – LEGAL DESCRIPTION

WHEREAS, for the consideration herein expressed and as complete consideration for the grant of the following applicable property rights, land acquisition, and/or easement(s), the GRANTEE agrees to pay the GRANTOR the following:

Permanent Easement	\$1.00
Temporary Construction Easement	\$1.00
TOTAL AMOUNT	\$2.00

It is further agreed as follows:

- 1) That GRANTEE agrees to purchase the applicable property rights, land acquisition, and/or easement(s), as listed above, over, under, across, and through the Property upon the delivery of the applicable documents in the form of an executed Warranty Deed (land acquisition), Permanent Easement, and/or Temporary Construction Easement. If so desired, the GRANTOR shall have the right to receive 100% of the final payments due under this Agreement prior to vacating the Property being acquired for a total land acquisition, if applicable.
- 2) That it is agreed and understood that the GRANTEE is hereby granted an immediate right of entry upon the Property.
- 3) That GRANTOR agrees not to encumber the aforementioned property rights, land acquisition, and/or easement(s) in any manner, nor create any other interests therein. If any other party shall hold any encumbrance against the aforementioned property rights, land acquisition, and/or easement(s) at the time of delivery of the Warranty Deed, such payments are due under this Agreement and may be made to the GRANTOR jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

- 4) That this Agreement shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this Agreement shall terminate upon the payment of \$10.00 by the GRANTEE to the GRANTOR.
- 5) That this Agreement may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute one and the same Agreement.
- 6) That the consideration amount listed in this Agreement shall also be listed on each respective Permanent Easement, Temporary Construction Easement, and/or Purchase Agreement (land acquisition), as applicable, which are incorporated into this document herein by reference, and under no circumstances shall payment be made twice.

**THIS IS A LEGAL AND BINDING AGREEMENT, CONTINGENT UPON THE
FOLLOWING CONDITIONS - PLEASE READ IT.**

The representative of the Public Works Department, City of Omaha, Nebraska, in presenting this Agreement has given me a copy and explained all of its provisions. A complete understanding and explanation have been given of the terminology, phrases, and statements contained in this Agreement. It is understood that no promises, verbal agreements, or understandings, except as set forth in this Agreement, will be honored by the Public Works Department, City of Omaha, Nebraska. The GRANTEE reserves the absolute right to terminate this Agreement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Agreement.

City of Omaha, Nebraska
 Public Works Department
 General Services Division
 ROW Section
 Patrick Irish - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Project No.:	
Project Name:	Copper Creek Sewer Interceptor Relocation
City Project No.:	OPW 53698
Tract No.:	2
Parcel Address:	PIN 010565353

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **City of Bellevue, Nebraska**, hereinafter referred to as “GRANTOR”, (whether one or more) for and in consideration of the sum of ***One and 00/100 dollars (\$1.00)*** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter referred to as “GRANTEE”, and to its successors, contractors, and assigns, including public utilities and their contractors and assigns, a Temporary Construction Easement (“Easement”) for the right to enter upon and use for working space for the construction of **Copper Creek Sewer Interceptor Relocation** (“Project”), and appurtenances thereto, the parcel of land located at **PIN 010565353**, (“Property”) and described as follows, to-wit:

SEE ATTACHED EXHIBIT A TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION (“Easement Area”)

It is further agreed as follows:

- 1) That this Easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this Easement not to exceed 2 year(s) or 730 calendar days from the date construction begins.
- 2) That should the GRANTEE experience delays in the construction or delivery of materials for the proposed improvements, the GRANTEE may, at its discretion and with a written notification to the GRANTOR, extend the term of this Easement up to an additional (24) twenty-four months. Notice to extend the term of this Easement shall be from the GRANTEE to the GRANTOR at least 30 days in advance of the expiration of the initial term of this Easement. In the event the GRANTEE exercises this option, the GRANTOR shall be paid additional consideration based on the per diem rate of the original offer.
- 3) That said Easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, and trees within the Easement Area as necessary for construction.
- 4) That the GRANTEE shall cause any trench made on said Easement Area to be properly refilled and shall cause the area disturbed under this Temporary Construction Easement Agreement (“Agreement”) to be restored to like condition upon completion of construction.
- 5) That this Easement is also for the benefit of any contractor, agent, employee, public utility company, or representative of the GRANTEE in connection with the Project.
- 6) That said GRANTOR and its heirs, executors, and administrators, does confirm with said GRANTEE and its successors, contractors, and assigns, including public utilities and their

contractors and assigns, that the GRANTOR is well-seized in fee of the Property, and that they have the right to grant and convey this Easement in the manner and form aforesaid, and that the GRANTOR and its heirs, executors, and administrators, shall warrant and defend this Easement to the GRANTEE and its assigns, against the lawful claims and demands of all persons.

