

## Bellevue City Council Meeting ++Amended Agenda++

Tuesday, March 17, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Reverend Darryl Keeney, Lighthouse Baptist Church, 3919 Green Avenue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda (**Items marked with an (\*) are approved where this item is, unless otherwise removed**)
    1. (\*) Acknowledge receipt of the February 10, 2026 Tree Board Minutes.
    2. (\*) Acknowledge receipt of the February 26, 2026 Planning Commission Minutes.
    3. (\*) Approval of the March 3, 2026 Board of Equalization (BOE) Minutes.
    4. (\*) Approval of the March 3, 2026 City Council Minutes.
6. APPROVAL OF CLAIMS - March 17, 2026
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4206: Request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast 1/4 of the Northeast 1/4 lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development. Applicants: Kenneth L. & Rhonda L. Gearhart. General Location: 16402 S. 36th Street. (Planning Director)
  - b. Ordinance No. 4207: Request to amend Section 2.04, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district. Applicant: Tim Colby. (Planning Director)
  - c. Ordinance No. 4208: Approve the Sale and Conveyance of City Property to Millman Lumber Company and to sign the Purchase & Sale Agreement. (Administration) **(Request to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**
  - d. Ordinance No. 4209: An ordinance to amend certain sections of the Bellevue City Code pertaining to fireworks. (City Clerk) **(Request to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
  - a. Resolution No. 2026-04: Approval of the Bellevue Bicycle Club to hold the annual "Ride of Silence" Special Event on May 20, 2026, from approximately 6:30 p.m. until 9:00 p.m. and to authorize the Mayor to sign. (City Clerk)  
**(Public Hearing Required)**
16. CURRENT BUSINESS:
  - a. Approve and authorize the Mayor to sign an Agreement with Stryker to provide a

maintenance program for cardiac monitors and LUCAS devices for a 4-year term ending January 31, 2030, in an amount not to exceed \$20,422.10/year. (Fire Chief)

b. Approve and authorize the Fire Chief to sign the Memorandum of Understanding (MOU) with The Nebraska Medical Center to obtain, carry, and administer blood products. (Fire Chief)

c. Approve and authorize the Mayor to sign the Addendum to the Collective Bargaining Agreement with IAFF Local 4906 for the term 3/17/2026 through 9/30/2026, in an amount not to exceed \$31,500.00. (HR Director)

d. Approve and authorize the Mayor to sign the Proposal with KenBrooke Roofing replace the lower-center roof at District 3 Fire Station, in an amount not to exceed \$28,896.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Proposal with Day Electric Service, Inc. to install new streetlights at the cemetery, in an amount not to exceed \$29,070.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the agreement with Alfred Benesch & Co. for engineering construction services for the 2026 Overlay Projects, in an amount not to exceed \$82,565.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Co. for the Municipal Separate Storm Sewer System (MS4) Annual Reporting, in an amount not to exceed \$16,280.00. (Public Works Director)

h. Approve and authorize the Mayor to sign (2) Acquisition of Temporary Easement Contracts with Midwest ROW for Mission Avenue Reconstruction and Streetscape for Tracks 17 & 18, and 28, in an amount not to exceed \$1,280.00. (Public Works Director)

i. Approve and authorize the Mayor to sign the Agreement for Collection of Sewer Rates with Metropolitan Utilities District (MUD) of Omaha. (Public Works Director)

j. ++ Approve and authorize the Mayor to sign Change Order with Holland Basham Architects for Martin Aquatics Mattel Design changes in the amount not to exceed \$1,374,337.91 for upcoming Mattel Water Park Revision. (Community and Economic Development Director)

k. ++ Approve and authorize the Mayor to sign the MUD Gas Main Extension Agreement Phase I for the Bellevue Bay Entertainment District with MUD in an amount not to exceed \$588,080. (Community and Economic Development Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Report ([March report will be attached to April 7th Council packet](#))

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue  
Tree Board Minutes  
February 10, 2026

**Attendance** - Don Preister, Tom Mruz, Nancy Scott, and Deborah Woracek were present. Kay Hegler joined the meeting on Zoom. Scott Evans and Kathy Radosta were excused. Rob Clatterbuck was absent. Tom Mruz presided over the meeting.

**Volunteer hours and miles** - Deborah had a hard copy of the hours and miles file available for people to update their contributions. **She will post the hours and miles for today's meeting for all who were present.**

**Approve Minutes of January 13, 2026, meeting** –Deborah made a motion to approve the minutes of the Jan. 13, 2026, meeting, Kay seconded the motion. All present approved. **Deborah will send them to the City of Bellevue to be filed.**

**Park report** – Tom asked for any reports members may have gotten from Jim. No one had received any word about a Parks report. **Don will contact Jim Shada.**

### Old Business

**Year End Report status** – Don handed out copies of the Year End report for all present to review with him and to make any needed corrections. All present agreed that the report was complete and correct. Nancy then presented her PowerPoint presentation that she created with photos, etc. This will be sent to the City Council for the agenda and will be publicly presented on March 3, 2026, to the full City Council. **Don asked for all members to attend the 6 pm meeting to show the Tre Board's support.** Nancy mentioned that some of the new Tree City USA signs may need to be lowered or moved by the city.

**Seed Share Event report** – Don thanked all who prepared and participated in the January 31 event at Bellevue Public Library. All felt the event was a huge success and proved to be very good use of our time and efforts. He thanked Kathy for the A-frame, Kay, Nancy, and Kathy for the handouts and tablecloth, etc. All these things can be used at future events to educate the public!

**Earth Day Events** – The Bellevue Earth Day event was announced. It will be held at Bellevue University on April 19 from 12:30-3:30. We will have a table at the event. Don announced that Green Bellevue paid for the Tree Board to have a table at Omaha's Earth Day event to be held on the 25<sup>th</sup> of April in Elmwood Park.

**Arbor Day Event(s)** – Don reminded the Board that Leonard Lawrence requested to have an Arbor Day tree planting. He reported that Kay has contacted Logan Fontenelle Middle School and Wake Robin Elementary School to see if they would also like trees planted. **If not, she will contact other Bellevue Schools.**

**Tree Festival Dedication** – Don announced that he is working on the welcome sign for the Veteran's Memorial Forest that was planted in Banner Park. After the sign is installed, he will arrange the dedication ceremony event for us. It will probably be held in May or early June.

## **New Business**

### **Bellevue Public Library Events:**

**April 19, 2026** – Kay asked if we want to participate in the Family Festival event to be held at the Library on April 19. After a discussion of the event, it was noticed of the conflict with Bellevue's Earth Day event to be held across the street at Bellevue University. **Kay will contact the library staff about the conflict.**

**May 26, 2026** – This will be discussed at the March meeting.

**Seed Publication from PlantNebraska (Arboretum)** – a short discussion was held to see who has received the Seed Publication from Plant Nebraska, formerly known as the State-wide Arboretum.

**LB1072** – Don mentioned that members can still make comments to the Unicameral even though the hearing for this bill has already been held.

**EAB Response Plan Amendment** – Don passed out copies of his proposed amendment to the EAB Response Plan. All present agreed it was valid and **Don will send it to the city for filing.**

**Tree Inventory schedule** – will be discussed and set up at the March meeting.

**Tree Board Meeting dates and times** – Deborah asked if our meeting dates and times should be changed due to reoccurring conflicts. This will be added to the agenda for March.

**Officer Elections** – Don reminded the Board that Elections should be held in April. This will, also, be added to the agenda for the March Board meeting.

Don made a motion that we adjourn the meeting. Tom seconded the motion. All present voted in favor of the motion. Our next meeting will be on March 10, 2026, at 9 am.

Respectfully submitted,

Deborah L. Woracek, Secretary

Bellevue Tree Board

Tentative Agenda for March 10, 2026

Attendance

Minutes

Parks Report: Jim Shada

Old Business:

Year End Report update

**Arbor Day**

**Earth Day**

**Tree Festival Dedication**

**Roles**

**BPL upcoming events:  
May 26**

**New Business  
Elections**

**Dates/times of future meetings**

## MINUTE RECORD

Bellevue Planning Commission Meeting, February 26, 2026, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, February 26, 2026, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Aerni, Yoder, Sims, Hankins, Bennett, Ackley, Lasenburg, and Taylor-Jones. Absent was Commissioner Perrin. Also present was Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Bennett, seconded by Yoder, to approve the minutes of the January 22, 2026, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development, and small subdivision plat Lots 1 and 2, R & L Acres. Applicants: Kenneth L. & Rhonda L. Gearhart. General Location: 16402 S 36th St. Case #'s: Z-2601-01, S-2601-05.

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

Palm explained the request was for a small subdivision plat consisting of approximately 18 acres. The applicant proposed to split the parcel into two lots of approximately nine acres each. The property has been in the applicant's family for six generations, and the intent is to keep the land within the family. Under Residential Agriculture (RA) zoning, the minimum lot size is five acres, and the zoning would allow for no more than one single-family residence on each lot. The request was reviewed by Bellevue staff and Sarpy County Public Works, and all technical revisions had been completed by the surveyor. Staff is recommending approval of the request.

Denny Whitfield, 2913 Sheridan Road, Bellevue, NE, was present on behalf of the applicant and stated he is the professional land surveyor representing the Gearharts in this estate transfer. Palm asked if Whitfield had anything to add beyond the staff presentation. Whitfield responded that he did not have anything further to add and thanked the Commission.

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

Ackley asked staff whether the applicant had received an estimate from the Sarpy County and Cities Wastewater Agency regarding associated costs. Palm responded that the applicant was aware of those costs and further explained that prior to filing the plat, the applicant expressed interest in seeking a waiver of the per-acre development fee; however, that determination would be made by the Wastewater Agency and would need to be finalized prior to filing the plat. Ackley added that the costs could be significant and advised that the applicant should secure a waiver prior to filing. Palm stated that the applicant was aware.

Aerni asked staff for clarification regarding notification requirements, noting the property is near the edge of the City's extraterritorial jurisdiction (ETJ). Palm clarified that notifications are sent to property owners within 300 feet of the subject property, including those located outside the ETJ, with addresses obtained from Sarpy County records.

MOTION was made by Ackley, seconded by Lasenburg to recommend APPROVAL of a request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying

# MINUTE RECORD

Bellevue Planning Commission Meeting, February 26, 2026, Page 2

North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development, and small subdivision plat Lots 1 and 2, R & L Acres. Applicants: Kenneth L. & Rhonda L. Gearhart. General Location: 16402 S 36th St. Case #'s: Z-2601-01, S-2601-05. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, as well as lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING on April 7, 2026.**

PUBLIC HEARING was held on a request to amend Section 2.16, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district. Applicant: Tim Colby. Case #190.

Hankins asked staff for updates. Palm stated there were no updates.

Tim Colby, 4404 Longview St, Bellevue, NE, stated he was present with family members who have owned the property for several generations. He explained the proposal involved construction of a building to support farm operations, including a retail farm store, classroom space, commercial kitchen, and barn storage with a walk-in cooler. He noted the land has historically been farmed with corn and soybeans, and the family is transitioning the property into fruit and vegetable production. Colby stated the intent is to grow produce on-site, process it through a wash station and walk-in cooler, utilize the commercial kitchen as needed, and sell products directly to the public through the farm store. He noted the city's current zoning code does not clearly allow for this combination of uses, which led to the request to add an agritourism definition.

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

Palm stated that staff agrees the current zoning ordinance does not adequately encompass the proposed use. Staff researched agritourism definitions from other jurisdictions, incorporated APA (American Planning Association) terminology, and worked with the applicant to refine the proposed definition. Palm noted that while many neighboring jurisdictions, like Papillion and LaVista, do not include agritourism definitions within zoning codes, such definitions are more commonly found in county zoning ordinances where larger parcels are typical. Palm stated staff supports adding an agritourism definition to the Zoning Ordinance. She further explained staff had received a recent inquiry regarding whether agritourism could include camping or campground uses. Staff proposed clarifying the definition to exclude camping facilities. Palm presented a revised definition, stating that agritourism includes "activities conducted incidentally to the operation of a working farm, and offered to the public for the purpose of educational, recreational, or retail purposes. Examples of agritourism include but are not limited to pumpkin patches, classes related to agricultural products or skills, corn mazes, and picnic and party facilities offered in conjunction with the above. Agritourism does not include camping facilities, mechanical rides other than hayrack, and sightseeing vehicles." Palm stated staff would suggest the Commission make a recommendation to change the last sentence of the definition to read agritourism does not include camping facilities, mechanical rides other than hayrack, and sightseeing vehicles.

Palm noted that the clarification of not including campgrounds had not previously been discussed with the applicant but stated it did not change the applicant's intended use. Staff agreed with the applicant's request to require agritourism uses to obtain a Conditional Use Permit (CUP), which would allow City Council to retain review authority over site plans and specific uses.

Aerni asked how similar agritourism uses are handled, citing the nearby attraction in Papillion as an example. Palm responded that the nearby attractions are permitted through a Special Use Permit, noting that Bellevue utilizes Conditional Use Permits rather than Special Use Permits.

Aerni raised concerns regarding parking and traffic impacts and asked whether those issues would be adequately addressed through the CUP process. Palm responded that parking and site plan would be evaluated as part of the CUP review. Palm noted Article 8 of the Zoning Ordinance provides parking standards that may be used as guidance, and final determinations would be made on a case-by-case basis depending on the proposed activities. As part of the CUP process, the request would go through Planning Commission and City Council review and would need to include adequate justification for their consideration.

Yoder asked whether buildings constructed for agritourism uses would also be reviewed through the CUP process. Palm confirmed that such buildings would be reviewed and stated that while agricultural

# MINUTE RECORD

Bellevue Planning Commission Meeting, February 26, 2026, Page 3

structures are not typically subject to architectural design standards, staff proposed language requiring buildings to be compatible with surrounding land uses in scale and appearance as determined through the CUP process. She stated the applicant would present a rendering of the type of building he is proposing for construction, and further review would be on a case-by-case basis depending on the size of the plat.

Ackley stated support for the proposal and expressed appreciation for the use of a new building.

MOTION was made by Ackley, seconded by Bennett to recommend APPROVAL of a request to amend Section 2.16, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district. Applicant: Tim Colby. Case #190. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING on April 7, 2026.**

Meeting adjourned at 6:18 p.m.



Jenna Lance  
Planning/Permit Technician

# BOARD OF EQUALIZATION MINUTE RECORD

\*5b.3  
3/17/2026

Board of Equalization Meeting, March 3, 2026

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 3rd day of March 2026. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Julie Collins, and Jerry McCaw; Absent: Thomas Burns.

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

## Open Meetings Act

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

## Approval of the Agenda

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

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

## Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

With no one coming forward to speak, Mayor Hike declared the public hearing closed.

## Resolution BOE No. 2026-0303-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Mayor Hike asked for a motion on Resolution BOE No. 2026-0303-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

**Motion** was made by Casey, seconded by Welch, to approve BOE Resolution No. 2026-0303-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ) with the amendment of removing Selfmade LLC, 3202 Wallace Avenue, which was pulled by City Staff.

Roll call vote to approve BOE Resolution No. 2026-0303-01 as amended was as follows: Welch, Preister, Casey, Collins and McCaw voted yes; voting no: none; Absent: Burns. Motion carried.

## Adjournment

There being no further business to come before the Board, on motion made by Welch, seconded by Collins at 5:04 p.m., the meeting adjourned. Roll call vote was as follows: Welch, Preister, Casey, Collins and McCaw voted yes; voting no: none; Absent: Burns. 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 March 3, 2026 that all 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

# BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, March 3, 2026

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

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at [www.bellevue.net](http://www.bellevue.net). Minutes are subject to change upon City Council approval of the meeting minutes.

# MINUTE RECORD

\*5b.4  
3/17/2026

Bellevue City Council Meeting, March 3, 2026, Page 1

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the March 3, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: none.

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

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

## **PLEDGE OF ALLEGIANCE AND INVOCATION**

Mayor Hike led in the Pledge of Allegiance. Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East, provided the invocation.

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA:**

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

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by McCaw, seconded by Preister, to approve the consent agenda consisting of the following items: Approval of February 17, 2026 City Council Minutes, Acknowledge receipt of the Annual Tree Board Report and the Amendment to the adopted Bellevue's Emerald Ash Borer (EAB) Plan; and Acknowledge receipt of February 18, 2026 Board of Adjustment Minutes. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## **APPROVAL OF CLAIMS:**

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

## **SPECIAL PRESENTATIONS:**

### **Annual Tree Board Presentation (Tree Board - Nancy Scott)**

Ms. Nancy Scott provided a presentation on the Annual Tree Board Report. Discussion followed.

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES: NONE**

## **ORDINANCES FOR ADOPTION: (Third Reading):**

## **ORDINANCES FOR PUBLIC HEARING: (Second Reading):**

**Ordinance No. 4202: Request to rezone Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B Except Right-of-Way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development. Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy. (Planning Director)**

Ordinance No. 4202: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about the NW Corner of S. 36<sup>th</sup> St. and Granada Pkwy, more particularly described in Section 1 of the Ordinance and to provide an effective date was read for the third and final time.

**Motion** was made by Welch, seconded by Collins, to approve Ordinance No. 4202: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance

# MINUTE RECORD

Bellevue City Council Meeting, March 3, 2026, Page 2

No. 4146 by changing the zone classification of land located at or about the NW Corner of S. 36<sup>th</sup> St. and Granada Pkwy, more particularly described in Section 1 of the Ordinance and to provide an effective date. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## Request to Preliminary Plat Lot 1, Roth's Anderson Grove.

**Motion** was made by Welch, seconded by Collins, to approve the Request to Preliminary Plat Lot 1, Roth's Anderson Grove. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## Ordinance No. 4203: Request to vacate all of the right-of-way between Lot 62 Southern View 3rd Platting and Lot 1 Milt's Addition. Applicant: Peter Senior. General Location: 2710 Bonnie Street/Sarpy Avenue. (Public Works Director

Ordinance No. 4203: An ordinance to vacate that part of the alley right-of-way described as between Lot 62, Southern View 3<sup>rd</sup> Platting and Lot 1, Milt's Addition, Bellevue, a subdivision in Sarpy County, Nebraska with title thereto vesting in the abutting property owner and to provide an effective date therefore was read for the third and final time.

**Motion** was made by Preister, seconded by McCaw, to approve Ordinance No. 4203 An ordinance to vacate that part of the alley right-of-way described as between Lot 62, Southern View 3<sup>rd</sup> Platting and Lot 1, Milt's Addition, Bellevue, a subdivision in Sarpy County, Nebraska with title thereto vesting in the abutting property owner and to provide an effective date therefore. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## ORDINANCES FOR PUBLIC HEARING: (Second Reading): NONE

## ORDINANCES FOR INTRODUCTION (1st reading): NONE

## PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

## RESOLUTIONS:

### Resolution No. 2026-03: A resolution to adopt a post-issuance compliance policy and procedures for the city's tax-exempt bonds. (Finance Director)

**Motion** was made by Welch, seconded by Collins, to approve Resolution No. 2026-03: A resolution to adopt a post-issuance compliance policy and procedures for the city's tax-exempt bonds. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## CURRENT BUSINESS:

### Approve and authorize the Mayor to sign Interlocal Agreement with Omaha Police Department, Sarpy County Sheriff's Office, Douglas County Sheriff's Office and Washington County Sheriff's Office for SWAT response/assistance across jurisdictional lines. (Police Chief)

**Motion** was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign Interlocal Agreement with Omaha Police Department, Sarpy County Sheriff's Office, Douglas County Sheriff's Office and Washington County Sheriff's Office for SWAT response/assistance across jurisdictional lines. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

### Approve & authorize the Mayor to sign the quote from Federal Signal Safety and Security Systems to purchase and replace a Siren Control Head on Siren No. 15, in an amount not to exceed \$16,760.55. (Fire Chief)

**Motion** was made by Collins, seconded by McCaw, to approve & authorize the Mayor to sign the quote from Federal Signal Safety and Security Systems to purchase and replace a Siren Control Head on Siren No. 15, in an amount not to exceed \$16,760.55. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

### Approve and authorize the Mayor to sign the Contract Renewal with UKG Inc. for Payroll and HRIS Software for the term of April 1, 2026 through March 31, 2029, in an amount of approximately \$4,900.00/annually. (HR Director)

**Motion** was made by McCaw, seconded by Casey, to approve and authorize the Mayor to sign the Contract Renewal with UKG Inc. for Payroll and HRIS Software for the term of April 1, 2026 through March 31, 2029, in an amount of approximately \$4,900.00/annually. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, March 3, 2026, Page 3

**Approve and authorize the Mayor to sign the Agreement with USA PRIME OMAHA for the use of Aspen Park Ballfields, in an amount of \$2,000.00. (Public Works Director)**

**Motion** was made by McCaw, seconded by Preister, to approve and authorize the Mayor to sign the Agreement with USA PRIME OMAHA for the use of Aspen Park Ballfields, in an amount of \$2,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve the Proposal Capital Business Systems to replace the Plotter/Scanner, in an amount not to exceed \$8,052.00. (Public Works Director)**

**Motion** was made by Collins, seconded by McCaw, to approve the Proposal Capital Business Systems to replace the Plotter/Scanner, in an amount not to exceed \$8,052.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve Change Order with Holland Basham Architect for the Bellevue Indoor Water Park, in an amount not to exceed \$155,726.00. (Community & Economic Development Director)**

**Motion** was made by Collins, seconded by Preister, to approve Change Order with Holland Basham Architect for the Bellevue Indoor Water Park, in an amount not to exceed \$155,726.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**ADMINISTRATION REPORTS:**

Comments must be limited to items on the current Reports ([February report is attached to this packet](#)) Discussion occurred on items.

**CLOSED SESSION: NONE**

**ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Collins, the meeting was adjourned at 6:45 p.m.

Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw, voted yes; voting no: none; abstain: 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 City Council on March 3, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

\_\_\_\_\_  
Susan Kluthe, City Clerk

# MINUTE RECORD

6.  
3/17/2026

## CLAIMS FOR 2026/03/17 COUNCIL MEETING

PAGE 1

### MAYOR

BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	STATE OF THE CITY OF BELLEVUE 2026	25.00
OMAHA WORLD-HERALD	2026/03/01-2027/02/28 RENEW SUBSCRIPTION	555.99
		<b>\$ 580.99</b>

### CITY ADMINISTRATOR

AMAZON.COM, LLC	PC-CALENDAR	9.99
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	STATE OF THE CITY OF BELLEVUE 2026	25.00
CAPITAL BUSINESS SYSTEMS, INC	2026/01/20-02/19 COPIER EXPENSE	79.64
MAVERICK	PC-FUEL FOR CITY VEHICLE	53.21
OMAHA WORLD HERALD	PC-2025/11/30M OWH DIGITAL	19.99
OPENAI	PC-2025/10/30-2025/11/30 SUBSCRIPTION	20.00
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	78.72
WSJ/BARRONS SUBSCRIPTION	PC-2025/10/30 WSJ SUBSCRIPTION	58.84
		<b>\$ 345.39</b>

### LEGAL

CAPITAL BUSINESS SYSTEMS, INC	2026/01/07-02/06 COPIER EXPENSE	58.38
THOMSON REUTERS - WEST	PC-2025/11/30M MONTHLY SUBSCRIPTION	636.00
		<b>\$ 694.38</b>

### CABLE ADVISORY

COX BUSINESS SERVICES	2026/02/19-03/18 MONTHLY SERVICE	9.04
		<b>\$ 9.04</b>

### CITY COUNCIL

BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	STATE OF THE CITY OF BELLEVUE 2026	25.00
		<b>\$ 25.00</b>

### CITY CLERK

BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	LEADERSHIP BELLEVUE TUITION-HARBIN	1,250.00
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	632.12
CAPITAL BUSINESS SYSTEMS, INC	2026/01/26-02/25 COPIER EXPENSE	135.60
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
SHIRLEY HARBIN	REIMB MILEAGE FOR SEACA MEETING	55.10
		<b>\$ 2,102.82</b>

### FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-CALENDARS, DRAWER RAILS, OFFICE SUPPLIES	133.12
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	STATE OF THE CITY OF BELLEVUE 2026	75.00
CAPITAL BUSINESS SYSTEMS, INC	2025/12/21-2026/01/20 COPIER EXPENSE	15.24
CAPITAL BUSINESS SYSTEMS, INC	2026/01/21-02/20 COPIER EXPENSE	13.81
CAPITAL BUSINESS SYSTEMS, INC	2026/01/20-02/19 COPIER EXPENSE	210.60
HILTON COLUMBUS DOWNTOWN	PC-LODGING FOR CONFERENCE-S HOUGHTALING	1,920.12
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
MOMENTIVE SOFTWARE	PC-ABILA LICENSE FEES-XTRA 5 USERS	907.40
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-R GAMMELL, SCHWISOW	334.99
		<b>\$ 3,640.28</b>

### LIBRARY

ABE BOOKS	PC-BOOK	109.89
AMAZON.COM, LLC	PC-CALENDARS, FIRST AID KITS, RUBBER STAMPS, CASE FOR TABLET, CARPET CLEANER MACHINE, PROGRAM SUPPLIES, DVD'S, BOOKS	4,419.90
CAPITAL BUSINESS SYSTEMS, INC	2026/01/31-02//27 COPIER EXPENSE	147.79
CAPITAL BUSINESS SYSTEMS, INC	2025/12/02-2026/03/01 COPIER EXPENSE	479.25
CENTURY LINK	2026/02/11-3/10 MONTHLY SERVICE	147.52
CHOOSECO LLC	PC-BOOK	93.84

# MINUTE RECORD

## CLAIMS FOR 2026/03/17 COUNCIL MEETING

PAGE 2

### LIBRARY (cont'd)

COLUMN SOFTWARE, PBC	PC-LEGAL AD	18.00
COX BUSINESS SERVICES	2026/02/09-03/08 MONTHLY SERVICE	745.99
DEMCO	PC-BOOK COVERS, LABELS	481.31
HOSTGATOR.COM	PC-2025/10/26-11/25 MONTHLY DOMAIN MAINTENAN	87.99
INDOFF, INC	PC-PAPER	300.95
INGRAM LIBRARY SERVICES LLC	BOOKS	1,977.69
J P COOKE COMPANY	PC-NOTARY STAMP-FARRELL	50.00
LIBRARY IDEAS	VOX BOOK	51.93
MATRIX BUSINESS SYSTEMS INC	2026/01/31-02/28 COPIER EXPENSE	28.16
MIDWEST TAPE	DVD	23.24
NEBRASKA SECRETARY OF STATE	PC-2026/02/06-2030/02/05 NOTARY RENEWAL-FARRE	32.50
OVERDRIVE, INC	DIGITAL CONTENT PURCHASES	2,000.00
QUADIENT LEASING USA, INC	2026/03/08-06/07 LIBRARY POSTAGE METER LEASE	282.33
RUFF WATERS, INC	2026/02/28M AQUARIUM MAINTENANCE & SUPPLIES	274.98
SCOTT WELCH	PC-2025/11/30M WEB HOSTING	125.00
SIRSI CORPORATION	2026/04/01-2027/03/31 SIRSIDYNIX ANNUAL	23,457.53
TECHSOUP	PC-OFFICE STANDARD SOFTWARE LIC (4)	160.00
WALMART SUPERCENTER	PC-BOOK	6.99
		<b>\$ 35,502.78</b>

### ADMINISTRATIVE SERVICES/PERSONNEL

BENEFIT PLANS	2025/12/31Q PARTICIPANT FEES	1,066.25
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	PHYSICAL TESTING, DRUG SCREEN	240.00
OMAHA PUBLIC POWER DISTRICT	2026/01/23-02/20 MONTHLY SERVICE	253.88
PRECISE MRM LLC	2025/12/31M FLAT DATA PLAN	115.00
PRECISE MRM LLC	2026/01/31M FLAT DATA PLAN	115.00
SIMPLIVERIFIED, LLC	BACKGROUND CHECKS	62.00
SOUTHWEST AIRLINES	PC-TRAVEL FOR CONFERENCE	486.36
UPS	PAYROLL MAILING CHARGES	30.00
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	1,295.99
		<b>\$ 3,694.48</b>

### CODE ENFORCEMENT

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	170.68
CAPITAL BUSINESS SYSTEMS, INC	2026/01/10-02/09 COPIER EXPENSE	115.62
CNA SURETY DIRECT BILL	2026/02/27-2030/02/27 SURETY BOND-E FOREMAN	40.00
GOVDIRECT, INC	RAM STICK'S FOR INSPECTORS LAPTOP'S, SHIPPING	819.25
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, SAFETY SHOES-SIMPSON, GREGURICH	775.82
PAPILLION SANITATION	2026/02/23 CODE CLEAN UP	546.56
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	545.72
		<b>\$ 3,013.65</b>

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 260113-BELLEVUE BLVD NORTH REHAB 2026/01/12-02/08	16,205.58
ALFRED BENESCH & COMPANY	BPW 240122-GOOGLE FIBER INSTALLATION 2026/01/12-02/08	4,563.58
AMERICAN PUBLIC WORKS ASSOCIATION	2024/11/01-2025/10/31 MEMBERSHIP	1,192.00
CAPITAL BUSINESS SYSTEMS, INC	2026/01/22-02/21 COPIER EXPENSE	80.53
FAIRFIELD INN	PC-LODGING FOR CONFERENCE-ADEKUNLE, GOEDEKE	787.44
HDR ENGINEERING, INC	BPW 240603-SCWWA CONNECTION EVAL 2025/11/30- 2026/02/21	4,634.32
JEO CONSULTING GROUP, INC	BPW 250803-QUAILCREEK DAM THRU 2026/02/20	1,653.75
JEO CONSULTING GROUP, INC	BPW 250119-PW STRATEGIC PLANNING THRU 2026/02/13	6,192.50
LOGO LOGIX EMBROIDERY & SCREEN	PC-SCREEN PRINT SAFETY APPAREL	764.00
NEBRASKA FLOODPLAIN & STORMWATER MGR ASSN	PC-2025 ANNUAL MEMBERSHIP MEETING-KRAGER	20.00
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL	8,590.63
OLSSON ASSOCIATES	BPW 240802-WATERPARK INFRASTRUCTURE 2025/12/07-2026/02/07	78,207.74

# MINUTE RECORD

## CLAIMS FOR 2026/03/17 COUNCIL MEETING

PAGE 3

### PUBLIC WORKS (cont'd)

ONE CALL CONCEPTS	2026/02/28M LOCATES	918.38
PRECISE MRM LLC	2026/01/31M FLAT DATA PLAN	92.00
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	38.57
		<b>\$ 123,941.02</b>
A-RELIEF SERVICES	2026/02/28M PORTABLE RESTROOMS-SWANSON	199.00
CAPITAL BUSINESS SYSTEMS, INC	2026/01/18-02/17 COPIER EXPENSE	48.95
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES	176.00
HOME DEPOT	PC-CUTOFF BLADES, CARPET SEAM & TAPE	231.63
MARKING REFRIGERATION, INC	ICE MACHINE MAINTENANCE	568.00
MENARDS	PC-LENS WIPES, HOOKS, NET CLIMBER BIT SET, CLEANING SUPPLIES	375.83
PRECISE MRM LLC	2026/01/31M FLAT DATA PLAN	299.00
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	1,426.79
		<b>\$ 128,315.17</b>

### RECREATION

BELLEVUE PRINTING COMPANY	RECREATION REGISTRATIONS, POOL PASSES	206.75
PRECISE MRM LLC	2026/01/31M FLAT DATA PLAN	92.00
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	32.33
		<b>\$ 331.08</b>

### FACILITY MAINTENANCE

AMAZON.COM, LLC	PC-REED TOOL METER BOX KEY, URINAL SCREENS	135.86
CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,336.64
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACE BOILER ACTUATOR-PLANNING	1,444.00
CERRIS SYSTEMS NORTH CENTRAL, INC	HEAT PUMPS (3) NOT WORKING-PD	1,186.75
FILTER SHOP	PC-FILTERS	538.10
FIRE PROTECTION SERVICES	REPLACE SMOKE DETECTOR-DIST 2	340.00
GEARHART CONSTRUCTION & PLUMBING INC	REPAIR LEAKING WATER LINE	1,775.97
GRAINGER	PC-(2) PILLOW BLOCK BEARING-LOOKINGGLASS	1,136.30
HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS & SERVICE-PD	222.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	28.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	157.66
MENARDS	PC-TANK LEVERS,SHELVING UNIT, CLEANING SUPPLIES, MORTAR, DRILL BITS, GREASE, ELEC TAPE, JOINT COMPOUND, TOOLS, BLADES, FILTERS	1,139.55
NEBRASKA DEPARTMENT OF WATER & ENERGY	PC-CREDENTIAL PUBLIC WATER OPERATOR-NIEMIER, ZIMMER	230.00
NEBRASKA FURNITURE MART	COUNTERTOPS IN BATHROOM-DIST 3	5,389.94
OMAHA PUBLIC POWER DISTRICT	2026/01/14-02/11 MONTHLY SERVICE	36.97
OMAHA PUBLIC POWER DISTRICT	2026/01/26-02/23 MONTHLY SERVICE	39.56
OVERHEAD DOOR CO OF OMAHA	LEVELED DOOR & REPLACED BELT-WW#3	21.00
PRECISE MRM LLC	2026/01/31M FLAT DATA PLAN	161.00
ROCHESTER MIDLAND CORPORATION	2026/03/31M WATER ENERGY TEAM FIXED BILLING	399.60
SHERWIN WILLIAMS CO	PC-PAINT-BALDWIN, REED CENTER	124.16
TRICO MECHANICAL SERVICES	REPLACE HEAT EXCHANGERS-SENIOR CTR	6,284.37
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	676.49
WESTLAKE ACE HARDWARE	PC-WATER SOFTENER, PRUNING TOOL	71.44
		<b>\$ 22,875.36</b>

### CEMETERY

A-RELIEF SERVICES	2026/01/24-02/20 PORTABLE RESTROOMS	199.00
CAPITAL BUSINESS SYSTEMS, INC	2026/03/06-04/05 COPIER EXPENSE	17.51
MENARDS	PC-GOOF OFF SPRAY, GLASSES, WIRE BRUSHES, CURTAINS, SPRAY PAINT	108.50
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	75.00
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	220.52
		<b>\$ 620.53</b>

### STREETS

ALFRED BENESCH & COMPANY	BPW 240101-MAJOR STREET RESURFACING	2,970.83
ALFRED BENESCH & COMPANY	2026/01/12-02/08 BPW 250104-CITY OVERLAY PROJECTS 2025/12/15-2026/02/08	4,734.50
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, JANITORIAL SUPPLIES	443.74
ASP ENTERPRISES, INC	STAPLES FOR MATTING, LAWN BLANKET	1,125.00

# MINUTE RECORD

## CLAIMS FOR 2026/03/17 COUNCIL MEETING

PAGE 4

### STREETS (cont'd)

CROW LAWN CARE LLC	2025/09/22-10/08 ROW MOWING-CYCLE 10	10,982.88
CROW LAWN CARE LLC	2025/10/09-10/24 ROW MOWING-CYCLE 11	10,982.88
CROW LAWN CARE LLC	2025/11/05-11/20 ROW MOWING-CYCLE 12	10,982.88
HDR ENGINEERING, INC	BPW 240501-PRAIRIE HILLS DEV-INFRASTR 2026/01/25-02/21	20,990.00
HGM ASSOCIATES INC	BPW 250602-FT CROOK BRIDGE TRAFFIC CONTROL THRU 2026/02/15	476.18
INDEPENDENT SALT CO	ICE CONTROL SALT	1,642.19
JACOBS ENGINEERING GROUP, INC	BPW 250301-QUAIL CREEK REHAB 2025/12/26- 2026/01/23	4,206.63
JACOBS ENGINEERING GROUP, INC	BPW 240124-WHITTED CREEK 2025/12/26- 2026/01/23	26,378.11
JEO CONSULTING GROUP, INC	BPW 250120-INDUSTRIAL RD DRAINAGE IMP 2026/01/24-02/20	2,798.75
KURTIS LKEMP	REIMB MILEAGE FOR CDL CLASS	430.65
OMAHA PUBLIC POWER DISTRICT	2026/01/05-02/02 MONTHLY SERVICE	64.14
OMAHA PUBLIC POWER DISTRICT	2026/01/26-02/23 MONTHLY SERVICE	268.52
OMAHA PUBLIC POWER DISTRICT	2026/01/27-02/24 MONTHLY SERVICE	10,763.33
PRECISE MRM LLC	2026/01/31M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	3,266.48
THE SCHEMMER ASSOCIATES	BPW 250102-CONCRETE PANEL PROJECTS 2026/01/31M	3,736.88
THE SCHEMMER ASSOCIATES	BPW 240201-FONTENELLE & FOREST HILLS 2025/12/01-2026/01/31	3,337.42
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	5,789.74
VALLEY CORPORATION	BPW 240604-FT CROOK & CARY BOX CULVERT REPAIR THRU 2026/2/17	119,299.52
		<b>\$ 246,867.25</b>

### FLEET MAINTENANCE

AFFORDABLE COMPUTER REPAIR	PC-AC ADAPTER	55.00
AGRIVISION EQUIPMENT GROUP	PC-CHAIN LOOP, HOSE, CARBURETOR, WASHERS, SPRINGS, O-RINGS	387.85
ALLIED OIL & TIRE COMPANY	GREASE, TRANSMISSION FLUID	811.59
AMAZON.COM, LLC	PC-BATTERY BOX/MOUNTING STRAP, HOOD STRUTS, MAGNETIC MIC, GLOBE VALVE, PRESSURE SENSOR, RELAY BLOCKS, JUNCTION BOX, VENT LINE KIT, FAN TERMINAL PROTECTORS, BRAKE PADS, CV-AXLES,	1,386.71
ARNOLD MOTOR SUPPLY	AIR BRAKE FITTINGS, BALL BEARINGS	378.78
AUTOMOTIVE WAREHOUSE DIST, INC	FUSES, FILTERS, FITTINGS, TENSIONER PULLEY, BEARINGS, LIGHT, BELTS	1,045.00
AUTOZONE, INC	BELT IDLER TENSIONER	29.92
BAUER BUILT TIRE & SERVICE	TIRES	537.54
BAXTER FORD OF OMAHA	PIPE, HOSE, SCREWS, HOUSING, PROCESSOR, SHOCK ASSY, COOLANT GASKETS, WATER PUMP, TIMING CHAIN GUIDE, TRANSMISSION FLUID & CAP	3,441.54
BEARDMORE CHEVROLET		35.56
BOBCAT OF OMAHA	PC-SERVICE MANUAL FOR S770, COUPLERS	413.95
CAPITAL BUSINESS SYSTEMS, INC	2026/01/20-02/19 COPIER EXPENSE	69.56
CORNHUSKER INTERNATIONAL TRUCKS	STARTER MOTOR, CORE DEPOSIT	209.65
CUMMINS SALES AND SERVICE	BREATHER GASKET	49.30
DULTMEIER SALES LLC	PC-DISCHARGE SUCTION HOSES, STRAINERS, COUPLERS, HOSE MENDER, SHANK ADAPTERS,	932.93
EDWARDS CHRYSLER DODGE JEEP RAM	PC-OXYGEN SENSOR	69.34
FACTORY MOTOR PARTS CO	HUB ASSY-WHEEL, ENGINE OIL FILTER	346.40
GALVIN GLASS	WINDSHIELD REPAIR	45.90
GRAHAM TIRE COMPANY	PC-TIRES	1,440.00
GRAINGER	ALUMINUM LEVER HANDPUMP	301.85
HART'S AUTO SUPPLY, LLC	FRONT ROTOR, REAR ROTOR, BRAKE PADS	1,980.00
HENDERSON PRODUCTS, INC	SPRING EXTENSION, HYD MOTOR	520.59
HOSE & HANDLING, INC	PC-ADAPTER, INSERT, FEMALE SWIVEL, BRASS NOZZL	182.32
HOUSE OF MUFFLERS AND BRAKES	PC-REPLACE TAIL PIPE AND HANGERS	327.22
IDEAL PURE WATER COMPANY	BOTTLED WATER	78.00
INTERSTATE BATTERIES	PC-BATTERIES	2,474.56
INTERSTATE BATTERIES	BATTERIES	1,371.54
J & J SMALL ENGINE SERVICE	PC-DIPSTICK, O-RING, FUEL MANIFOLD VENT	114.58
JIM HAWK TRUCK TRAILERS	PC-AIR DRYER FILTER, BRAKE SHOES, CLEVIS KIT, DRYER CARTRIDGES	1,487.19