- 7) That the GRANTEE reserves the absolute right to terminate this Agreement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Agreement.
- 8) That it is agreed and understood that the GRANTEE is hereby granted an immediate right of entry upon the Property.
- 9) That this instrument contains the entire Agreement of the parties; that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Permanent Easement, and/or Purchase Agreement, if applicable, between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the GRANTEE or its agents or employees.
- 10) That this Agreement shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this Agreement shall terminate upon the payment of \$10.00 by the GRANTEE to the GRANTOR.

NOTARY AND SIGNATURES ON FOLLOWING PAGE

**WARRANTY DEED
WITH RESERVATION OF RECREATIONAL EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this _____ day of _____, 20____, between **City of Omaha, Nebraska**, a Municipal Corporation, and herein known as the "GRANTOR", whether one or more, for and in consideration of the sum of *ten and 00/100 dollars (\$10.00)* and other good and valuable consideration, in hand paid, do hereby grant, bargain, sell, convey, and confirm for recreational purposes and any associated uses unto the **City of Bellevue, NE**, herein known as the "GRANTEE", organized and existing under and by virtue of the Laws of the State of Nebraska, the following real estate, situated in the County of Sarpy in the State of Nebraska, and described as follows to-wit:

Lot 6, Hocter Terrace, Sarpy County NE a/k/a parcel I.D. # 010411380

TO HAVE AND TO HOLD the Property, TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging unto said GRANTEE and its successors and assigns forever except as otherwise set forth herein. TO HAVE AND TO HOLD the same in fee simple, forever. The Property is subject to (i) taxes and assessments accruing subsequent to December 31, 2021; (ii) easements, encumbrances, and restrictions of record, but reference thereto shall not serve to reimpose the same; and (iii) the easements reserved herein.

PROVIDED, HOWEVER, that the Property shall be used only for recreational purposes and any associated uses, AND PROVIDED, HOWEVER, that Grantor hereby reserves in favor of that certain real property owned by Grantor situated in Douglas County, Nebraska, lying north of the Property, such real property being more particularly described as follows (the "Grantor's Retained Land"): subplot 1, subplot 2, subplot 3, subplot 4, subplot 5, subplot 6, subplot 7, subplot 8, subplot 9, and Taxlot 20, and remaining part of Taxlot 20, in the SE ¼ of the SE ¼ of Section 10 Township 14, Range 13, Douglas County NE also commonly referred to as Mandan Park.

And the said GRANTOR, for itself and its successors, does hereby covenant and agree to and with the said GRANTEE, and its successors and assigns, that at the time of the execution and

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/18/2022		SUBMITTED BY: Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Temporary and Permanent Easements and Right of Way Agreement with City of Omaha for City of Omaha's Copper Creek Sewer Project on Parcel No. 011220643 in Hastings Banner Park

SYNOPSIS/BACKGROUND:

Approving the City of Bellevue granting City of Omaha Temporary and Permanent easements and Right of Way Agreement on Parcel No. 011220643 for Omaha to complete construction of a waste water line in a remote portion of Hastings Banner Park. The work will not disturb any current use of or access to Hastings Banner Park. Granting of these easements is a part of a larger land swap deal, in which in exchange for these easements the City of Omaha will transfer ownership of Parcel No.01041138 to the City of Bellevue, a lot that is located within Bellevue but is currently owned by the City of Omaha. This parcel includes a street which connects Bellevue Boulevard North to Harrison Street and Omaha's Mandan Park. The City acquiring ownership of this parcel will allow the City of Bellevue to better control what occurs on said property and make use of the property that will better serve the public. The proposed Warranty Deed for this transfer, to be executed by City of Omaha, is attached for informational purposes.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Easement/Land Swap

CONTRACT EFFECTIVE DATE: 10/18/2022 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: 10/18/2022 END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Public Works Department recommends the approval Temporary and Permanent Easements and Right of Way Agreement with City of Omaha in order to effectuate the land swap deal as described above.