# MINUTE RECORD

## CLAIMS FOR 2026/03/17 COUNCIL MEETING

PAGE 5

### FLEET MAINTENANCE (cont'd)

JONES AUTOMOTIVE	TELESCOPING POLE, EQUIPMENT BRACKET, SWING ARM WITH MOTION DETECTOR	1,365.42
KRIHA FLUID POWER CO	PC-HOSE ASSY FITTINGS, ELB OW TUBES, TRIPLE-LOK SWIVEL, ORB	478.08
LAMPE'S CLEAN AIR SPECIALISTS	PC-REAR CABIN FILTER	87.10
LOGAN CONTRACTORS SUPPLY	RADIATOR, COOLER, BEARINGS, PIVOTS	878.41
MACQUEEN EQUIPMENT, LLC	PC-BOOM OUT CYLINDERS, OIL ELEMENT GENERATOR, FUEL FILTER PLATE	11,719.16
MACQUEEN EQUIPMENT, LLC	REPAIR KIT, BUSHINGS, PIVOT PINS	288.80
MATHESON TRI-GAS INC	WELDING HELMET GLOVES, JACKET, ACETYLENE	718.42
MENARDS	PC-EXTRACTION PUMP, ADAPTES, PVC PIPE, BREAKER, SOCKETS, WIRE ROPE, TRASH CANS	274.76
MICHAEL TODD INDUSTRIAL SUPPLY	PC-200 FT LOG CHAIN	1,544.24
NAPA AUTO PARTS	40LP FUSES, FITTINGS, FILTERS, BELT TENSIONER, BRAKE PARTS CLEANER, GLOVES	1,602.78
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	RUBBER BUMPERS, BRUTE DRILL BITS, TY-RAP, STUD EYELETS, GROMMETS	434.64
OMAHA SLINGS	PC-NYLON WEB SLING	90.56
PETERSEN & MICHELSEN HARDWARE CO,	PC-SNOW BLADES	197.94
POWERPLAN	CUSTOMER SERVICE ADVISOR	6,498.47
PRECISE MRM LLC	PC-2025/09/30 FLAT DATA PLAN	161.00
SCHAEFFER MANUFACTURING CO	PC-SPRAYER DEGREASER	566.70
SWAN ENGINEERING, LLC	PC-SQUARE CUT RING	9.80
TOOL SHED OF OMAHA	PC-HOLESAW KIT, BATTERY	448.00
TOYNE, INC	SERIES III 5 WIRE DASS REPLACEMENTS (7), SHIPPING	1,974.54
TY'S OUTDOOR POWER & SERVICE	HYDRAULIC FLUID	52.96
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	797.24
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS	156.11
WELDON PARTS INC	PC-DRUMS	1,172.77
WESTLAKE ACE HARDWARE	PC-NYLON NUTS, SCREWS	28.88
		<b>\$ 52,071.15</b>

### SOLID WASTE

PAPILLION SANITATION	2026/02/28M TRASH HAULING FEES	373,617.74
PAPILLION SANITATION	2026/02/03-02/10 GLASS RECYCLING	434.02
		<b>\$ 374,051.76</b>

### PLANNING

CAPITAL BUSINESS SYSTEMS, INC	2026/01/18-02/17 COPIER EXPENSE	58.04
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	7.09
DELL MARKETING L.P.	VIDEO CONFERENCING MONITORS (3)	1,650.00
		<b>\$ 1,715.13</b>

### PERMITS & INSPECTIONS

AMAZON.COM, LLC	PC-FLASHLIGHTS, TAPE MEASURE, BINOCULARS	313.27
BELLEVUE PRINTING COMPANY	PRINT SEWER LOCATION CARDS	125.00
CAPITAL BUSINESS SYSTEMS, INC	2026/01/18-02/17 COPIER EXPENSE	134.44
CHRISTENSEN EXCAVATING CO, INC	DEMOLITION OF 1416 FAIRFAX RD	13,400.00
CORNHUSKER AUTO WASH	2026/02/28M CAR WASHES	74.74
NATIONAL FIRE PROTECTION ASSOCIATION	PC-NAT'L ELECTRIC CODE HANDBOOK	298.54
STERICYCLE, INC	PURGE SHREDDING SERVICE	1,894.64
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	574.31
		<b>\$ 16,814.94</b>

### POLICE

ABM SUPPLY	HELMET W/RAILWS, HEADLAMP, VISOR	568.00
ACE INTERDICTION TACTICS	PC-CARTEL TRAPS-MONAY	299.00
AMAZON WEB SERVICES, INC	2026/01/28M AMAZON WEB SERVICES	1,346.86
AMAZON.COM, LLC	PC-BATTERIES, KEYBOARD AND MOUSE, PENCILS, SCANNER, PAPER CUTTER, PROJECTOR STAND, DOCKING STATIONS VACUUM CLEANER BAGS, LASER BORE SIGHTER, HDMI PRESENTATION EQUIPMENT	4,720.27
AMERICAN COUNCIL ON EXERCISE	PC-2025/10/13-11/12-TRAINING MEMBERSHIP-BANKS	34.95
ANTHROPIC PBC	PC-2025/10/16-11/16 CLAUDE PRO-KIRWAN, JASHINSKE	40.00

# MINUTE RECORD

## CLAIMS FOR 2026/03/17 COUNCIL MEETING

PAGE 6

### POLICE (cont'd)

AT&T MOBILITY-CC	2026/01/05-02/04 MONTHLY SERVICE	4,155.50
CANVA US INC	PC-2025/11/09-2026/11/08 CANVA PRO-KOLBE, VETTER	240.00
CAPITAL BUSINESS SYSTEMS, INC	STAPLES FOR COPIER	79.34
CNA SURETY DIRECT BILL	PC-2025/12/03-2029/12/03 NOTARY BOND-BETSWORTH	40.00
CORNBREAD CUSTOM SIGNS	PC-LARGE WOODEN PATCH DISPLAY	250.00
FAMILY FARE	PC-TRUNK OR TREAT	107.95
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	68.95
GREAT PLAINS UNIFORMS	BACK EMBROIDERED (135 ITEMS)	7,160.50
GREAT PLAINS UNIFORMS	METAL NAME TAG-D ACHENBACH	49.00
GREAT PLAINS UNIFORMS	CAP BANDS	59.00
GREAT PLAINS UNIFORMS	UNIFORM PANTS, SHIRTS-S BETTS	641.83
GREAT PLAINS UNIFORMS	METAL NAME TAGS (8)	147.00
GREAT PLAINS UNIFORMS	BALLISTIC VEST-S BETTS	1,280.00
GT DISTRIBUTORS, INC	SAFARILAND HOLSTERS (2), FREIGHT	345.00
HOLIDAY INN EXPRESS & SUITES GRAND ISLAND	PC-LODGING FOR TRAINING-GREINER, HAVERTY, K MANNING	1,742.31
HYUNDAI MOTOR FINANCE	2026/02/28M LEASE PMT-HIDTA-DEA	720.01
INTOXIMETERS, INC	DRY GAS FOR DATAMASTER	373.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	175.73
JON HOBBS	REIMB PER DIEM FOR TRAINING ATAP WINTER CONFERENCE	306.00
MATRIX BUSINESS SYSTEMS INC	2026/01/31-02/28 COPIER EXPENSE	139.05
MOTOROLA SOLUTIONS, INC	2026/02/17-2029/02/16 RADIOS ESSENTIALW/ADV REPLACEMENT	1,767.70
MOTOROLA SOLUTIONS, INC	M500 ICV SYSTEM (5) IN-CAR/BODY CAMERAS	21,893.90
MYZONE, INC	PC-2025/11/30M WELLNESS PROGRAM	75.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	PC-RECERTIFICATION FEE-RENDON	75.00
NEBRASKA SECRETARY OF STATE	PC-2025/11/10-2029/12/03 NOTARY RENEWAL-HAVERTY	32.50
NEBRASKA SECRETARY OF STATE	PC-2025/12/03-2029/12/02 NOTARY RENEWAL-BETSWORTH	32.50
OAKLEY STANDARD ISSUE	PC-BALLISTIC EYE PROTECTION	2,630.27
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/10/26-11/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/11/02-12/01 EVIDENCE STORAGE	164.00
PVP COMMUNICATIONS, INC	HELMETS W/WIRELESS SYSTEM CONTROL (10)	24,032.00
RAMSEY SOLUTIONS	PC-WELLNESS INITIATIVE COURSE FOR FINANCING	999.00
SAMANTHA SPACHER	REIMB MID DOWN JACKET	197.90
SIGNIT-SIGNS & GRAPHICS	PC-EUROFIT STRAIGHT WALL KIT	1,478.00
SPARTAN NASH STORES, LLC	SUPPLIES	267.78
SPEEDPRO OMAHA	PC-MAGNETIC CALL SIGNS	133.51
THE RIVERSIDE HOTEL	PC-LODGING FOR TRAINING-LAMPMAN	674.61
TRAVELERS	2026/02/28 PAID LOSS RECOVERY	2,887.00
TRED-MARK COMMUNICATIONS	INSTALL CAT6A DATA CABLE - NEW RECORDS OFFICES, MATERIALS	8,611.00
TRISTAR CLAIMS MANAGEMENT SERVICES	PREFUND REQUEST	41,002.69
ULINE	DESKTOP DUAL BARCODE PRINTER	1,545.43
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	13,604.83
WALMART SUPERCENTER	PC-MICROWAVE	185.00
		<b>\$ 147,542.87</b>

### FIRE & RESCUE

AT&T MOBILITY-CC	2026/01/05-02/04 MONTHLY SERVICE	267.50
AIRGAS USA, LLC	2026/01/31M CYLINDER RENTAL, OXYGEN	291.40
ALERT ALL CORPORATION	FIRE PREVENTION ROLL OF STICKERS-FIREFIGHTER MASKS	442.50
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, COFFEE SUPPLIES, PRINTER SUPPLIES,UPS BATTERY POWER, USB DRIVES	1,718.48
BOUND TREE MEDICAL, LLC	BLOODCOMM CONNECT W/CELLULAR ACCESS, BP CUFF AND BLADDER, MASKS, LUBE STRAPS, ALBUTEROL, LANCETS, GLUCOSE METERS, BLS CARDS	3,945.63
CREIGHTON UNIVERSITY COLLEGE OF NURSING		488.50
DANKO EMERGENCY EQUIPMENT	DRY SUITS FOR RIVER SUPPLY	2,943.75
EC DATA SYSTEMS, INC	PC-2025/10/31M SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	THREAD STRUTS, STRUT EXTENSIONS, SHIPPING, AIR ANALYSIS	10,927.00

# MINUTE RECORD

## CLAIMS FOR 2026/03/17 COUNCIL MEETING

PAGE 7

### FIRE & RESCUE (cont'd)

ELLIS MANUFACTURING CO, INC	PC-SCREW JACKS TRAINING	1,884.72
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-A BISHOP, MAW, SPENCER, MARTIN	705.30
HOME DEPOT	PC-CABLE STAPLES, POWER STRIP, TAPELIGHT FOR TRAINING, CHAIR CASTERS	562.41
JERSEY MIKE'S SUBS	PC-MEALS FOR TESTING	53.22
MEDICUS HEALTH	PC-SAFE FOR PSS VEHICLE	468.71
MENARDS	PC-BATTERIES, CLEANING SUPPLIES, CLAMPS, SLEDGE HAMMER, RIP BAR	1,739.50
MES SERVICE COMPANY	GLOBAL HARNESS EQUIPMENT	448.00
NATIONAL FIRE PROTECTION ASSOCIATION	PC-2025/11/01-2026/10/31 MEMBERSHIP DUES	225.00
NEBRASKA FURNITURE MART	PC-MICROWAVE, BED FRAME	446.00
OMAHA PUBLIC POWER DISTRICT	2026/01/27-02/24 MONTHLY SERVICE	33.10
STARLINK - A DIVISION OF SPACE EXPLORATION TECH	PC-2025/10/28-11/28 STARLINK CLOUD STORAGE	165.00
TARGET CORPORATION	PC-BOTTLE WATER, CANDIES FOR HALLOWEEN	234.17
TELEFLEX FUNDING, LLC	45MM NEEDLES, STABILIZERS	1,200.00
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	7,177.91
WALMART COMMUNITY	PC-CANDIES FOR HALLOWEEN	501.80
WITMER PUBLIC SAFETY GROUP	SINGLE PULLEY, LEG STRAPS, WATERLINE	417.11
ZOLL DATA SYSTEMS INC	2026/04/30M BILLING FEES	1,654.80
		<b>\$ 38,949.46</b>

### NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2026/01/31M ACCT 1000 ANALYSIS CHG	491.58
ABBY HIGHLAND	2026/01/31M CONSULTANT EXPENSES	1,842.50
CENTURY LINK	2026/01/04-02/03 MONTHLY SERVICE	293.50
COVERYS	2026/02/28M COVERYS REINSURANCE	72,191.92
FIRST NATIONAL BANK OF OMAHA	2026/01/31M ACCT 1084 ANALYSIS CHG	660.10
FORVIS MAZARS LLP	2025/09/30 FYE 2025 PROGRESS BILLING #3	17,500.00
FORVIS MAZARS LLP	2025/09/30 MAINTENANCE OF CAPITAL ASSETS LISTING	1,775.00
HUB INTERNATIONAL GREAT PLAINS	2025 GASB 68 ACTUARIAL REPORT	9,900.00
MENARDS	PC-BOTTLED WATER, BATTERIES SUPPLIES, PROPANE TORCHES, WOOD STAKES, WRENCHES, CLEANING SUPPLIES, GLOVES	1,037.34
NAPA AUTO PARTS	PC-OIL FILTERS	34.40
NE-DEPARTMENT OF REVENUE	2026/01/31M SALES AND USE TAX RETURN (FORM 10	82.93
REGIONAL METROPOLITAN TRANSIT	2025/12/31M MAT SERVICE 1993 MILES	6,765.00
SARPY COUNTY CHAMBER OF COMMERCE	BUSINESS DIRECTORY - FULL PAGE	1,400.00
SARPY COUNTY CLERK	PC-RECORDING FEES	59.44
WESTLAKE ACE HARDWARE	PC-HEATERS	75.98
		<b>\$ 114,109.69</b>

### INFORMATION TECHNOLOGY

MENARDS	PC-LEVER, USB	52.92
FIRST WIRELESS, INC	SUBCONTRACTOR LABOR	2,484.00
MOTOROLA SOLUTIONS, INC	SERVICE TOOL ADAPTER	320.00
ONE CALL CONCEPTS	2026/02/28M LOCATES	13.12
TESSCO LLC	QMA MALE FOR RADIO PARTS	135.12
TJ CABLE	2026/02/28M LOCATES	700.00
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	328.87
WASABI TECHNOLOGIES, LLC	PC-2025/09/12-10/11 MONTHLY CLOUD STORAGE	163.36
WESTLAKE ACE HARDWARE	PC-BATTERY, RATCHET	268.99
		<b>\$ 4,466.38</b>

### BELLEVUE BAY INDOOR WATERPARK

J & T PLUMBING	PC-PLUMBING WORK	3,989.22
AMERICAN RESORT MANAGEMENT, LLC	2026/02/28M BELLEVUE BAY INDOOR WATERPARK DESIGN SERVICES	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	2026/02/28M REIMB EXPENSES	58.63
WALMART SUPERCENTER	PC-HEATERS	220.78
		<b>\$ 16,768.63</b>

### WASTEWATER

AMERICAN NATIONAL BANK	2026/01/31M ACCT 1034 ANALYSIS CHG	47.00
ARMOR EQUIPMENT	SEALING WASHER AXLE SHAFT	226.27
CAPITAL BUSINESS SYSTEMS, INC	2026/01/09-02/08 COPIER EXPENSE	137.39

# MINUTE RECORD

## CLAIMS FOR 2026/03/17 COUNCIL MEETING

PAGE 7

### WASTEWATER (cont'd)

CENTURY LINK	2026/02/04-03/03 MONTHLY SERVICE	66.58
CENTURY LINK	2026/02/13-03/12 MONTHLY SERVICE	229.74
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	582.73
CITY OF OMAHA	2025/11/30M SEWER FEES	573,648.09
CITY OF OMAHA	2025/12/31M SEWER FEES	624,104.40
COX BUSINESS SERVICES	2026/02/12-3/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2026/02/18-03/17 MONTHLY SERVICE	91.99
ELLIOTT EQUIPMENT CO	STRAINER	258.18
FIRST NATIONAL BANK OF OMAHA	2026/01/31M ACCT 1086 ANALYSIS CHG	498.65
HDR ENGINEERING, INC	BPW 240603-SCWWA CONNECTION EVAL 2025/11/30-2026/02/21	43,657.27
HDR ENGINEERING, INC	BPW 211123-HAWORTH PARK WW COLLECTION SYS 2026/01/25-02/21	30,291.11
HDR ENGINEERING, INC	BPW 250115-TWIN CREEK SIPHON EVAL 2025/11/02-2026/02/21	3,431.56
HDR ENGINEERING, INC	BPW 181013-QUAIL CREEK LIFT STATION 2026/01/25-02/21	592.70
HDR ENGINEERING, INC	BPW 250114-LANDINGS LIFT STATION SERV 2026/01/25-02/21	10,077.99
HEIMES CORPORATION	BPW 211123-HAWORTH PARK SANITARY THRU	410,071.32
KERSTEN PRECAST CONCRETE LLC	RISERS, JOINT COMPOUND	5,770.00
US BANK VOYAGER FLEET SYSTEMS	2026/01/31M FUEL PURCHASES	1,731.29
UTILITY EQUIPMENT COMPANY	COUPLINGS W/SHEAR RING, ADAPTER	625.80
		<b>\$ 1,706,348.06</b>

### MEDICAL SELF FUNDING

BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/01/31M BCBS-NE ADMIN FEES PD 2026/02/27	5,427.25
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/02/12 BCBS MEDICAL CLAIMS FOR 2026/02/01-02/10	163,829.90
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/02/19 BCBS MEDICAL CLAIMS FOR 2026/02/11-02/17	118,926.44
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/02/26 BCBS MEDICAL CLAIMS FOR 2026/02/18-02/24	645,239.49
		<b>\$ 933,423.08</b>

### COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2026/01/27-02/24 MONTHLY SERVICE	100.34
		<b>\$ 100.34</b>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2026/01/31M CDBG CONSULTANT HUD PROGRAM	4,482.50
BELLEVUE ECONOMIC ENHANCEMENT	BEEF SMALL BUSINESS ASSISTANCE	3,000.00
BELLEVUE ECONOMIC ENHANCEMENT	BEEF SMALL BUSINESS ASSISTANCE-ROBERTSON	1,125.00
BELLEVUE PUBLIC SCHOOL	CDBG -BPS EMPLOYMENT LITERACY PROJECT	5,347.04
RDG PLANNING & DESIGN, INC	CDBG HOUSING RESILIENCE PLAN THRU 2026/01/15	20,850.00
		<b>\$ 34,804.54</b>

### FEDERAL FORFEITURES - JUSTICE FUNDS

VERIZON WIRELESS	2026/02/22-03/21 MONTHLY SERVICE	690.95
		<b>\$ 690.95</b>

TOTAL CLAIMS FOR 2026/03/17 **\$ 3,951,921.22**

TOTAL PAYROLL FOR 2026/02/27 **\$ 1,940,912.69**

TOTAL SELF FUNDING EMPLOYEE HEALTH INSURANCE **\$ 1,001,405.59**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: <b>March 17, 2026</b>		SUBMITTED BY: <b>Tammi Palm, Planning Director</b>	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, R & L Acres. Applicants: Kenneth L. & Rhonda L. Gearhart. General Location: 16402 S 36th St. Case #'s: Z-2601-01, S-2601-05.