ATTACHMENTS:

- Temporary Easement
- Permanent Easement
- Right of Way Agreement and Acceptance
- Statement of Offer
- Warranty Deed
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

City of Omaha, Nebraska
 Public Works Department
 General Services Division
 ROW Section
 Patrick Irish - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Project No.:	
Project Name:	Copper Creek Sewer Interceptor Relocation
City Project No.:	OPW 53698
Tract No.:	3
Parcel Address:	PIN 011220643

STATEMENT OF OFFER

The City of Omaha, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City's Real Estate Specialist, **Patrick Irish**, upon the first visit of negotiating, provide the owner of real property, **City of Bellevue, Nebraska**, with this written statement of offer made to acquire the property rights as outlined below.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Permanent Easement	<i>51,800 sq. ft.</i>	\$1.00
Temporary Easement	<i>115,527 sq. ft.</i>	\$1.00
TOTAL AMOUNT OFFERED =		\$2.00

This offer is being made on the _____ day of _____, 20____, and the total amount of this offer is **\$2.00**.

This written statement represents the City's offer made in an amount not less than the appraised valuation of the property.

 Patrick Irish
 Real Estate Specialist

When recorded return to:
 City of Omaha, Nebraska
 Public Works Department
 Design Division
 ROW Section
 Patrick Irish - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Project No.:	
Project Name:	Copper Creek Sewer Interceptor Relocation
City Project No.:	OPW 53698
Tract No.:	3
Parcel Address:	PIN 011220643

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **City of Bellevue, Nebraska**, hereinafter known as "GRANTOR", (whether one or more) for and in consideration of the sum of ***One and 00/100 dollars (\$1.00)*** and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter known as "GRANTEE", and to its successors, contractors, and assigns, including public utilities and their contractors and assigns, a Permanent Sewer Easement ("Easement") for the right to construct, maintain, and operate a sewer (either for storm or sanitary purposes), drainage structure, and/or drainage way for the construction of **Copper Creek Sewer Interceptor Relocation** ("Project"), and appurtenances thereto, in, under, and through the parcel of land located at **PIN 011220643** ("Property"), and described as follows, to-wit:

**SEE ATTACHED EXHIBIT A
 PERMANENT EASEMENT LEGAL DESCRIPTION
 ("Easement Area")**

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing said sewer at the will of the GRANTEE. The GRANTOR may, following construction of said sewer continue to use the surface of the Easement Area conveyed hereby for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said Easement Area by GRANTOR, its heirs, successors, or assigns, without express approval of the GRANTEE. Improvements which may be approved by GRANTEE include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass, or shrubbery placed on said Easement Area shall be maintained by GRANTOR, its heirs, successors, or assigns.
- 2) That it is agreed and understood that the GRANTEE is hereby granted an immediate right of entry upon the Property.
- 3) That the GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining, or operating said sewer, except that damage to or loss of trees and shrubbery will not be compensated for by GRANTEE.
- 4) This Easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE in connection with the Project.
- 5) That the GRANTEE shall cause any trench made on said Easement Area to be properly refilled and shall cause the area disturbed under this Easement to be restored to like condition upon completion of construction.
- 6) That the GRANTEE may construct, maintain, repair, reconstruct, and operate additional sewer systems within the Easement Area.
- 7) That said GRANTOR and its heirs, executors, and administrators, does confirm with said GRANTEE and its successors, contractors, and assigns, including public utilities and their contractors and assigns, that the GRANTOR is well-seized in fee of the Property, and that they have the right to grant and convey this Easement in the manner and form aforesaid, and that the GRANTOR and its heirs, executors, and administrators, shall warrant and defend this Easement to said GRANTEE and its assigns, against the lawful claims and demands of all persons. This Easement runs with the land.
- 8) That said Easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, gardens, lawns, and trees within the Easement Area as necessary for construction.
- 9) That the GRANTEE reserves the absolute right to terminate this Permanent Easement Agreement (“Agreement”) at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Agreement.
- 10) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Temporary Easement, and/or Purchase Agreement, if applicable, between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees.