SYNOPSIS/BACKGROUND:

Kenneth and Rhonda Gearhart are requesting to rezone and small subdivision plat their approximately 20-acre parcel located at 16402 South 36th St. The applicants are requesting to subdivide the land into two equal lots for family members. Each lot could have a single-family residence built on it. They are requesting to rezone the land from AG to RA (Residential Agriculture).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ordinance No. 4206"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Tammi Palm*  
*Jason*  
*Greg*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Kenneth L. & Rhonda L. Gearhart

CASE #'s: Z-2601-01, S-2601-05

CITY COUNCIL HEARING DATE: April 7, 2026

REQUEST: to rezone Lots 1 & 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development; and small subdivision plat Lots 1 & 2, R & L Acres.

On February 26, 2026, the City of Bellevue Planning Commission voted eight yes, zero no, one absent, and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Subdivision Regulations, as well as lack of perceived negative impact upon the surrounding area.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Bennett						Perrin
	Taylor-Jones						
	Hankins						
	Aerni						
	Ackley						
	Sims						
	Lasenburg						
	Yoder						

Planning Commission Hearing was held on: February 26, 2026

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2601-05  
Z-2601-01

FOR HEARING OF:  
REPORT #1: February 26, 2026  
REORT #2: April 7, 2026

### I. GENERAL INFORMATION

#### A. APPLICANT:

Rhonda L. and Kenneth L. Gearhart  
Attn: Rhonda L. Gearhart  
16402 S 36<sup>th</sup> St  
Bellevue, NE 68123

#### B. PROPERTY OWNER:

Rhonda L. and Kenneth L. Gearhart  
16402 S 36<sup>th</sup> St  
Bellevue, NE 68123

#### C. GENERAL LOCATION:

16402 S 36th St

#### D. LEGAL DESCRIPTION:

Lots 1 and 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying North of La Platte Road, located in Section 29, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lots 1 & 2, R & L Acres, from AG to RA.
2. Small Subdivision plat Lots 1 & 2, R & L Acres.

#### F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a change of zone and small subdivision plat to create two single family residential acreage lots.

**H. SIZE OF SITE:**

The entire site is approximately 20.40 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Proposed Lot 1, R&L Acres is 9.06 acres and presently covered in vegetation, while proposed Lot 2, R&L Acres is 9.06 acres and presently developed with a 720 square foot barn and a 320 square foot wooden grainery; both built in 1920.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- 1. **North:** Single Family Residential, RA
- 2. **East:** Single Family Residential, RE
- 3. **South:** Agricultural/Vacant, AG
- 4. **West:** Agricultural/Vacant, AG

**C. RELEVANT CASE HISTORY:**

On February 26, 2026, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying North of La Platte Road, located in Section 29, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from AG to RA for the purpose of residential development, and small subdivision plat Lots 1 and 2, R & L Acres.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
- 2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan does not designate this area, as it is outside of the projected 10 to 20-year development area.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. Lot 1 will take access from La Platte Road, while Lot 2 has existing access from South 36<sup>th</sup> Street.

**D. UTILITIES:**

These lots do not have the availability of sanitary sewer or water. These lots will have to utilize wells and septic systems.

**E. ANALYSIS:**

1. Rhonda L. and Kenneth L. Gearhart have submitted a request to small subdivision plat Lots 1 & 2, R & L Acres. In conjunction with the plat, the applicant is requesting a change of zone from AG to RA.

2. The Residential Agriculture (RA) District is an area that is in the process of transitioning agriculture to more urban uses. The district is established for the purpose of preserving agricultural land and resources, during the transitional period, that are compatible with adjacent urban growth and eventual development in other uses pending proper timing for practical and economical provision of utilities, major streets, schools and other facilities so that reasonably compact development will occur and the fiscal integrity of the city preserved. A change of zoning from AG to any other classification shall be in accordance with planning practices established by the City. This district is not intended for commercial feedlot operations for livestock or poultry.

The minimum lot size in the RA zone is 5 acres. Each of the proposed lots meets the minimum zoning requirement.

3. In his justification letter, the applicant stated this tract of land has been in the family since the 1880's and is to be passed onto two of their children, being the 6th generation of ownership. He intends to build a single-family residence on each lot. Each lot will be approximately 9 acres.

The permitted uses of the RA District allow for single-family dwellings.

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department,

and the Springfield Platteview School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

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

Sarpy County Public Works requested technical revisions to the plat. These revisions have since been made by the applicant's surveyor.

No other comments were received on this case.

5. The Future Land Use Map of the Comprehensive Plan does not designate this area, as it is outside of the projected 10- to 20-year development area.

6. This property is located in the urban reserve zone for the Sarpy County and Cities Wastewater Agency. As such, the applicants will be subject to those development fees unless waived by the SCCWWA.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2025 GIS aerial photo of the property
3. Zoning justification letter received January 23, 2026
4. Small Subdivision plat received February 9, 2026

**VII. COPIES OF REPORT TO:**

1. Rhonda L. and Kenneth L. Gearhart
2. DWS Land Surveying (Attn: Denny Whitfield)
3. Public Upon Request

  
Assistant Planning Manager

 03/10/2026  
Planning Director Date of Report



Sarpy County, Nebraska | Sarpy County GIS

0 500 1000



ft  
Map Scale 1: 8578

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



Notes





Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 3088

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



Notes





## Land Surveying

2915 Sheridan Road  
Bellevue, NE 68123-1993

402-292-1221  
dws-services@cox.net

January 23, 2026

Ms. Tammi Palm, Planning Director  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: Proposed "R & L Acres"  
Justification of Zoning Change

Dear Ms. Palm,

Please allow this correspondence to serve as a justification of zoning change.

- Kenneth L. and Rhonda L. Gearhart have requested their land, known as all of the Northeast Quarter of the Northeast Quart lying North of La Platte Road in Section 29, Township 13 North, Range 13 East of the 6<sup>th</sup> P. M., Sarpy County, Nebraska, be subdivided for Estate purposes. This tract of land has been in the family since the 1880's and is to be passed onto two of their children being the 6<sup>th</sup> Generation of ownership.
- Currently the Tract is 19.4 and is to be subdivided into two new Lots of equal size containing 9.06 Acres.
- Each new Lot is to be used for a residential home and associated uses.
- Zoning being requested is RA in lieu of the current AG.

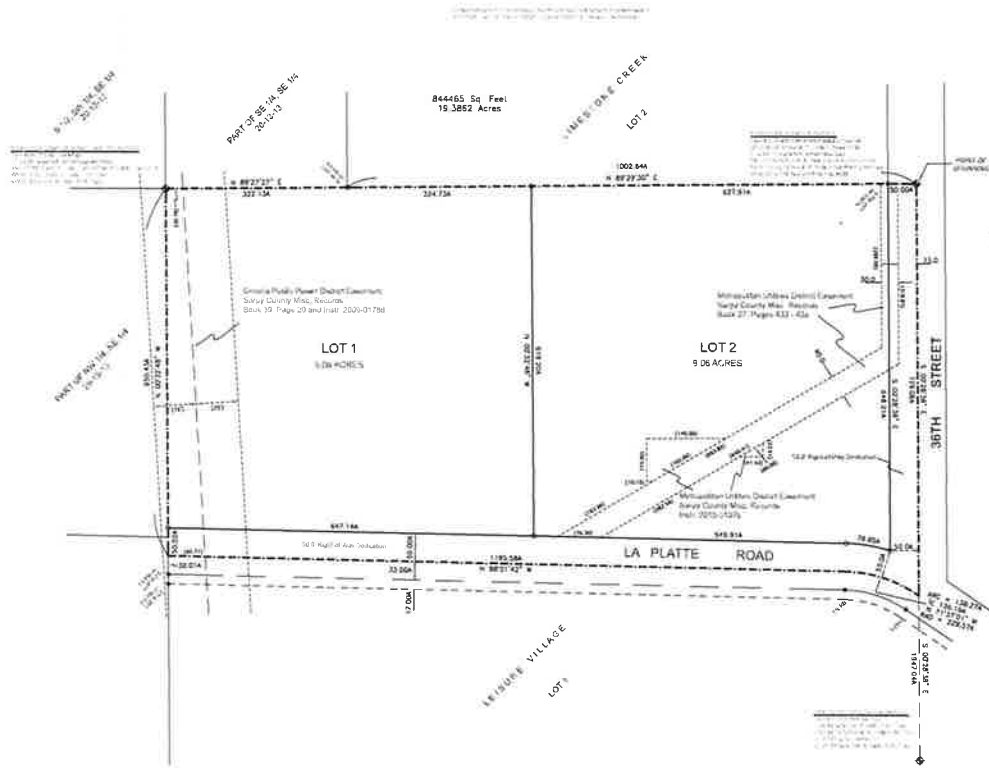
Please advise should additional questions or concerns need to be addressed.

Best Regards,

For the Owner,  
Dennis L. Whitfield, P.E., L.S.

# R & L ACRES

## LOTS 1 & 2



I, DENNIS L. WHITFIELD, Nebraska Professional Land Surveyor No. 449, duly licensed under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Minimum Standards for Surveys in effect at the time of this survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as R & L ACRES, being a replat of all of the Northeast Quarter of the Northeast Quarter lying North of La Platte Road in Section 29, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Section 29; thence South 00°28'38" East along the East line of said Northeast Quarter a distance of 729.06 feet to a point on the Centerline of said La Platte Road; thence on a non-tangent curve to the left having a radius of 229.57 feet an Arc Distance of 136.19 feet, Long Chord bears North 71°37'01" West a distance of 136.19 feet to a point of tangency; thence continuing along said Centerline North 88°51'42" West a distance of 1,195.58 feet to point on the West line of said Northeast Quarter of the Northeast Quarter; thence North 00°32'48" West along said West line a distance of 650.43 feet to the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence North 89°27'27" East along the North line of said Northeast Quarter of the Northeast Quarter a distance of 322.13 feet; thence continuing along said North line North 69°29'30" East a distance of 1,002.64 feet to the Point of Beginning and containing 20.84 Acres more or less.

RECEIVED  
FEB 09 2026  
PLANNING DEPT.

City of Bellevue - Small Subdivision

**DEDICATION**

Know all persons by these presents that we, Kenneth L. Goshart, Jr. and Rhonda L. Goshart, husband and wife, being the owners of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be replatted as shown, said addition to be hereinafter known as 'R & L ACRES'; and we do hereby sell and approve of the dedication of the property as shown on this plat. We do hereby dedicate to the Public for public use the additional Street Right-of-Way as shown. Do also grant perpetual easements to Omaha Public Power District (OPPD); Cox Communications and Centurylink across a five (5) foot wide strip of land abutting all front and side boundary lines, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement may be reduced to eight (8) foot wide when the adjacent land is surveyed, platted and recorded. The subdivision shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all side-lot easements. No permanent buildings or retaining walls shall be placed on said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the easements or rights herein granted.

In witness whereof, we do set our names this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Kenneth L. Goshart, Jr. Rhonda L. Goshart

**ACKNOWLEDGEMENT OF NOTARY**

State of Nebraska  
County of \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public duly commissioned and qualified in and for said County, appeared Kenneth L. Goshart, Jr. and Rhonda L. Goshart, husband and wife, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution thereof to be their voluntary act and deed.  
My Commission expires \_\_\_\_\_

Gentry Public

**REVIEWED BY SARPY COUNTY PUBLIC WORKS**

This Plat of 'R & L ACRES' was reviewed by the Sarpy County Surveyor's Office.

Sarpy County Engineer / Surveyor \_\_\_\_\_ Date \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATION**

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Sarpy County Treasurer \_\_\_\_\_ Date \_\_\_\_\_

**HORIZONTAL DATUM**  
BEARING AND DISTANCE BASED ON SARPY COUNTY LOP DETERMINED BY RTK HGN SMARTNET

**LEGEND**

- Pin Set
- Pin Found
- P Plat Dimension
- A Actual Dimension
- OT Break Top of Quarter
- Centerline
- ⊙ Section Corner
- Long Chord
- SS Smooth Bar

**APPROVAL OF CITY OF BELLEVUE PLANNING COMMISSION**

This Plat of 'R & L ACRES' was approved by the City of Bellevue Planning Commission.

Chairman of City of Bellevue Planning Commission \_\_\_\_\_ Date \_\_\_\_\_

**BELLEVUE CITY COUNCIL APPROVAL**

This Plat of 'R & L ACRES' was approved by the City Council of Bellevue on this \_\_\_\_\_ Day of \_\_\_\_\_, 2026.

Approval of this final Plat shall become null and void ninety (90) days from the date of City Council approval of this Plat to be filed with the Register of Deeds as provided in Section 4-10 of the City of Bellevue Subdivision Regulations.

Notary \_\_\_\_\_  
Date \_\_\_\_\_

R & L ACRES

D W S Land Surveying

2915 Sheridan Road, Bellevue, NE 68123  
402/292-1221

DATE \_\_\_\_\_  
PROJECT \_\_\_\_\_  
SHEET \_\_\_\_\_

ORDINANCE NO. 4206

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 16402 S 36TH ST, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4206 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 and 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to RA (Residential Agricultural District).

(Kenneth L. and Rhonda L. Gearhart)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of R & L Acres is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

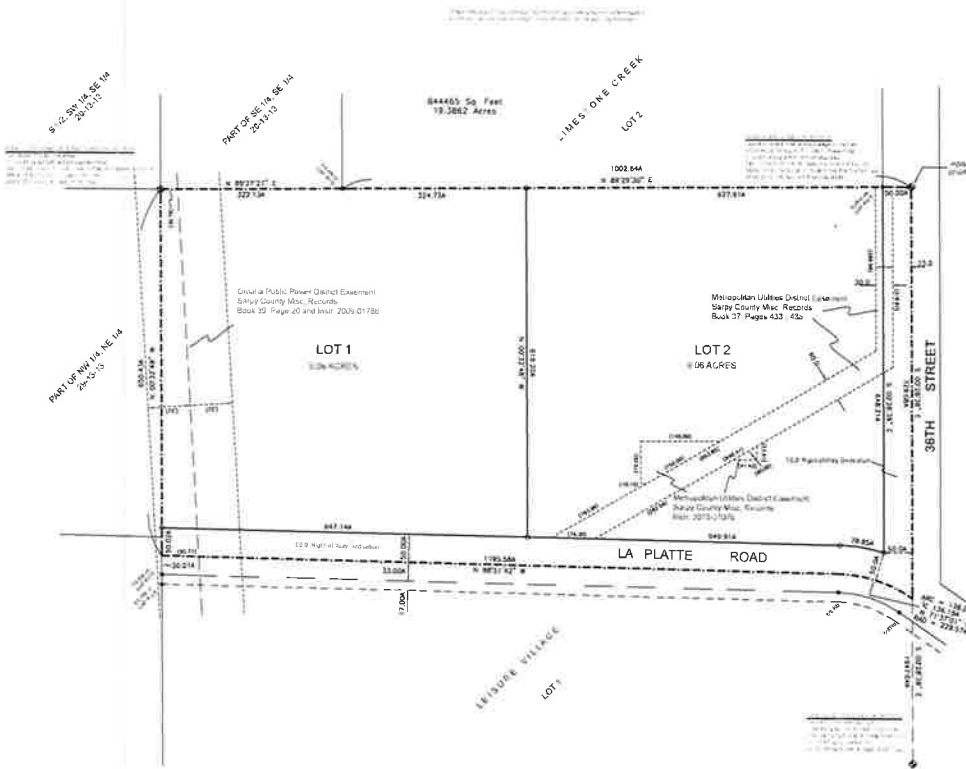
First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

# R & L ACRES

LOTS 1 & 2



I, DENNIS L. WHITFIELD, Nebraska Professional Land Surveyor No. 449, duly licensed under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments, marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Minimum Standards for Surveys in Nebraska in effect at the time of this survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as R & L ACRES, being a replat of all of the Northeast Quarter of the Northeast Quarter lying North of La Platte Road in Section 29, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:  
 Beginning at the Northeast corner of said Section 29; thence South 00°28'38" East along the East line of said Northeast Quarter a distance of 729.08 feet to a point on the Centerline of said La Platte Road; thence on a non-tangent curve to the left, having a radius of 229.57 feet an Arc distance of 136.19 feet, Long Chord bears North 71°57'07" West a distance of 136.19 feet to a point of tangency; thence continuing along said Centerline North 88°52'42" West, a distance of 1,195.36 feet to point on the West line of said Northeast Quarter of the Northeast Quarter; thence North 00°32'48" West along said West line a distance of 650.43 feet to the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence North 89°27'27" East along the North line of said Northeast Quarter of the Northeast Quarter a distance of 327.13 feet; thence continuing along said North line North 89°29'30" East a distance of 1,002.64 feet to the Point of Beginning and containing 20.40 Acres more or less.

Dennis L. Whitfield, P.L.S. 449  
 Date: \_\_\_\_\_

**DEDICATION**

Know all persons by these presents that we, Kenneth L. Geahart Jr. and Rhonda L. Geahart, husband and wife, being the owners of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be Replatted as shown, said addition to be hereinafter known as "R & L ACRES", and we do hereby duly and approve of the disposition of the property as shown on this Plat. We do hereby dedicate to the Public for public use, the additional Street Right-of-Way as shown. Do also grant perpetual easements to Omaha Public Power District (OPPD), Oak Communities, and CenturyLink across a five (5) foot wide strip of land abutting all front and rear boundary lot lines, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots, and a seven (7) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term "interior lots" is herein defined as those lots forming the whole perimeter of the above described addition. The seven (7) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivision shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities and to material thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all lot-lines sites. No permanent structures or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes, that do not then or later interfere with the aforesaid or rights herein granted.

In witness whereof, we do set our names this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Kenneth L. Geahart, Jr. Rhonda L. Geahart

**ACKNOWLEDGEMENT OF NOTARY**

State of Nebraska: \_\_\_\_\_  
 County of \_\_\_\_\_  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public duly commissioned and qualified in and for said County, appeared Kenneth L. Geahart Jr. and Rhonda L. Geahart, husband and wife, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution intended to be their voluntary act and deed.  
 My Commission expires: \_\_\_\_\_

Notary Public: \_\_\_\_\_

**REVIEWED BY SARPY COUNTY PUBLIC WORKS**

This Plat of "R & L ACRES" was reviewed by the Sarpy County Surveyor's Office.

Sarpy County Engineer / Surveyor: \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATION**

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Sarpy County Treasurer: \_\_\_\_\_ Date: \_\_\_\_\_

RECEIVED  
 FEB 09 2026  
 PLANNING DEPT.

**APPROVAL OF CITY OF BELLEVUE PLANNING COMMISSION**  
 This Plat of "R & L ACRES" was approved by the City of Bellevue Planning Commission.

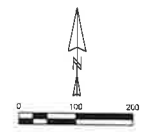
Chairman of City of Bellevue Planning Commission: \_\_\_\_\_ Date: \_\_\_\_\_

**BELLEVUE CITY COUNCIL APPROVAL**  
 This Plat of "R & L ACRES" was approved by the City Council of Bellevue on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
 Approval of this final Plat shall become null and void Ninety (90) days from the date of City Council approval of this Plat, unless met with the Register of Deeds as provided in Section 410 of the City of Bellevue Subdivision Regulations.

Ward: \_\_\_\_\_

Attest: \_\_\_\_\_

HORIZONTAL DATUM:  
 BEARINGS AND DISTANCES BASED ON SARPY COUNTY  
 LDP DETERMINED BY RTK HXGN SMARTNET.



**LEGEND**

- o Pina Set
- Pina Found
- ▲ Pina Found
- P Plat Dimension
- A Actual Dimension
- ∠ Point of Beginning
- OT Spectator
- RB Rebar
- ⊙ Centerline
- ⊙ Section Corner
- ⊙ Long Chord
- SA Section Set

City of Bellevue - Small Subdivision

R & L ACRES

D<sub>W</sub>S 2915 Sheridan Road, Bellevue, NE 68123  
 402/292-1221

D<sub>W</sub>S Land Surveying

SHEET 1 of 1

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: <b>March 10, 2026</b>		SUBMITTED BY: <b>Tammi Palm, Planning Director</b>	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to amend Section 2.04, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district. Applicant: Tim Colby. Case #190.

SYNOPSIS/BACKGROUND:

Tim Colby has submitted a text amendment to request the addition of "agritourism" as a definition in the zoning ordinance, as well as allowing "agritourism" as a conditional use permit the AG zoning district.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ordinance No. 4207"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*[Handwritten signatures]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Tim Colby  
CASE #'s: 190  
CITY COUNCIL HEARING DATE: April 7, 2026

REQUEST: to amend Section 2.04, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district.

On February 26, 2026, the City of Bellevue Planning Commission voted eight yes, zero no, one absent, and zero abstained:

**APPROVAL** of the text amendment, to include the addition of language that camping facilities are not allowed as part of the definition of agritourism.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Bennett						Perrin
	Taylor-Jones						
	Hankins						
	Aerni						
	Ackley						
	Sims						
	Lasenburg						
	Yoder						

Planning Commission Hearing was held on: February 26, 2026



We Influence The World!

City of Bellevue  
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

## MEMORANDUM

TO: City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
FROM: Tammi Palm, Planning Director  
DATE: March 10, 2026  
RE: Text Amendment to Sections 2.16 and 5.05.03

Tim Colby has requested an amendment to Sections 2.16 and 5.05.03, City of Bellevue Zoning Ordinance, regarding adding a “multi-purpose agricultural facility” as a definition and a conditional use permit in the AG zoning district.

Mr. Colby is proposing to add the following definition of multi-purpose agricultural facility: a building or group of buildings located on a parcel zoned AG that supports agricultural production, education, and value-added agricultural activities. Such a facility may include a retail farm store, a commercial kitchen, and classroom or instructional space, provided that the facility remains accessory and supportive to agricultural use of the property.

Mr. Colby states the purpose of his amendment is to allow a facility in the AG zoning district which will integrate a retail farm store, commercial kitchen, and classroom/educational space within a single structure or coordinated structures on the same parcel. The applicant indicates that a retail farm store would sell agricultural products grown or produced on-site or locally, including fresh produce, packaged foods, and value-added agricultural goods. The applicant cites the key reasons for this amendment as economic development, allowing flexibility in the AG zoning district, promoting educational opportunities and community well-being and food literacy, and sustainability. The applicant’s submittal is attached for review.

Staff have researched similar regulations throughout our jurisdiction as well as regionally. Cass County defines the term “agritourism” as involving “any agriculture-based operation or activity that brings visitors to a farm, ranch, or acreage. Diversification is one way to maintain a thriving agricultural business model. As more and more farmers try to make ends meet many have looked at different ways of using their land while keeping acreage in farming or ranching and maintaining the rural culture that is so important to Cass County. Some of these opportunities include development of agritourism venues, such as farm store, bed and breakfasts and encouraging farm tour and festivals that celebrate the fruits of our county.”

Lancaster County allows “agricultural attractions” in their AG zoning district. Their ordinance defines this use as meaning “a premises used primarily for agriculture for the purpose of raising and harvesting crops for sale, but that also includes a limited amount of area devoted to the provisions of entertainment

for a period of no more than four months per year. Examples of agricultural attractions include, but are limited to, pumpkin patch, apple orchard, or corn maze where, in addition to agricultural production, there are areas for sale of other goods and entertainment. Attractions shall not include mechanical rides other than hayrack and sightseeing vehicles.”

Stanton County defines agritourism enterprise as “activities conducted on a working farm or ranch and offered to the public for the purpose of recreation, education, or active tourism related involvement in the farm or ranch operation. These activities must be incidental to the primary agricultural operation on the site or related to natural resources present on the property. This term includes farm tours, hayrides, corn mazes, pumpkin patches, classes related to agricultural products or skills, picnic and party facilities offered in conjunction with the above. An agritourism enterprise does not include accommodations uses or retail sales.” Stanton County allows permanent (more than four months) agritourism enterprise as a conditional use permit on agricultural parcels of more than 35 acres.

The American Planning Association defines agritourism as any activity incidental to the operation of a working farm that brings members of the public to the farm for educational, recreational, or retail purposes.

Staff is supportive of the applicant’s request; however, would recommend using the term “agritourism” rather than the suggested “multi-purpose agricultural facility.” The Planning Department proposes to define agritourism as “Activities conducted incidentally to the operation of a working farm and offered to the public for the purpose of educational, recreational, or retail purposes. Examples of agritourism include, but are not limited to, pumpkin patch, classes related to agricultural products or skills, corn mazes, and picnic and party facilities offered in conjunction with the above. Agritourism does not include camping facilities or mechanical rides other than hayrack and sightseeing vehicles.” Staff agrees agritourism fits as a conditional use permit in the AG zoning district. The applicant was contacted in regards to this suggested definition and is in agreement with this proposal.

As such, staff is recommending the following amendments:

**Section 2.04** **A**

**ABANDONMENT** shall mean to cease or discontinue a use or activity without intent to resume as distinguished from short term interruptions such as during periods of remodeling, maintenance, or normal periods of vacation or seasonal closure.

**ABUT, ABUTTING** shall mean to border on, being contiguous with or have property or district lines in common, including property separated by an alley, but not a public street/road.

**ACCESS OR ACCESS WAY** shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this ordinance.

**ACCESSORY LIVING QUARTERS** shall mean living quarters located within an accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

**ACCESSORY STRUCTURE** shall mean a detached subordinate structure located on the same lot with the principal structure, the use of which is incidental and accessory to that of the principal

structure. Such structures shall be 750 square feet or 50% of the footprint of the principal structure up to maximum of 1200 square feet, unless otherwise provided herein.

**ACCESSORY USE** shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the district.

**ACREAGE** shall mean any tract or parcel of land which does not qualify as a farm or development.

**ADJACENT** shall mean near, close, or abutting; for example, an Industrial District across the street or highway from a Residential District shall be considered as "Adjacent".

**ADULT DAY CARE CENTER** shall mean a facility that provides care and an array of social, medical, or other support services for a period of less than 24 consecutive hours to four or more persons who require or request such services due to age or functional impairment.

**ADULT ENTERTAINMENT ESTABLISHMENT** (See "Sexually Oriented Businesses")

**ADVERTISING STRUCTURE** shall mean any notice or advertisement, pictorial or otherwise, and all such structures used as an outdoor display, regardless of size and shape, for the purposes of making anything known, the origin or place of sale of which is not on the property with such Advertising Structure. (See also "Outdoor Advertising" and "Sign")

**AESTHETIC ZONING** shall mean the regulation of a building or site to accomplish a standard of exterior architectural appeal and/or neighborhood harmony.

**AGRICULTURAL AND FARM BUILDINGS AND STRUCTURES** shall mean any building or structure which is necessary or incidental to the normal conduct of an agricultural operation including but not limited to residence of the operator, residence of employees, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.

**AGRICULTURE** shall mean the use of land for agriculture as the primary purpose of obtaining a profit by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or any other agricultural, aquacultural, floricultural, viticultural, or horticultural use. Agriculture shall not mean the keeping of wild animals including species defined as zoo animals. Agricultural use shall not be construed to include any parcel of land of less than ten acres or any non-agricultural commercial or industrial development.

**AGRITOURISM** shall mean activities conducted incidentally to the operation of a working farm and offered to the public for the purpose of educational, recreational, or retail purposes. Examples of agritourism include, but are not limited to, pumpkin patch, classes related to agricultural products or skills, corn mazes, and picnic and party facilities offered in conjunction with the above. Agritourism does not include camping facilities or mechanical rides other than hayrack and sightseeing vehicles.

**AIRPORT** shall mean any area which is used or is intended to be used for the taking off and landing of aircraft, excluding helicopters/helipads at medical facilities, and any appurtenant areas

which are used or are intended to be used for airport buildings or facilities, including open spaces, taxiways, and tie-down areas.

**AIRPORT HAZARD ZONE** the area of land surrounding an airport in which structures and land uses have the potential to obstruct the airspace required for the flight of an aircraft in landing or taking off at the airport or may be otherwise hazardous to such landing or taking off. This area consists of the required approach zone, turning zone, and transition zones. The outer boundary of this area is composed of a series of connected tangents and simple curves that also constitute the outer boundaries of the approach and turning zones.

**ALLEY** shall mean a minor public service street or public right-of-way measuring 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street. Buildings facing an alley shall not be construed as satisfying the requirements of this ordinance related to frontage on a dedicated street.

**ALTERATION** shall mean any change, addition or modification in construction or occupancy of an existing structure.

**AMATEUR RADIO** shall mean radio equipment and associated antennas or support structures for the purpose of receiving or transmitting communications by a radio station as described in Section 153(g) of Title 47 of the Code of Federal Regulations (CFR) and which is operated under license by the FCC.

**AMENDMENT** shall mean a change in the wording, context, or substance of this ordinance, an addition or deletion or a change in the district boundaries or classifications upon the zoning map.

**AMUSEMENT ARCADE** shall mean a building or a part of a building where five or more pinball machines, video games, or other similar player-orientated amusement devices are available and are maintained for use.

**AMUSEMENT PARK** shall mean a facility, primarily outdoors, that may include structures and buildings, where there are various devices for entertainment, including rides, booths for the conduct of games or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales.

**ANIMAL HOSPITAL** shall mean a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short time boarding and shall be only incidental to such hospital use.

**ANIMAL UNIT** shall mean a unit of measurement to compare various domestic animal types based upon equivalent waste generation. One animal unit equals the following:

One A.U.= One Cow/Calf combination

One A.U.= One Slaughter, Feeder Cattle;

One A.U.= One Horse;

One A.U.= Seven Tenths Mature Dairy Cattle;

One A.U.= Two and One Half Swine (55 pounds or more);

One A.U.= Twenty Five Weaned Pigs (less than 55 pounds);

One A.U.= Two Sows with Litters;

One A.U.= 10 Sheep;

One A.U.= 100 Chickens;

One A.U.= 50 Turkeys;

One A.U.= Five Ducks.

**ANIMALS, DOMESTIC** (See “Household Pet”)

**ANIMAL SPECIALTY SERVICES** shall refer to establishments primarily engaged in pet grooming, clipping, bathing, daycare, training courses, obedience classes, and similar services; and does not include veterinary services or overnight boarding kennels.

**ANTENNA** shall mean any attached or external system of wires, poles, rods, reflecting disks or similar devices used for the transmission or reception of electromagnetic waves. (See also “Tower”)

**ANTIQUÉ STORE** shall mean a place offering primarily antiques for sale. An antique for the purpose of this ordinance shall be a work of art, piece of furniture, decorative object, or the like, of belonging to the past, at least 30 years old.

**APARTMENT** shall mean a room or a suite of rooms within an apartment house or multiple family dwelling arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit. (See also “Dwelling Unit”)

**APARTMENT HOTEL** shall mean an apartment house which furnishes services for the use of its tenants which are ordinarily furnished by hotels, but the privilege of which are not primarily available to the public. (See also “Dwelling, Multi-family”)

**APPAREL SHOP** shall mean retail stores where clothing is sold, such as department stores, shoe stores, and dress, hosiery, and millinery shops.

**APPLIANCE STORE** shall refer to retail shops selling equipment used for domestic functions. A store may include heavy appliances such as refrigerators, washers, dryers, ovens, dishwashers, or other similar domestic equipment. The store may also include smaller appliances such as televisions, computers, radios, microwaves, and other similar domestic equipment.

**APPURTENANCES** shall mean the visible, functional objects accessory to and part of buildings.

**ARCHITECTURAL CANOPY SIGN** (See “Sign, Architectural Canopy”)

**ARCHITECTURAL CHARACTER** shall mean the basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development that produces the architectural character.

**ARCHITECTURAL FEATURE** shall mean a prominent or significant part or element of a building, structure, or site. Architectural features may include special lines, massing, and/or texture.

1. **LINES** shall mean visual elements of the building, either within the façade or on the building edge, which are in a linear form either horizontally or vertically and may be composed of masonry, glass, or other related materials.
2. **MASS** shall pertain to the volume, bulk of a building or structure.
3. **TEXTURE** shall mean the quality of a surface, ranging from mirror finish, smooth, to coarse and unfinished.

**ARCHITECTURAL STYLE** shall mean the characteristic form and detail, as of buildings of a particular historic period.

**AREA** shall mean a piece of land capable of being described with such detail that its location may be established, and boundaries definitely ascertained.

**ART GALLERY** shall mean an establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries.

**ARTISAN PRODUCTION SHOP** shall mean a building or portion thereof used for the creation of original handmade works of art or craft items by more than three artists or artisans, as either a principal or accessory use.

**ARTIST STUDIO** shall mean a place of work by an artist, artisan, or craftsman, including persons engaged in the application, teaching, or performance of fine arts such as, but not limited to, drawing, vocal or instrumental music, painting, sculpture, and writing.

**ASSISTED LIVING FACILITY** shall mean any place or facility caring for six or more individuals and who, by choice or due to functional impairments, may need personal care and may need supervised nursing care to compensate for activities of daily living limitations and in which the place or facility includes apartments for residents and provides or coordinates a range of services including personal care or supervised nursing care available 24 hours a day, seven days a week for the support of resident independence. The provision of skilled nursing procedures to a resident in an assisted living facility is not prohibited by this act. Generally, the skilled services provided in an assisted living facility shall be provided on an intermittent or limited term basis, or if limited in scope, a regular basis.

**ATTACHED PERMANENTLY** shall mean attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent foundation or structural change in such structure in order to relocate it to another site.

**AUCTION SALES** shall mean a building or structure, or lands used for the storage of goods, materials or livestock which are to be sold on the premises by public auction and for the sale of the said goods, materials or livestock by public auction and on an occasional basis. Auction sales also includes motor vehicle wholesale sales, including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles.

**AUTOMATED TELLER MACHINE (ATM)** shall mean an automated device that performs banking or financial functions at a location remote from the controlling financial institution.

**AUTOMOBILE SALES** shall mean the storage and display for sale or lease of more than two motor vehicles or any type of trailer (provided the trailer is unoccupied) at any one time and/or a total of ten or more sold or leased during the course of a calendar year, and where repair or body work is incidental to the operation of the new or used vehicle sales or leasing. Automobile sales includes all motor vehicle retail sales and leases including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (See also "Auction Sales")

**AUTOMOTIVE AND ENGINE REPAIR SERVICES** shall refer to any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment (such as snow blowers and lawnmowers), or similar vehicles, including but not limited to body, fender, muffler, or upholstery work; oil change and lubrication; painting services; collision services; and tire service and sales. This definition does not include the storage of such vehicles or equipment.

1. **LIGHT AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, light trucks (less than 15,000 pounds gross license weight), trailers, watercraft, small engine equipment, or similar vehicles, including the replacement of minor assemblies or parts; oil change and lubrications; tune-ups; engine repair; tire repair, service and sales; upholstery work; but not including body and fender work, painting, or similar type of work.

2. **HEAVY AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment, or similar vehicles, including but not limited to body work and painting services.

**AUTOMOBILE SERVICES** shall refer to any building, structure, improvements or land used for the general maintenance of automobiles, motorcycles, trucks, trailers or similar vehicles including but not limited to washing, cleaning, and/or detailing; installation of car stereos, accessories, or other light equipment; paintless dent removal; and minor painting.

**AUTO WRECKING** shall mean the collecting, burning out, dismantling or wrecking of used motor vehicles, wheeled or track laying equipment, or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked motor vehicles, wheeled or track laying equipment, or trailers or their parts. The dismantling and rebuilding other than custom repair, of more than one motor vehicle, piece of wheeled or track laying equipment, or trailer at a time even though not for profit or a principal use of a parcel of land shall be defined as auto wrecking. The storage of a partially dismantled motor vehicle, piece of wheeled or track laying equipment or trailer shall be considered auto wrecking.

*(Ord No. 3757, April 28, 2014)*

## **Section 5.05 AG Agricultural District**

**5.05.01 Intent:** The Agricultural District is established for the purpose of preserving agricultural resources within the extraterritorial jurisdiction of Bellevue and is unlikely to be compatible with adjacent urban growth within the planning period. However, it is not intended for commercial feedlot operations for livestock or poultry because these uses are 1) not in the identified growth areas for the community, and 2) accommodating very low-density residential development, the district is designed to limit urban sprawl.

### **5.05.02 Permitted Uses:**

The following principal uses are permitted in the AG District.

1. Farming, pasturing, animal husbandry, orchards, greenhouses, and nurseries, including the sale of products raised on the premises, subject to rules and regulations of the Board of Health and NDEQ, provided that no livestock feedlot or yard for more than 25 animals shall be established.
2. Ranch and farm dwellings for the owners and their families, tenants, and employees.
3. Single family dwellings.
4. Bed & Breakfasts.
5. Kennels, stables and riding academies.
6. Public overhead and underground local distribution utilities.
7. Public parks and recreation areas, playgrounds and conservation areas including flood control facilities operated by the City of Bellevue or other political subdivision.

8. Public services and publicly owned and operated facilities, including utilities, but not including general offices, material yards or repair shops. Such facilities shall observe yard space rules but shall not be required to provide the full lot size and lot width requirement.
9. Railroads, not including sidings, switching, terminal facilities, freight yards, service repair, or administrative facilities.
10. Personal use of recreational vehicles, limited to one recreational vehicle per lot and provided that use of recreational vehicles located within the 100-year floodplain shall be subject to the regulations of Section 5.30 of this ordinance.

**5.05.03 Conditional Uses:**

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the AG district as recommended by the Planning Commission and approved by the City Council.

1. Agritourism
  - A. Any buildings constructed for this use shall be designed to be compatible with surrounding land uses in terms of scale and appearance as determined through the conditional use permit process.
  - B. Adequate off-street parking shall be provided as determined by city staff and shown on an approved site plan.
2. Campgrounds.
3. Cemeteries provided all structures are located at least 100 feet from all property lines.
4. Commercial mines, quarries and sand and gravel pits.
5. Commercial/Utility grade wind energy systems, subject to Section 8.10.
6. Construction batch plants that are temporary in nature.
7. Family Child Care Home II which comply with Nebraska State Statutes.
8. Governmental services – administrative services.
9. Governmental services – maintenance and service facilities.
10. Hospital, nursing homes, assisted living, and convalescent facilities.
11. Indoor/Outdoor Recreation facilities.
12. Private recreation areas and facilities including country clubs and golf courses (but not miniature golf) on at least five acres, and swimming pools.
13. Public and quasi-public buildings and structures and uses of an administrative, educational, religious, cultural or public service type including colleges.
14. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
15. Recreational camps operated by public, charitable or religious organizations.
16. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.
17. Wastewater treatment facilities.
18. Winery, including subordinate use of microbrewery.

**5.05.04 Permitted Accessory Uses:**

1. Wireless Communication Towers and Antennas, as per Section 8.05.
2. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds, barns, stables, and garages, provided size of the accessory structure is in conformance with these regulations.
3. Family Child Care Home I
4. Guest houses not rented or otherwise conducted as a business.
5. Home based businesses, as per Section 8.04.
6. Incidental public safety uses such as emergency sirens.
7. Living quarters for not more than two persons regularly employed on the premises.
8. Offices incidental to and necessary for conducting a permitted use.

9. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
  - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.
  - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
  - C. Portable outdoor storage containers shall be placed on an approved hard surface.
  - D. No more than one portable outdoor storage container may be located on a lot at any one time.
10. Private swimming pool, tennis court and other similar facilities in conjunction with a residence.
11. Raising and care of animals for 4-H, Future Farmers of America (FFA), recreational uses, or other rural/school organizations.
12. Residential and small wind energy systems, subject to Section 8.10.
13. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
14. Signs as provided for in Article 7.
15. Storage or parking of vehicles, boats, campers and trailer, as per Sections 8.01-8.03.
16. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
17. The keeping of dogs, cats, and other household pets.

**5.05.05 Height and Lot Requirements:**

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Acres)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Residential Dwelling	20	150	35 <sup>1</sup>	25	20	35	35
Other Permitted Uses	20	150	35 <sup>1</sup>	25	20	35	35
Conditional Uses	20	150	35 <sup>1</sup>	25	20	35	35
Accessory Buildings	-	-	35 <sup>1</sup>	25	20	20	35

<sup>1</sup> If along a county road then measured from road right-of-way.

**5.05.06 Miscellaneous Provisions:**

1. The maximum gross floor area ratio is 0.1.
2. The Maximum ground coverage including accessory buildings is 10 percent
3. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein. *(Ord. No. 3692, Dec. 10, 2012)*

**PLANNING DEPARTMENT RECOMMENDATION:**

The Planning Department recommends APPROVAL of the amendment as presented.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommends APPROVAL of the text amendment, to include the addition of language that camping facilities are not allowed as part of the definition of agritourism.