CITY OF OMAHA, a Municipal Corporation

ATTEST:

BY:

Elizabeth Butler,
City Clerk, City of Omaha

Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

NOTARY PUBLIC

City of Omaha, Nebraska
 Public Works Department
 Design Division
 ROW Section
 Patrick Irish - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Project No.:	
Project Name:	Copper Creek Sewer Interceptor Relocation
City Project No.:	OPW 53698
Tract No.:	3
Parcel Address:	PIN 011220643

RIGHT OF WAY AGREEMENT AND ACCEPTANCE CORPORATION

THIS AGREEMENT AND ACCEPTANCE FOR RIGHT OF WAY, hereinafter known as "Agreement", is made and entered into this _____ day of _____ 20__ by and between **City of Bellevue, Nebraska**, hereinafter known as "GRANTOR" and the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter known as "GRANTEE".

WITNESSETH:

WHEREAS, the GRANTOR is the owner of certain real property which is located at **PIN 011220643** ("Property"), and legally described in Exhibit A attached hereto; and

SEE ATTACHED EXHIBIT A – LEGAL DESCRIPTION

WHEREAS, for the consideration herein expressed and as complete consideration for the grant of the following applicable property rights, land acquisition, and/or easement(s), the GRANTEE agrees to pay the GRANTOR the following:

Permanent Easement	\$1.00
Temporary Construction Easement	\$1.00
TOTAL AMOUNT	\$2.00

It is further agreed as follows:

- 1) That GRANTEE agrees to purchase the applicable property rights, land acquisition, and/or easement(s), as listed above, over, under, across, and through the Property upon the delivery of the applicable documents in the form of an executed Warranty Deed (land acquisition), Permanent Easement, and/or Temporary Construction Easement. If so desired, the GRANTOR shall have the right to receive 100% of the final payments due under this Agreement prior to vacating the Property being acquired for a total land acquisition, if applicable.
- 2) That it is agreed and understood that the GRANTEE is hereby granted an immediate right of entry upon the Property.
- 3) That GRANTOR agrees not to encumber the aforementioned property rights, land acquisition, and/or easement(s) in any manner, nor create any other interests therein. If any other party shall hold any encumbrance against the aforementioned property rights, land acquisition, and/or easement(s) at the time of delivery of the Warranty Deed, such payments are due under this Agreement and may be made to the GRANTOR jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

- 4) That this Agreement shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this Agreement shall terminate upon the payment of \$10.00 by the GRANTEE to the GRANTOR.
- 5) That this Agreement may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute one and the same Agreement.
- 6) That the consideration amount listed in this Agreement shall also be listed on each respective Permanent Easement, Temporary Construction Easement, and/or Purchase Agreement (land acquisition), as applicable, which are incorporated into this document herein by reference, and under no circumstances shall payment be made twice.

**THIS IS A LEGAL AND BINDING AGREEMENT, CONTINGENT UPON THE
FOLLOWING CONDITIONS - PLEASE READ IT.**

The representative of the Public Works Department, City of Omaha, Nebraska, in presenting this Agreement has given me a copy and explained all of its provisions. A complete understanding and explanation have been given of the terminology, phrases, and statements contained in this Agreement. It is understood that no promises, verbal agreements, or understandings, except as set forth in this Agreement, will be honored by the Public Works Department, City of Omaha, Nebraska. The GRANTEE reserves the absolute right to terminate this Agreement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Agreement.

City of Omaha, Nebraska
 Public Works Department
 General Services Division
 ROW Section
 Patrick Irish - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Project No.:	
Project Name:	Copper Creek Sewer Interceptor Relocation
City Project No.:	OPW 53698
Tract No.:	3
Parcel Address:	PIN 011220643

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **City of Bellevue, Nebraska**, hereinafter referred to as “GRANTOR”, (whether one or more) for and in consideration of the sum of **One and 00/100 dollars (\$1.00)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter referred to as “GRANTEE”, and to its successors, contractors, and assigns, including public utilities and their contractors and assigns, a Temporary Construction Easement (“Easement”) for the right to enter upon and use for working space for the construction of **Copper Creek Sewer Interceptor Relocation** (“Project”), and appurtenances thereto, the parcel of land located at **PIN 011220643**, (“Property”) and described as follows, to-wit:

SEE ATTACHED EXHIBIT A TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION (“Easement Area”)

It is further agreed as follows:

- 1) That this Easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this Easement not to exceed 2 year(s) or 730 calendar days from the date construction begins.
- 2) That should the GRANTEE experience delays in the construction or delivery of materials for the proposed improvements, the GRANTEE may, at its discretion and with a written notification to the GRANTOR, extend the term of this Easement up to an additional (24) twenty-four months. Notice to extend the term of this Easement shall be from the GRANTEE to the GRANTOR at least 30 days in advance of the expiration of the initial term of this Easement. In the event the GRANTEE exercises this option, the GRANTOR shall be paid additional consideration based on the per diem rate of the original offer.
- 3) That said Easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, and trees within the Easement Area as necessary for construction.
- 4) That the GRANTEE shall cause any trench made on said Easement Area to be properly refilled and shall cause the area disturbed under this Temporary Construction Easement Agreement (“Agreement”) to be restored to like condition upon completion of construction.
- 5) That this Easement is also for the benefit of any contractor, agent, employee, public utility company, or representative of the GRANTEE in connection with the Project.
- 6) That said GRANTOR and its heirs, executors, and administrators, does confirm with said GRANTEE and its successors, contractors, and assigns, including public utilities and their

contractors and assigns, that the GRANTOR is well-seized in fee of the Property, and that they have the right to grant and convey this Easement in the manner and form aforesaid, and that the GRANTOR and its heirs, executors, and administrators, shall warrant and defend this Easement to the GRANTEE and its assigns, against the lawful claims and demands of all persons.

- 7) That the GRANTEE reserves the absolute right to terminate this Agreement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Agreement.
- 8) That it is agreed and understood that the GRANTEE is hereby granted an immediate right of entry upon the Property.
- 9) That this instrument contains the entire Agreement of the parties; that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Permanent Easement, and/or Purchase Agreement, if applicable, between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the GRANTEE or its agents or employees.
- 10) That this Agreement shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this Agreement shall terminate upon the payment of \$10.00 by the GRANTEE to the GRANTOR.

NOTARY AND SIGNATURES ON FOLLOWING PAGE

**WARRANTY DEED
WITH RESERVATION OF RECREATIONAL EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this _____ day of _____, 20___, between **City of Omaha, Nebraska**, a Municipal Corporation, and herein known as the "GRANTOR", whether one or more, for and in consideration of the sum of *ten and 00/100 dollars (\$10.00)* and other good and valuable consideration, in hand paid, do hereby grant, bargain, sell, convey, and confirm for recreational purposes and any associated uses unto the **City of Bellevue, NE**, herein known as the "GRANTEE", organized and existing under and by virtue of the Laws of the State of Nebraska, the following real estate, situated in the County of Sarpy in the State of Nebraska, and described as follows to-wit:

Lot 6, Hoctor Terrace, Sarpy County NE a/k/a parcel I.D. # 010411380

TO HAVE AND TO HOLD the Property, TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging unto said GRANTEE and its successors and assigns forever except as otherwise set forth herein. TO HAVE AND TO HOLD the same in fee simple, forever. The Property is subject to (i) taxes and assessments accruing subsequent to December 31, 2021; (ii) easements, encumbrances, and restrictions of record, but reference thereto shall not serve to reimpose the same; and (iii) the easements reserved herein.

PROVIDED, HOWEVER, that the Property shall be used only for recreational purposes and any associated uses, AND PROVIDED, HOWEVER, that Grantor hereby reserves in favor of that certain real property owned by Grantor situated in Douglas County, Nebraska, lying north of the Property, such real property being more particularly described as follows (the "Grantor's Retained Land"): subplot 1, subplot 2, subplot 3, subplot 4, subplot 5, subplot 6, subplot 7, subplot 8, subplot 9, and Taxlot 20, and remaining part of Taxlot 20, in the SE ¼ of the SE ¼ of Section 10 Township 14, Range 13, Douglas County NE also commonly referred to as Mandan Park.

And the said GRANTOR, for itself and its successors, does hereby covenant and agree to and with the said GRANTEE, and its successors and assigns, that at the time of the execution and