# **JUSTIFICATION FOR TEXT AMENDMENT**

## **Purpose of Amendment**

The proposed text amendment will allow the establishment of a **Multi-Purpose Agricultural Facility** in the **Agricultural District (minimum 20 acres)** as a **Conditional Use**. The facility will integrate a **retail farm store, commercial kitchen, and classroom/educational space** within a single, well-regulated structure or coordinated structures on the same parcel.

## **Consistency with Community Values**

Bellevue has a history of supporting local agricultural activities and sustainable economic development. Enabling farm-based retail, value-added food production, and agricultural education on larger parcels promotes local food systems, preserves agricultural land, and stimulates local commerce.

## **Land Use Compatibility**

The Agricultural zoning category is designed to preserve agricultural operations and open land while supporting compatible accessory and conditional uses. The proposed facility is inherently linked to agricultural production and will operate secondary to normal farming activities, thereby maintaining the rural and agricultural character of the district.

## **Public Benefit**

This amendment fosters economic diversification, community education on sustainable food systems, and value-added agriculture—priorities that align with Bellevue’s planning objectives and long-term land use goals.

## **Key Points:**

### **Economic Development:**

- Support small business and agricultural enterprises.
- Encourage local jobs and value-added production.

### **Land Use & Agriculture:**

- Preserve agricultural land and rural character.
- Allow flexible and compatible agriculture- related uses.

### **Education & Community:**

- Promote educational opportunities for all ages in community programs.
- Support community well-being and food literacy.

### **Sustainability:**

- Encourage sustainable food systems.
- Support local production and consumption of agricultural products.

This amendment directly supports these common comprehensive plan themes by enabling diversified agricultural uses that benefit the community.

---

## **Proposed Amendment to Ag District- Conditional Use-5.05.03**

**Multi-Purpose Agricultural Facility**, subject to the following standards:

### **Allowed Components**

A Multi-Purpose Agricultural Facility may include the following uses within one structure or integrated structures on the same lot:

1. **Retail Farm Store**
  - Sale of agricultural products grown or produced on-site or locally, including fresh produce, packaged foods, and value-added agricultural goods.
  - Limited accessory sales of related items such as seeds, plants, or farm-related merchandise.
2. **Commercial Kitchen**
  - A licensed commercial kitchen used for the preparation, processing, or packaging of food products.
  - Food production may include value-added agricultural products such as preserves, baked goods, sauces, or similar items.
  - Food produced may be sold on-site or distributed off-site, subject to applicable state and local health regulations.
3. **Classroom or Educational Space**
  - Space used for instructional, educational, or training purposes related to agriculture, food production, nutrition, sustainability, or similar topics.
  - May include workshops, demonstrations, or small group classes.

---

## **Operational Standards**

The following standards shall apply to all Multi-Purpose Agricultural Facilities:

1. **Primary Use**
  - The facility shall be operated in a manner that supports agricultural, food production, or educational activities as its primary purpose.
2. **Building Design and Scale**
  - The building shall be designed to be compatible with surrounding land uses in terms of scale, appearance, and intensity.
3. **Traffic and Parking**
  - Adequate off-street parking shall be provided to support retail, educational, and staff needs, as determined by the City.
4. **Hours of Operation**

- Hours of operation may be limited as part of site plan approval or conditional use approval to ensure compatibility with surrounding uses.
  - 5. **Noise, Odor, and Waste**
    - Operations shall comply with all applicable noise, odor, and waste disposal regulations.
    - Commercial kitchen activities shall be conducted indoors.
  - 6. **Licensing and Compliance**
    - All applicable local, state, and federal licenses and permits shall be obtained and maintained, including health department approvals.
- 

*This amendment is intended to promote local agriculture, small business development, food education, and community engagement by allowing integrated facilities that combine retail, food production, and educational uses in a single, well-regulated location.*

**The purpose of this text amendment is to allow greater flexibility for agricultural, educational, and small-scale food production uses by permitting a multi-purpose agricultural facility that combines a retail farm store, a commercial kitchen, and classroom or educational space within a single building, subject to appropriate standards.**

## **PROPOSED TEXT AMENDMENT**

**City of Bellevue, Nebraska – Land Use Code**

### **Section 2: Amendment to Definitions**

**Add the following definition to the Definitions section of the Land Use Code:**

#### **Multi-Purpose Agricultural Facility**

*A building or group of buildings located on a parcel zoned Agricultural District (minimum twenty (20) acres) that supports agricultural production, education, and value-added agricultural activities. Such a facility may include a retail farm store, a commercial kitchen, and classroom or instructional space, provided that the facility remains accessory and supportive to agricultural use of the property.*

### **Proposed New Use Definition**

#### **Multi-Purpose Agricultural Facility**

*A building or group of buildings designed to support agricultural production, education, and direct-to-consumer sales, which may include a retail farm store, a commercial kitchen, and classroom or instructional space. Such facilities are intended to support local agriculture, value-added food production, and community education.*

## ORDINANCE NO.4207

**A**N ORDINANCE TO AMEND SECTIONS 2.04 AND 5.05.03, ORDINANCE NO. 4146, BELLEVUE ZONING ORDINANCE, RELATING TO DEFINITIONS AND CONDITIONAL USES IN THE AG AGRICULTURAL DISTRICT; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

**S**ection 1. That Section 2.04, "A," of Ordinance No. 4146 hereby amended to read as follows:

### Section 2.04    **A**

**ABANDONMENT** shall mean to cease or discontinue a use or activity without intent to resume as distinguished from short term interruptions such as during periods of remodeling, maintenance, or normal periods of vacation or seasonal closure.

**ABUT, ABUTTING** shall mean to border on, being contiguous with or have property or district lines in common, including property separated by an alley, but not a public street/road.

**ACCESS OR ACCESS WAY** shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this ordinance.

**ACCESSORY LIVING QUARTERS** shall mean living quarters located within an accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

**ACCESSORY STRUCTURE** shall mean a detached subordinate structure located on the same lot with the principal structure, the use of which is incidental and accessory to that of the principal structure. Such structures shall be 750 square feet or 50% of the footprint of the principal structure up to maximum of 1200 square feet, unless otherwise provided herein.

**ACCESSORY USE** shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the district.

**ACREAGE** shall mean any tract or parcel of land which does not qualify as a farm or development.

**ADJACENT** shall mean near, close, or abutting; for example, an Industrial District across the street or highway from a Residential District shall be considered as "Adjacent".

**ADULT DAY CARE CENTER** shall mean a facility that provides care and an array of social, medical, or other support services for a period of less than 24 consecutive hours to four or more persons who require or request such services due to age or functional impairment.

**ADULT ENTERTAINMENT ESTABLISHMENT** (See "Sexually Oriented Businesses")

**ADVERTISING STRUCTURE** shall mean any notice or advertisement, pictorial or otherwise, and all such structures used as an outdoor display, regardless of size and shape, for the purposes of making anything known, the origin or place of sale of which is not on the property with such Advertising Structure. (See also "Outdoor Advertising" and "Sign")

**AESTHETIC ZONING** shall mean the regulation of a building or site to accomplish a standard of exterior architectural appeal and/or neighborhood harmony.

**AGRICULTURAL AND FARM BUILDINGS AND STRUCTURES** shall mean any building or structure which is necessary or incidental to the normal conduct of an agricultural operation including but not limited to residence of the operator, residence of employees, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.

**AGRICULTURE** shall mean the use of land for agriculture as the primary purpose of obtaining a profit by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or any other agricultural, aquacultural, floricultural, viticultural, or horticultural use. Agriculture shall not mean the keeping of wild animals including species defined as zoo animals. Agricultural use shall not be construed to include any parcel of land of less than ten acres or any non-agricultural commercial or industrial development.

**AGRITOURISM** shall mean activities conducted incidentally to the operation of a working farm and offered to the public for the purpose of educational, recreational, or retail purposes. Examples of agritourism include, but are not limited to, pumpkin patch, classes related to agricultural products or skills, corn mazes, and picnic and party facilities offered in conjunction with the above. Agritourism does not include camping facilities or mechanical rides other than hayracks and sightseeing vehicles.

**AIRPORT** shall mean any area which is used or is intended to be used for the taking off and landing of aircraft, excluding helicopters/helipads at medical facilities, and any appurtenant areas which are used or are intended to be used for airport buildings or facilities, including open spaces, taxiways, and tie-down areas.

**AIRPORT HAZARD ZONE** the area of land surrounding an airport in which structures and land uses have the potential to obstruct the airspace required for the flight of an aircraft in landing or taking off at the airport or may be otherwise hazardous to such landing or taking off. This area consists of the required approach zone, turning zone, and transition zones. The outer boundary of this area is composed of a series of connected tangents and simple curves that also constitute the outer boundaries of the approach and turning zones.

**ALLEY** shall mean a minor public service street or public right-of-way measuring 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street. Buildings facing an alley shall not be construed as satisfying the requirements of this ordinance related to frontage on a dedicated street.

**ALTERATION** shall mean any change, addition or modification in construction or occupancy of an existing structure.

**AMATEUR RADIO** shall mean radio equipment and associated antennas or support structures for the purpose of receiving or transmitting communications by a radio station as described in Section 153(g) of Title 47 of the Code of Federal Regulations (CFR) and which is operated under license by the FCC.

**AMENDMENT** shall mean a change in the wording, context, or substance of this ordinance, an addition or deletion or a change in the district boundaries or classifications upon the zoning map.

**AMUSEMENT ARCADE** shall mean a building or a part of a building where five or more pinball machines, video games, or other similar player-orientated amusement devices are available and are maintained for use.

**AMUSEMENT PARK** shall mean a facility, primarily outdoors, that may include structures and buildings, where there are various devices for entertainment, including rides, booths for the conduct of games or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales.

**ANIMAL HOSPITAL** shall mean a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short time boarding and shall be only incidental to such hospital use.

**ANIMAL UNIT** shall mean a unit of measurement to compare various domestic animal types based upon equivalent waste generation. One animal unit equals the following:  
One A.U.= One Cow/Calf combination

One A.U.= One Slaughter, Feeder Cattle;

One A.U.= One Horse;

One A.U.= Seven Tenths Mature Dairy Cattle;

One A.U.= Two and One Half Swine (55 pounds or more);

One A.U.= Twenty Five Weaned Pigs (less than 55 pounds);

One A.U.= Two Sows with Litters;

One A.U.= 10 Sheep;

One A.U.= 100 Chickens;

One A.U.= 50 Turkeys;

One A.U.= Five Ducks.

**ANIMALS, DOMESTIC** (See “Household Pet”)

**ANIMAL SPECIALTY SERVICES** shall refer to establishments primarily engaged in pet grooming, clipping, bathing, daycare, training courses, obedience classes, and similar services; and does not include veterinary services or overnight boarding kennels.

**ANTENNA** shall mean any attached or external system of wires, poles, rods, reflecting disks or similar devices used for the transmission or reception of electromagnetic waves. (See also “Tower”)

**ANTIQUÉ STORE** shall mean a place offering primarily antiques for sale. An antique for the purpose of this ordinance shall be a work of art, piece of furniture, decorative object, or the like, of belonging to the past, at least 30 years old.

**APARTMENT** shall mean a room or a suite of rooms within an apartment house or multiple family dwelling arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit. (See also “Dwelling Unit”)

**APARTMENT HOTEL** shall mean an apartment house which furnishes services for the use of its tenants which are ordinarily furnished by hotels, but the privilege of which are not primarily available to the public. (See also “Dwelling, Multi-family”)

**APPAREL SHOP** shall mean retail stores where clothing is sold, such as department stores, shoe stores, and dress, hosiery, and millinery shops.

**APPLIANCE STORE** shall refer to retail shops selling equipment used for domestic functions. A store may include heavy appliances such as refrigerators, washers, dryers, ovens, dishwashers, or other similar domestic equipment. The store may also include smaller appliances such as televisions, computers, radios, microwaves, and other similar domestic equipment.

**APPURTENANCES** shall mean the visible, functional objects accessory to and part of buildings.

**ARCHITECTURAL CANOPY SIGN** (See “Sign, Architectural Canopy”)

**ARCHITECTURAL CHARACTER** shall mean the basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development that produces the architectural character.

**ARCHITECTURAL FEATURE** shall mean a prominent or significant part or element of a building, structure, or site. Architectural features may include special lines, massing, and/or texture.

1. **LINES** shall mean visual elements of the building, either within the façade or on the building edge, which are in a linear form either horizontally or vertically and may be composed of masonry, glass, or other related materials.
2. **MASS** shall pertain to the volume, bulk of a building or structure.
3. **TEXTURE** shall mean the quality of a surface, ranging from mirror finish, smooth, to coarse and unfinished.

**ARCHITECTURAL STYLE** shall mean the characteristic form and detail, as of buildings of a particular historic period.

**AREA** shall mean a piece of land capable of being described with such detail that its location may be established, and boundaries definitely ascertained.

**ART GALLERY** shall mean an establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries.

**ARTISAN PRODUCTION SHOP** shall mean a building or portion thereof used for the creation of original handmade works of art or craft items by more than three artists or artisans, as either a principal or accessory use.

**ARTIST STUDIO** shall mean a place of work by an artist, artisan, or craftsman, including persons engaged in the application, teaching, or performance of fine arts such as, but not limited to, drawing, vocal or instrumental music, painting, sculpture, and writing.

**ASSISTED LIVING FACILITY** shall mean any place or facility caring for six or more individuals and who, by choice or due to functional impairments, may need personal care and may need supervised nursing care to compensate for activities of daily living limitations and in which the place or facility includes apartments for residents and provides or coordinates a range of services including personal care or supervised nursing care available 24 hours a day, seven days a week for the support of resident independence. The provision of skilled nursing procedures to a resident in an assisted living facility is not prohibited by this act. Generally, the skilled services provided in an assisted living facility shall be provided on an intermittent or limited term basis, or if limited in scope, a regular basis.

**ATTACHED PERMANENTLY** shall mean attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent foundation or structural change in such structure in order to relocate it to another site.

**AUCTION SALES** shall mean a building or structure, or lands used for the storage of goods, materials or livestock which are to be sold on the premises by public auction and for the sale of the said goods, materials or livestock by public auction and on an occasional basis. Auction sales also includes motor vehicle wholesale sales, including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles.

**AUTOMATED TELLER MACHINE (ATM)** shall mean an automated device that performs banking or financial functions at a location remote from the controlling financial institution.

**AUTOMOBILE SALES** shall mean the storage and display for sale or lease of more than two motor vehicles or any type of trailer (provided the trailer is unoccupied) at any one time and/or a total of ten or more sold or leased during the course of a calendar year, and where repair or body work is incidental to the operation of the new or used vehicle sales or leasing. Automobile sales includes all motor vehicle retail sales and leases including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (See also "Auction Sales")

**AUTOMOTIVE AND ENGINE REPAIR SERVICES** shall refer to any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment (such as snow blowers and lawnmowers), or similar vehicles, including but not limited to body, fender, muffler, or upholstery work; oil change and lubrication; painting services; collision services; and tire service and sales. This definition does not include the storage of such vehicles or equipment.

1. **LIGHT AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, light trucks (less than 15,000 pounds gross license weight), trailers, watercraft, small engine equipment, or similar vehicles, including the replacement of minor assemblies or parts; oil change and lubrications; tune-ups; engine repair; tire repair, service and sales; upholstery work; but not including body and fender work, painting, or similar type of work.

2. **HEAVY AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment, or similar vehicles, including but not limited to body work and painting services.

**AUTOMOBILE SERVICES** shall refer to any building, structure, improvements or land used for the general maintenance of automobiles, motorcycles, trucks, trailers or similar vehicles including but not limited to washing, cleaning, and/or detailing; installation of car stereos, accessories, or other light equipment; paintless dent removal; and minor painting.

**AUTO WRECKING** shall mean the collecting, burning out, dismantling or wrecking of used motor vehicles, wheeled or track laying equipment, or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked motor vehicles, wheeled or track laying equipment, or trailers or their parts. The dismantling and rebuilding other than custom repair, of more than one motor vehicle, piece of wheeled or track laying equipment, or trailer at a time even though not for profit or a principal use of a parcel of land shall be defined as auto wrecking. The storage of a partially dismantled motor vehicle, piece of wheeled or track laying equipment or trailer shall be considered auto wrecking.

*(Ord No. 3757, April 28, 2014); AND*

#### **5.05.03 Conditional Uses:**

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the AG district as recommended by the Planning Commission and approved by the City Council.

1. Agritourism

- A. Any buildings constructed for this use shall be designed to be compatible with surrounding land uses in terms of scale and appearance as determined through the conditional use permit process.
- B. Adequate off-street parking shall be provided as determined by city staff and shown on an approved site plan.
- 2. Campgrounds.
- 3. Cemeteries provided all structures are located at least 100 feet from all property lines.
- 4. Commercial mines, quarries and sand and gravel pits.
- 5. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 6. Construction batch plants that are temporary in nature.
- 7. Family Child Care Home II which comply with Nebraska State Statutes.
- 8. Governmental services – administrative services.
- 9. Governmental services – maintenance and service facilities.
- 10. Hospital, nursing homes, assisted living, and convalescent facilities.
- 11. Indoor/Outdoor Recreation facilities.
- 12. Private recreation areas and facilities including country clubs and golf courses (but not miniature golf) on at least five acres, and swimming pools.
- 13. Public and quasi-public buildings and structures and uses of an administrative, educational, religious, cultural or public service type including colleges.
- 14. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
- 15. Recreational camps operated by public, charitable or religious organizations.
- 16. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.
- 17. Wastewater treatment facilities.
- 18. Winery, including subordinate use of microbrewery.

**S**ection 3. That Sections 2.04 and 5.05.03 of Ordinance No. 4146, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

**S**ection 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

**A**DOPTEd by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: <b>March 17, 2026</b>		SUBMITTED BY: <b>Administration</b>	
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:

An Ordinance to Approve the Sale and Conveyance of a certain parcel of real property being, lying and situated at 3002 Mechanic Drive, Bellevue, NE 68005, having approximately 6.1 acres and known by Parcel Identification Number 010628762 of City owned property to Millman Lumber Company and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:

The City of Bellevue currently owns 6.1 acres located at 3002 Mechanic Drive. Millman Lumber Company currently located in Omaha desires to relocate to Bellevue and enter into a Purchase & Sale Agreement with the City for the sale of said 6.1 acres for the purchase price of \$1,700,000.00.

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 and authorize the Mayor to sign the Purchase & Sale Agreement with Millman Lumbar Company.

ATTACHMENTS:

1. <input type="text" value="Ordinance 4208"/>	2. <input type="text" value="Purchase &amp; Sale Agreement"/>	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:

*Tammy King*  
\_\_\_\_\_  
*John [Signature]*  
\_\_\_\_\_  
*John [Signature]*  
\_\_\_\_\_

ORDINANCE NO. 4208

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF 6.1 ACRES MORE OR LESS OF CITY PROPERTY TO MILLMAN LUMBER COMPANY AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Bellevue owns the land legally described in the attached Purchase & Sale Agreement, consisting of 6.1 acres more or less in the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, Millman Lumber Company that desires to purchase from the City the above-described 6.1 acres located at 3002 Mechanic Drive Bellevue, Nebraska 68005, of City-owned land; and

WHEREAS, Neb. Rev. Stat. § 16-202 grants to the City of Bellevue the power to sell and convey any real estate owned by the City by ordinance directing the sale or conveyance of such real estate and the manner and terms thereof; and

WHEREAS, the City deems it to be in the best interests of the City to sell and convey the above-described 6.1 acres more or less for the price of one million seven hundred thousand dollars and No/100 Dollars (\$1,700,000.00); and

THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Bellevue as follows:

Section 1: That the real estate legally described in the Purchase & Sale Agreement attached hereto shall be sold and conveyed to Millman Lumber Company.

Section 2: That the Mayor is hereby authorized to execute on behalf of the City of Bellevue the Uniform Commercial Purchase Agreement attached hereto.

Section 3: That upon compliance with the requirements for publication and remonstrance period, the Mayor is hereby authorized to execute on behalf of the City of Bellevue all written documents, including the Special Warranty Deed referenced in the Purchase & Sale Agreement, necessary to carry into full force and effect the terms and intent of this Ordinance.

Section 4: Effective Date and Publication. This ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days after the passage of the ordinance by City Council.

Section 5: Additional Publication and Remonstrance. That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation of the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance petition against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city

voting at the last regulation municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

ADOPTED by the Mayor and City Council this 17<sup>th</sup> day of March, 2026.

ATTEST:

\_\_\_\_\_  
Mayor, Rusty Hike

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

First Reading: 03/17/2026

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Waived the three readings, held public hearing on 3/17/2026 and voted to approve after public hearing on 3/17/2026

## PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (the "Agreement") is made and entered into this 17<sup>th</sup> day of **March**, 2026, (the effective date) by and between **City Of Bellevue, a municipal corporation**(the "Seller"), whose principal address is 1500 Wall Street, Bellevue, NE 68005 and **MILLMAN LUMBER Company** (the "Purchaser"), whose principal address is 9264 Manchester Road, St. Louis, MO 63124.

### WITNESSETH:

**WHEREAS**, Seller is the fee simple owner of a certain parcel of real property being, lying and situated at 3002 Mechanic Drive, Bellevue, NE 68005, having approximately 6.1 acres and known by Parcel Identification Number 010628762 and Legal Description of Tax Lots K2, K1B & PT K1A & PT of CB & Q RR Lying W of K1B & K2 1-13-13 (the "Property"); and

**WHEREAS**, the Purchaser desires to purchase the 6.1 acres, all buildings, including 2 hulu buildings, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Purchase And Sale.** At the price and upon the terms, conditions and provisions herein contained, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller the Property and all buildings on the Property, including 2 hulu buildings, being hereinafter sometimes collectively referred to as the ("Property").

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property shall be One Million and Seven Hundred Thousand Dollars (\$1,700,000.00).

3. **Payment Of Purchase Price.** The Purchase Price shall be payable to Seller at the time and in the manner hereinafter set forth:

(a) After the Effective Date of this Agreement, Purchaser shall: (1) within 72 hours deposit with *TitleCore National*, (or such other reputable title insurance company selected by Purchaser) (the "Title Company") the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) as earnest money and part-purchase money deposit hereunder (the "Earnest Money"), and (2) provide Seller with a duly executed escrow receipt for said Earnest Money deposit. Upon expiration of the Inspection Period (as hereinafter defined) the Earnest Deposit shall become non-refundable to Purchaser and shall be delivered to Seller without further action by the parties. The Earnest Money shall be applied to the Purchase Price at "Closing" (as hereinafter defined in Section 6(a) hereof). If Bellevue City Council does not approve the sale of the Property, this Agreement is null and void and no earnest money is due.

(b) The balance of the Purchase Price (less the Earnest Money), as adjusted pursuant to the terms of Section 3(c) hereof, shall be paid by Purchaser to the Title

Company in cash or by certified or cashier's check or by wire transfer, for payment by the Title Company to the Seller at Closing.

(c) General real estate taxes based on latest available assessment, assessments, if any, shall be prorated as of the date of Closing on the basis of thirty (30) days to the month, Seller to have last day; Special taxes, if any, shall be discharged by Seller. In the event that the latest available tax bill for the Property is not the tax bill for the Property for the taxes due and payable for the calendar year of Closing, then, upon issuance of the tax bill for the Property for the calendar year of Closing, the parties shall re-prorate taxes and make any necessary cash adjustment following Closing. This provision shall survive the Closing. Security deposits and pre-paid rents, if any, shall be credited against the Purchase Price.

**4. Conditions Prior To Close.**

- (a) Bellevue City Council must approve the purchase. If not approved, Earnest Money will not be due and this Agreement shall be void.
- (b) Purchaser will conduct a Phase 1 Environmental Study at the sole cost of Purchaser. If issues are found in the Phase 1, Purchaser has option to cancel the Agreement prior to expiration of the Inspection Period and be refunded the Earnest Money.
- (c) Purchaser will meet with the Bellevue Fire Inspector to confirm no sprinkler is needed for the buildings. If it is determined a sprinkler is needed, Purchaser has option to cancel Agreement prior to expiration of the Inspection Period and be refunded the Earnest Money.
- (d) Remonstrance Period . This Purchase & Sale Agreement is subject to the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. §16-202. The remonstrance period will begin immediately following the passage and publication of an Ordinance. If a remonstrance petition pursuant to Neb. Rev. Stat. §16-202 (2) is successfully filed before the expiration of the thirty (30) day remonstrance period, the closing of the Purchase Agreement shall not occur and the Property shall not be sold. In the event such remonstrance petition is successfully filed and upheld and the closing of the Purchase & Sale Agreement does not occur, any earnest money deposited by Purchaser pursuant to this agreement shall be refunded to Purchaser.

Items (b) and (c) shall be completed during the Inspection Period, defined below.

## 5. Closing And Conveyance Of Title.

(a) Subject to the terms of this Agreement, the closing of the purchase of the Property (the "Closing" or "Closing Date") shall be held on **July 1<sup>st</sup>, 2027 or another date mutually agreed upon by the parties** (or if such day be a Saturday, Sunday or Legal Holiday, then the next business day); or, at Seller's option sooner upon ten (10) days prior written notice by Seller to Purchaser of any accelerated Closing Date. The Closing shall take place at the offices of the Title Company, or at such other place as the parties may agree upon in writing; provided that, neither party need be physically present at the Closing if such party has duly executed and delivered, and deposited with the Title Company, all funds, documents and agreements required to be executed and delivered by such party at the Closing, with instructions to the Title Company complete the delivery of the same upon the performance by the other party of its obligations hereunder. If closing cannot occur on July 1<sup>st</sup>, 2027, then Purchaser can cancel the Agreement and be refunded the Earnest Money.

(b) At the Closing, Seller shall deliver the following to Purchaser at Closing:

(1) A fully executed recordable Special Warranty Deed, conveying to Purchaser marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to the following "Permitted Encumbrances", to-wit: general real estate taxes and general assessments, if any, for the year in which sale is closed, and which are a lien on the Property, but are not yet due and payable.

(2) Possession of the Property, free of all leases, tenancies, licensees and occupants.

(3) A FIRPTA Affidavit (Non-Foreign certification).

(4) A Seller's Final Affidavit or ALTA Statement in the form required by the Title Company for the issuance of the owner's extended coverage title insurance policy, including a mechanics' lien and judgment affidavit. Without limiting the generality of the foregoing, Seller's affidavit to the Title Company shall: **(A)** be in form sufficient to cause the Title Company to delete any "gap" exceptions; **(B)** be in form sufficient to cause the Title Company to delete the standard exceptions for mechanic's liens; **(C)** be in form sufficient to cause the Title Company to amend the standard exceptions for parties in possession to be limited to the rights of any tenant, as tenants only; and **(D)** shall state that, to the best of Seller's knowledge, there are not any unrecorded easements or claims of easements or rights of way, nor any encroachments onto the Property or encroachments from the Property onto adjacent property, except any of the same that are shown on any surveys of the Property obtained by Purchaser at Purchaser's sole expense or delivered by Seller to Purchaser.

(c) Seller agrees that, at Closing, Seller shall cause the Title Company to issue to Purchaser (at Purchaser's sole cost and expense) an owner's policy of title insurance in standard ALTA form in the amount of the Purchase Price.

(d) At the Closing, each of the parties shall execute, provide and deliver to the other party and to the Title Company: (1) such indicia of authority and related customary documents and instruments as may be required by the Title Company or as may be reasonably requested by the other party; and (2) closing statements and such other documents and instruments as are necessary to consummate the transactions contemplated by this Agreement.

(e) At or before Closing, Seller shall (at its sole cost and expense) have removed all equipment and personal property from the Property, including but not limited to, large concrete barriers on Northwest and Southwest Corner and the two fuel tanks and salt spreader on steel beams. Seller will also remove all excess dirt, sand, gravel and salt on Property. Seller will be fully vacated from the Property.

(f) At Closing, Seller shall (at its sole cost and expense) obtain the discharge of record of all mortgages, deeds of trust or other financing liens of record on the date of this Agreement, or becoming of record thereafter. At the Closing, the Seller shall pay one-half (½) of any escrow fees and closing fees charged by the Title Company related to the issuance of the title policy, including title examination fees.

(g) At the Closing, the Purchaser shall pay: (1) one-half (½) of any escrow fees and closing fees charged by the Title Company related to the issuance of the title policy, including title examination fees; (2) the costs of any Owner's and Mortgagee's Policies of Title Insurance; (3) all applicable survey charges in connection with its purchase of the Property; and (4) fees for any environmental studies conducted.

**6. Seller's Representations, Warranties And Covenants.** Seller represents, warrants and covenants to Purchaser as follows, which representations and warranties shall survive Closing hereunder and shall inure to the benefit of Purchaser, its successors and assigns and shall be considered made as of the date hereof and as of Closing date:

(a) Seller is a Municipal Corporation and the execution and delivery of this Agreement by Seller is fully authorized by all requisite authority, and no consents by any other party are required for Seller to execute and deliver this Agreement. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, subject to all laws applicable generally to creditor's rights or otherwise. Performance of this Agreement by Seller will not result in any breach of, or constitute any default under, any agreement or other instrument to which Seller is a party or by which Seller is bound. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

**(b)** Seller is the owner in fee simple of the Property and has the authority and capacity to enter into and perform this Agreement. There are no recorded or unrecorded sale or purchase contracts, options, rights of first refusal, pertaining to or affecting the sale of the Property, or any part thereof.

**(c)** There are no recorded or unrecorded leases or tenancies or oral agreements to lease or otherwise rent, affecting the Property, or any part thereof.

**(d)** To the best of Seller's knowledge, there are no written or oral contracts, commitments, agreements or obligations affecting the Property which are not terminable by Seller as of Closing by the payment of money.

**(e)** Between the Effective Date and the Closing Date (or the earlier termination of this Agreement), the Seller shall not grant, and shall not encumber the Property with, any easements, conditions, restrictions, reservations and rights of way, excepting upon the written consent of Purchaser first obtained, which consent may be withheld by the Purchaser in its sole and absolute discretion. Between the Effective Date of this Agreement and the Closing Date (or the earlier termination of this Agreement), Seller: **(1)** shall manage, operate and maintain the Property in a substantially similar manner as it managed, operated and maintained the Property prior to this Agreement; **(2)** shall not modify, amend, cancel, terminate, renew or extend any lease; **(3)** shall not execute and enter into any new leases, tenancy agreements, occupancy agreement and/or Service Contracts in respect to the Property, or any portion thereof, except in all events upon the prior written consent of the Purchaser first obtained, which consent shall not be unreasonably withheld; and **(4)** Seller shall, with as much advance notice as is reasonable, during regular business hours and not less than twenty-four hours prior to, grant access to Property for Purchaser to obtain bids, make measurements, inspect the Property, and conduct necessaries studies involved in the purchase of the Property, including but not limited to, environmental studies.

**(f)** There is no existing, pending, or to the best of Seller's knowledge, contemplated, threatened or anticipated: **(1)** condemnation of any part of the Property, **(2)** widening, change of grade or limitation on use of streets, roads or highways abutting the Property, **(3)** special tax or assessment to be levied against the Property, **(4)** change in the tax assessment of the Property, or **(5)** actions, suits, claims or proceedings against or affecting the Property or the zoning thereof.

**(g)** To the best of Seller's knowledge as of the date hereof: **(1)** The Property is not subject to any federal, state or local historic preservation laws, and the Property does not contain any Indian burial grounds or other archeological specimens; **(2)** The Property currently is complying, and will at all times until Closing comply, in all respects with all applicable laws (whether federal, state, county, city or otherwise, and whether statutory, common law or otherwise) regarding health or welfare, occupational health and safety, landfill and solid waste disposal, environmental protection, water and air pollution, composition of substances, "Hazardous Materials" (as defined below); **(3)** The Property is free from Hazardous Materials, and is not in violation of any laws, regulations or orders concerning Hazardous Materials; **(4)** Except as allowed by applicable law, there has been

no storage, disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any Hazardous Materials on, in, under or from the Property; and **(5)** the Property does not contain any underground storage tanks. As used herein, the term "Hazardous Materials" shall mean any asbestos, flammable substances, explosives, radioactive materials, PCB-laden oil, Hazardous Materials, hazardous waste, pollutants, contaminants, toxic substances, pollution or related materials specified as such in, or regulated under any federal, state or local laws, ordinances, rules, regulations or policies governing use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of such materials, including without limitation to Section 9601 of Title 42 of the United States Code.

**(h)** To the best of Seller's knowledge, all matters set forth in or reflected upon the items to be delivered to Purchaser pursuant to this Agreement are and will be true, accurate and complete.

**(i)** All of the foregoing covenants, representations and warranties by Seller hereunder shall inure to the benefit of Purchaser, its successors and assigns, shall survive the Closing hereunder, and shall be considered made as of the date hereof and made and renewed as of Closing date. Any material breach of any of the foregoing covenants, representations or warranties of Seller shall constitute a breach of this Agreement by Seller and a default by Seller under this Agreement.

**(j) Purchaser's Representations, Warranties and Covenants:** Purchaser warrants and represents to Seller that all documents, including this Agreement, executed or to be executed by Purchaser, which are to be delivered to Seller prior to or at Closing, have been or will be duly authorized, executed and delivered by Purchaser and are or will be legal, valid and binding obligations of Purchaser, and will not violate any provisions of any agreement to which Purchaser is a party or to which it is subject; and that Purchaser has full right, power and authority, without the necessity, consent or approval of any other person or entity, to enter into this Agreement and perform its obligations hereunder.

**7. Eminent Domain.** If, during the term of this Agreement, any portion of the Property shall be taken by eminent domain, or is the subject of eminent domain proceedings threatened or commenced, Seller shall promptly notify Purchaser thereof, and immediately provide Purchaser with copies of any written communication from any condemning authority. If any of said events occur then, in that event, Purchaser shall have the right to rescind the Agreement, in which event, this Agreement shall become null and void and the Earnest Money made shall be immediately returned to Purchaser. If any of said events occur and Purchaser still desires to Close, **(a)** if the transfer to the condemning authority takes place prior to Closing hereunder, the remainder of the Property shall be conveyed to Purchaser at Closing; **(b)** if the transfer to the condemning authority has not taken place prior to Closing, the entire Property shall be conveyed to Purchaser at Closing hereunder; **(c)** if Seller has received payment for such condemnation or taking prior to the Closing hereunder, the amount of such payment shall be a credit against the Purchase Price payable by Purchaser hereunder; and **(d)** if Seller has not received such payment at the

time of Closing, Seller shall assign to Purchaser all claims and rights on account of or arising out of such taking, including the right to conduct any litigation in respect of such condemnation.

## **8. Default.**

(a) If the sale and purchase of the Property as contemplated by this Agreement is not consummated in accordance with the terms and conditions of this Agreement because of Seller's default, then Purchaser shall be entitled to the immediate return and refund of all Earnest Money, and the Purchaser shall have the right either: (1) by written notice to Seller, to declare the Agreement terminated, and thereafter neither party shall have any further agreement, obligation or liability hereunder (except agreements, obligations and liabilities hereunder which by their terms or nature survive termination), and Purchaser shall have no recourse or claim against Seller, and Seller shall have no recourse or claim against Purchaser; or (2) Purchaser shall have the right to pursue, exercise and enforce any and all rights and remedies available to Purchaser at law or in equity, including the equitable right of specific performance in order to enforce its rights under this Agreement to purchase the Property.

(b) If all contingencies and conditions are satisfied, Seller is not in default hereunder, and the sale and purchase of the Property as contemplated by this Agreement is not consummated because of Purchaser's default, then the Seller may, as the Seller's sole remedy hereunder, terminate this Agreement by written notice to the Purchaser, whereupon the Earnest Money shall immediately be forfeited to and retained by Seller, as full liquidated damages for such default of Purchaser; and thereupon neither party shall have any further agreement, obligation or liability hereunder (except agreements, obligations and liabilities hereunder which by their terms or nature survive termination). The parties hereto expressly acknowledge that it is impossible more precisely to estimate the damage to be suffered by Seller upon Purchaser's default, and that retention of the Earnest Money is intended not as a penalty, but as full liquidated damages. The Seller's right to retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, in lieu of all other rights and remedies of Seller at law or in equity, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue the Purchaser: (1) for specific performance of this Agreement, or (2) for damages. In the event the purchase and sale contemplated in this Agreement is not consummated because of Purchaser's default, Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover the Earnest Money or any part thereof on the grounds that it is unreasonable in amount or that its retention by Seller is a penalty and not agreed upon and reasonable liquidated damages.

## **9. Miscellaneous Provisions.**

(a) **Notices.** All notices required or permitted to be given hereunder shall be in writing, and shall be given: (1) by e-mail of a PDF (so long as notice is also given on the

same date by one of the other notice methods), or **(2)** by personal delivery, or **(3)** by nationally recognized overnight delivery service, or **(4)** by United States Certified Mail, Return Receipt Requested, postage prepaid; at the addresses of the parties stated below, or at such other address as any party hereto entitled to notice may register with the other party by like notice. All notices shall be deemed given and effective on the date sent, or transmitted, or deposited in the U.S. Mail, or delivered to the delivery service, whichever is applicable. However, where applicable, the time period for responding to a notice shall commence from the date of actual receipt thereof. Notices given in behalf of a party by its attorney shall be effective for and in behalf of such party, and shall be binding upon such party. Notices to persons designated as "with a copy to" (or similar) shall be deemed effective if sent by confirmed telecopy or by e-mail of a PDF, or by any of the other notice methods specified above. Notices shall be addressed to the parties at the following addresses:

<p><b><u>If to Purchaser:</u></b></p> <p>Millman Lumber Company          Attn: Dan Millman          9264 Manchester Road          St. Louis, MO 63144          E-Mail: dmillman@millmanlumber.com</p>	
<p><b><u>If to Seller:</u></b></p> <p>City of Bellevue          1500 Wall Street          Bellevue, NE 68005          Attn: Jim Ristow, City Administrator</p>	<p><b><u>With a Copy to:</u></b></p> <p>City of Bellevue          1500 Wall Street          Bellevue, NE 68005          Attn: Aimee Bataillon, City Attorney</p>

**(b) Binding Effect; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors and permitted assigns of the respective parties hereto. This Agreement is only assignable by the Purchaser with the Seller's written consent.

**(c) Survival Of Obligations.** Each of the covenants, warranties, representations, agreements and indemnities contained in this Agreement shall be made as of the date of execution hereof and shall be deemed renewed upon and survive the date of Closing for a period of two (2) years.

**(d) Attorney's Fees.** In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement or for any

alleged breach of or default under this Agreement, or any other action arising out of this Agreement or the transactions contemplated hereby, or to seek payment or release to such party of any earnest money or other deposit under this Agreement, the prevailing party in any such action may be entitled to an award of reasonable attorney's fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded. The provisions of this Section 15(d) shall survive any termination of this Agreement and shall survive Closing.

**(e) Time is of the Essence; Computation of Time.** It is agreed by and between Purchaser and Seller that time is of the essence in this Agreement. However, if the last day for the giving of notice, performance of any obligation or condition or a Closing hereunder is a Saturday or Sunday or legal holiday in the State of Nebraska, then such last day shall be extended to the next succeeding business day thereafter.

**(f) Further Actions and Cooperation.** Purchaser and Seller agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating hereto or entered into in connection herewith. Purchaser and Seller covenant to cooperate with one another and to act in a reasonable manner and with dispatch in respect to matters arising under this Agreement.

**(g) Waiver; Failure of Conditions to Closing.** No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

**(h) Construction and Interpretation; Jurisdiction; Section Headings; Severability.** This Agreement has been made and entered into in Sarpy County, Nebraska and shall be governed and construed by and in accordance with the laws of the State of Nebraska, as having been jointly drafted by the parties. The parties agree that the sole and exclusive situs, jurisdiction and venue for any legal proceedings and interpleader regarding this Agreement and/or any earnest money and extension deposits made under this Agreement, shall be a court of competent jurisdiction located in Sarpy County, Nebraska, and each party hereby consents to the personal jurisdiction of any such court of competent jurisdiction located in Sarpy County, Nebraska. The headings of the sections in this Agreement are inserted solely for the convenience of reference, and are not intended to govern, limit, or aid in the construction of any term or provision hereof. Whenever possible, each provision of this Agreement and any other related document shall be interpreted in such manner as to be valid under applicable law; but, if any provisions of any of the foregoing shall be invalid or prohibited under such applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of such documents.

**(i) Entire Agreement; Amendment; Counterparts; Facsimile.** This Agreement constitutes the entire, full and complete agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, except by a

written agreement executed by the parties hereto. This Agreement may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one Agreement. This instrument and any amendment hereto may be executed via facsimile or by e-mail of a PDF, with the same force and effect as "ink" signatures, and the parties agree that facsimile or PDF execution hereof shall be binding upon the parties.

**(j) Purchaser and Seller Authority.** Both Purchaser and Seller have all requisite power and authority to execute this Agreement, and the individual or individuals who did or will execute the same on behalf of Purchaser and Seller and have the power and authority to bind each of Purchaser and Seller.

10. **Brokerage:** The parties hereby state that neither Purchaser nor Seller has dealt with any real estate brokers or business agents which would give rise to a claim for a commission, finder's fee or other similar transaction fee upon the closing of the transaction contemplated by this Agreement, except for the brokerage services of CBRE, Inc. for Seller. Seller shall pay to CBRE, Inc. a commission per the terms of a separate agreement. Each party hereto agrees to indemnify and hold the other harmless from any and all claims, fees or liabilities arising from the claims of any other persons for commissions and the like resulting from the closing of this transaction. The provisions of this section shall survive closing and be binding upon the heirs, assigns and successors of Purchaser and Seller.

11. **Title and Survey.** Within ten (10) days from the Effective Date, Seller shall obtain from Title Company a preliminary title report (the "Title Commitment") to issue an Owner's Policy of Title Insurance (the "Title Policy") insuring Purchaser's title to the Property to be good and indefeasible in the amount of the Purchase Price. The Title Commitment shall include copies of vesting deeds and all documents of record reflected therein.

Following the Effective Date, Purchaser, at its own expense, may obtain a survey of the Property (the "Survey") suitable to Purchaser and Title Company, showing each Schedule B exception contained in the Title Commitment and its effect on the Property.

Purchaser shall have until seven (7) days from the date on which it receives the Title Commitment to approve or disapprove the status of title as shown thereby, and by any update to the Survey obtained by Purchaser, by giving written notice to Seller and Escrow Agent. If Escrow Agent issues a supplemental or amended Title Commitment showing additional exceptions to title ("Additional Exceptions"), Purchaser shall have five (5) days from the date of receipt thereof in which to give written notice of dissatisfaction to Seller and Escrow Agent as to any such Additional Exceptions.

If in either case Purchaser gives such notice (a "Title Notice"), Seller, at Seller's option, but without obligation or liability, may attempt to remove or obtain title insurance endorsements, reasonably satisfactory to Purchaser, against the matters specified in the Title Notice. If Seller does not so cure or agree in writing to cure such matters within thirty (30) days of Seller's receipt of the Title Notice, then Purchaser may cancel this Agreement by giving written notice thereof to Escrow Agent on or before the thirty-fifth (35<sup>th</sup>) day after Seller's receipt of the Title Notice, or Purchaser may waive its objections in writing and the transaction shall close as scheduled. In each case, if Purchaser does not give the appropriate written notice within the required time period, Purchaser will be deemed to have approved the Title Commitment or any Additional

Exceptions, as applicable. Notwithstanding anything contained herein to the contrary, it is understood and agreed that the Property shall be conveyed to Purchaser free and clear of all monetary liens of an ascertainable amount created by Seller.

12. **Marketing.** Prior to Closing, Seller shall be allowed to continue marketing the property for sale. Notwithstanding the foregoing, any and all offers to purchase received shall be considered for backup purposes only, and Seller shall not be allowed to negotiate the same unless Purchaser terminates this Agreement as allowed by the terms herein.

13. **Inspection.** Purchaser shall have a period of time commencing upon the Effective Date and ending at 5:00 p.m. (CST) on the 180<sup>th</sup> day thereafter to make a complete inspection of the Property, including all matters relating to property condition, financials, environmental, title and survey (the "Inspection Period"). Prior to Closing, Purchaser and its authorized agents may enter upon the Property for the purpose of making non-invasive inspections at Purchaser's sole risk, cost and expense. Purchaser shall indemnify, defend and hold Seller harmless from and against any and all liabilities, costs and expenses that should arise out of Purchaser's inspection efforts. All of such entries upon the Property shall be at reasonable times during normal business hours and after reasonable prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property. Purchaser shall provide Seller with a copy of the results of any third-party tests and inspections made by Purchaser, excluding only market and economic feasibility studies. If any inspection or test disturbs the Property, Purchaser will restore the Property to the same condition as existed before the inspection or test. Purchaser shall defend, indemnify and hold Seller, Seller's members, managers, trustees, directors, officers, tenants, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Purchaser's inspection of the Property as allowed herein. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement.

14. **"As Is" Purchase.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY SHALL BE CONVEYED TO PURCHASER ON AN "AS-IS, WHERE-IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE PHYSICAL OR STRUCTURAL CONDITION OF THE PROPERTY, OR THE PROPERTY'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS MADE AND HEREBY MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY REGARDING THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY OF THE PROPERTY OR ANY PORTION THEREOF.

**[Remainder of page intentionally left blank; signature page to follow]**

**IN WITNESS WHEREOF**, duly authorized representatives of the Purchaser and Seller have executed this Purchase and Sale Agreement as of the date first above written.

**PURCHASER:**

**Millman Lumber Company**

By: \_\_\_\_\_  
Richard G. Millman, President

**SELLER:**

**City of Bellevue**

By: \_\_\_\_\_  
Name: Mayor Rusty Hike

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

COUNCIL MEETING DATE:		SUBMITTED BY:	
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 type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

SYNOPSIS/BACKGROUND:

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

1. <input style="width: 90%; height: 20px;" type="text"/>	2. <input style="width: 90%; height: 20px;" type="text"/>	3. <input style="width: 90%; height: 20px;" type="text"/>
4. <input style="width: 90%; height: 20px;" type="text"/>	5. <input style="width: 90%; height: 20px;" type="text"/>	6. <input style="width: 90%; height: 20px;" type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

## ORDINANCE NO. 4209

AN ORDINANCE TO AMEND SECTION 12-57, 12-60, 12-63, 12-76 THROUGH 12-81, 12-84 AND 12-85 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO FIREWORKS, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

**Section 1.** That Sections 12-57, 12-60, 12-63, 12-76 through 12-81, 12-84 and 12-85 of the Bellevue Municipal Code are hereby amended to read as follows:

### § 12-57 DEFINITIONS.

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

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

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

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

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

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

(d) Scholarships and youth programs; and

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

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

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the city as a distributor, jobber or retailer (as such terms are defined by the laws of the state, as amended from time to time) unless licensed by the city for such purposes; provided that such

licensee shall at all times comply with sections 12-60 through 12-100 and with any applicable laws, regulations and rules of the state, as amended from time to time.

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

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

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

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

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

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

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

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

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

~~— (d) Scholarships and youth programs; and~~

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

~~— (2) FIREWORKS shall mean and include only those fireworks that are permitted for sale by a retailer under the laws of the state, as amended from time to time.~~

~~— (3) FLYING LANTERNS shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. FLYING LANTERNS shall not include hot-air balloons used for transporting persons.~~

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

### § 12-63 PERMIT FOR SPECIAL FIREWORKS.

No person shall conduct a public exhibition or display of fireworks without first procuring a display permit from the Nebraska State Fire Marshal and the ~~City Clerk~~ ~~city clerk~~. All applicants for a City of Bellevue permit shall make application to the ~~City Clerk~~ ~~city clerk~~ along ~~and present~~ ~~the city clerk~~ with a copy of their permit issued by the Nebraska State Fire Marshal and a copy of a Certificate of Public Liability Insurance with a minimum amount of \$1,000,000 per occurrence and \$1,000,000 in aggregate, naming the City of Bellevue as an additional insured. Application must be received 30 days prior to the requested date of a public exhibition or display of fireworks. The City Clerk shall advertise for a public hearing and ~~The city clerk shall~~ present the application for city council approval. ~~and if~~ If approved by City Council the ~~City Clerk~~ ~~city clerk~~ shall issue the ~~license~~ ~~permit~~.

### § 12-76 LIMITED ISSUANCE OF RETAIL FIREWORKS LICENSES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) An applicant seeking a license for the sale of fireworks must attach to its application a copy of a Certificate of Public Liability Insurance with a minimum amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate, naming the City of Bellevue as an additional insured. An applicant seeking a Fireworks Display Permit must attach to its application a Certificate of Public Liability Insurance with a minimum amount of a \$1,000,000 per occurrence and \$1,000,000 in aggregate, naming the City of Bellevue as an additional insured.

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

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

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

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

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

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

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

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

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

~~(7)~~ (8) A verified statement that the organization understands that, in addition to the eligibility criteria otherwise set forth in this code, as a condition of being permitted to apply for a license, the organization shall:

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

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

~~(8)~~ (9) Any other information request on such form as may be appropriate in order that the city may ascertain that the organization shall have complied with any applicable provisions of this code.

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

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

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

~~(G) The City Administrator shall approve or deny, the submitted applications no later than the second Monday in May. Any denial shall be sent by email or regular mail, to the contact person listed on the organization's application. The reason for the denial shall be included. Any denial may be appealed to the City Council. Written notice should be sent to the City Administer within ten (10) calendar days of the date of denial. No appeal, however, shall be permitted because the organization was denied a license per Section 12-77 (B) or 12-77 (C). No appeal shall be allowed to any organization denied a license by Section 12-77 (F)(2). The City Administrator shall schedule a public hearing, before the City Council, at the next City Council meeting at least five (5) business days after receipt of notice of appeal.~~

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

~~before the city council at the next available and regularly scheduled city council meeting that is at least five (5) business days after receipt of such notice of appeal.~~

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

(1) Unless the organization shall first:

(a) ~~Pay the city a license fee in the amount stated in the Master Fee Schedule in cash or by check representing then good funds;~~ Pay the fireworks license fee, per the Master Fee Schedule to the distributor. The distributor shall then pay the license fee to the City of Bellevue;

(b) ~~Furnish the bond required by section 12-79;~~ Pay the fireworks deposit fee, per the Master Fee Schedule to the distributor. The distributor shall then pay the deposit fee to the City of Bellevue;

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

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

#### **§ 12-78 RESERVED.**

#### **§ 12-79 BOND.—DEPOSIT.**

(A) No license may be issued to an organization for the retail sale of fireworks, unless the ~~deposit amount required per the Master Fee Schedule is paid to the distributor. The distributor shall then pay the deposit to the City of Bellevue,~~ ~~organization shall first furnish to the city a cash bond~~ in the amount of \$1,000.00.

(B) Such ~~deposit-bond~~ shall be conditioned so that:

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

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

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

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

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the ~~City of Bellevue~~ ~~city~~ as a distributor or jobber unless such person is licensed as a distributor or jobber by the State of Nebraska and the ~~City of Bellevue~~ ~~city~~. No person shall be licensed as a

distributor or jobber by the city unless such person ~~shall submit an application and register its State License state license with to~~ the City of Bellevue ~~city~~, on a form provided by the City Clerk. ~~city clerk for such purposes on~~ Applications for a distributor or jobber license is due on or before April 1 in the calendar year in which such activity is to be conducted ~~and shall first pay~~ having paid the license fee imposed by section 12-80(D). ~~provided; however the registration shall not be permitted~~ A license shall not be given to any distributor or jobber (including any affiliate, subsidiary or other organization that is, directly or indirectly, owned, operated or controlled by any such distributor or jobber or by any person or individual owning, operating or controlling such distributor or jobber) if a jobber's or distributor's license previously issued by the city has been revoked.

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

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

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

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

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

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

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

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

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

## **§ 12-81 INSPECTION REQUIRED; DUTY OF LICENSEE.**

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

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

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

#### **§ 12-84 AGE OF SELLERS AND PURCHASERS.**

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

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

#### **§ 12-85 STATEMENT OF PROFITS AND EXPENSES.**

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

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

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

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

(C) The form shall be maintained and made available in the ~~City Clerk's Office.~~ ~~office-of-the~~ ~~city-clerk.~~

**Section 2.** This Ordinance shall take effect and be in full force on the \_\_\_\_ day of \_\_\_\_\_ 2026.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2026.

ATTEST:

\_\_\_\_\_  
Mayor, Rusty Hike

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/17/2026		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Annual "Ride of Silence" - Bellevue Bicycle Club

SYNOPSIS/BACKGROUND:

The Bellevue Bicycle Club will be doing their annual "Ride of Silence" on Wednesday, May 20, 2026, from approximately 6:30 p.m. to 9:00 p.m., beginning at West Papio Trailhead on Raynor Parkway, then to proceed east to 36th Street, south to Twin Creek Drive, west on Twin Creek Drive to 42nd Street, south to Highway 370, east to Fort Crook Road, then northbound to Chandler Road. At Chandler Road the riders will U-turn and ride south on Fort Crook Road back to Highway 370, west to 36th Street, then back north to the West Papio Trailhead. Because of the usage of the State Highway, a Resolution is needed to show the City's NDOT compliance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Recommendation to approve Resolution #2025-04; authorize the Mayor to sign.

ATTACHMENTS:

- |                          |                             |                                  |
|--------------------------|-----------------------------|----------------------------------|
| 1. Application for Event | 2. Certificate of Insurance | 3. letter from Mr. Mick Occhiuto |
| 4. Resolution #2026-04   | 5. <input type="text"/>     | 6. <input type="text"/>          |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Bellis*  
*Susan Kluthe*  
*Gregg K...*

RESOLUTION NO. 2026-04

WHEREAS, the Bellevue Bicycle Club will hold the annual “Ride of Silence” (“special event”) in the City on May 20, 2026, and,

WHEREAS, a portion of Nebraska Highway 370 (“highway property”) located within the corporate limits of the City of Bellevue (“City”) will be used for bicycle riders beginning at West Papio Trailhead on Raynor Parkway, then to proceed east to 36<sup>th</sup> Street, south to Twin Creek Drive, west on Twin Creek Drive to 42<sup>nd</sup> Street, south to Highway 370, east to Fort Crook Road, then northbound to Chandler Road. At Chandler Road the riders will U-turn and ride south on Fort Crook Road back to Highway 370, west to 36<sup>th</sup> Street, then back north to the West Papio Trailhead, on Wednesday, May 20, 2026, from approximately 6:30 p.m. until 9:00 p.m., in conjunction with the special event; and,

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

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

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

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

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

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

PASSED AND APPROVED this 17th day of March, 2026.

ATTEST:

\_\_\_\_\_  
Rusty Hike, Mayor

\_\_\_\_\_  
Susan Kluthe, City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Bellevue Bicycle Club Date: 02-24-2026

Contact Person Information for Organization:

Name: Mick Occhiuto Phone: 4023015321 Email: mutualmick@aol.com
Address: 146 Fort Cro4 Read Circle City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: 2026 Ride of Silence

Location of Event/Alternate Location:

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

Dates of Event: 05-20-2026 Alternate Dates: N/A Hours of Event: 6:30pm - 9:00pm

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

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

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

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

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

Signature of Applicant: [Handwritten Signature]

**Police Department Requests:**  
Guided motorcycle escort

**Parks Department Requests:**

**Street Department Requests:**

**Special Request:**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc.  7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Arch Insurance Company		11150
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**COVERAGES** **CERTIFICATE NUMBER:** 1002442018 **REVISION NUMBER:** \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

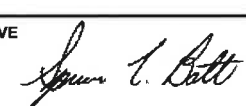
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: OTHER	N		SBCGL0054509	02/01/2026	02/01/2027	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

- Coverage applies to BELLEVUE BICYCLE CLUB, INC., 9702 S 103RD AVE, PAPILLION, NE 68046-5874.

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

**CERTIFICATE HOLDER****CANCELLATION**

BELLEVUE BICYCLE CLUB, INC.  9702 S 103RD AVE  PAPILLION NE 68046-5874	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> American Specialty Insurance & Risk Services, Inc.		<b>NAMED INSURED</b> League of American Wheelmen dba League of American Bicyclists 1612 K Street NW, Suite 1102 Washington, DC 20006	
<b>POLICY NUMBER</b> SBCGL0054509		<b>EFFECTIVE DATE:</b> 02/01/2026	
<b>CARRIER</b> Arch Insurance Company	<b>NAIC CODE</b> 11150		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002442018

- Exclusions (cont'd)-however this exclusion does not apply to activities involving low speed electric bicycles as defined by the Consumer Products Safety Commission. Bike Share Programs, Year-round Bike Depot operations, Pedi-Cabs, Tours/events greater than five days, Events that are sanctioned or approved by USA Randonneurs
- Coverage is not provided for special events unless those events are first scheduled and approved by the insurer and appropriate premium is paid. Special events are any ride for which a participation fee is charged (certain exceptions may apply). Club insurance must be in place before special event coverage can be purchased.
- Coverage applies to bicycle-related activities conducted and supervised by the insured organization. Coverage does not apply to bicycle education courses (as defined in the policy) or bicycle refurbishment unless otherwise indicated herein. Coverage applies to BELLEVUE BICYCLE CLUB, INC. from February 01, 2026 through January 31, 2027.
- Coverage available under Policy #SR2014DC-P-050467 is on file with the policyholder. Accident Medical Coverage, \$10,000 per person per accident excess of a \$500 per claim deductible and excess of any other valid and collectible insurance. Accidental Death & Dismemberment, \$5,000 per person per accident.



Mick Occhiuto

Vice President

Bellevue Bicycle Club  
702 Fort Crook Road  
Bellevue, NE 68005

City Administrator  
Jim Ristow  
1500 Wall Street  
Bellevue, NE 68005

February 24, 2026

Request for Resolution for Use of Highway 370 for an Event

Dear Mr. Ristow,

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

The "Ride of Silence" is a worldwide memorial ride to honor those injured or killed in traffic accidents while cycling on the public roadways. The event will take place on Wednesday, May 20th, 2026 (the third Wednesday of May) beginning at 7:00 pm.

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

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

Respectfully,

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



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: February 26, 2026

SUBJECT: Approve request of application for the Bellevue Bicycle Club to host the Ride of Silence. The event will take place May 20, 2026 from 6:30 p.m. to 9:00 p.m. The route will be on Twin Creek Trailhead, 3601 Raynor Parkway Bellevue, NE 68123.

Please make comments on the above request and return to Susan Kluthe, by, March 5, 2026 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

Comments

No Comments

Capt. Kurt Stroehler  
Digitally signed by Capt. Kurt Stroehler  
Date: 2026.03.02 08:52:36 -06'00'

Signature or Fill in Your Name

3-2-26

Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: February 26, 2026

SUBJECT: Approve request of application for the Bellevue Bicycle Club to host the Ride of Silence. The event will take place May 20, 2026 from 6:30 p.m. to 9:00 p.m. The route will be on Twin Creek Trailhead, 3601 Raynor Parkway Bellevue, NE 68123.

Please make comments on the above request and return to Susan Kluthe, by, March 5, 2026 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

Comments

No Comments

No comments-Cpt J. Stuck\145

Signature or Fill in Your Name

2-26-26  
Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: February 26, 2026

SUBJECT: Approve request of application for the Bellevue Bicycle Club to host the Ride of Silence. The event will take place May 20, 2026 from 6:30 p.m. to 9:00 p.m. The route will be on Twin Creek Trailhead, 3601 Raynor Parkway Bellevue, NE 68123.

Please make comments on the above request and return to Susan Kluthe, by, March 5, 2026 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

Comments

No Comments

Empty rectangular box for comments.

  
Signature or Fill in Your Name

3/5/26  
Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: February 26, 2026

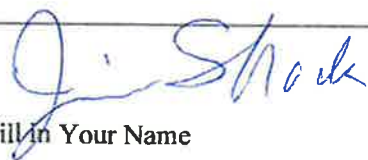
SUBJECT: Approve request of application for the Bellevue Bicycle Club to host the Ride of Silence. The event will take place May 20, 2026 from 6:30 p.m. to 9:00 p.m. The route will be on Twin Creek Trailhead, 3601 Raynor Parkway Bellevue, NE 68123.

Please make comments on the above request and return to Susan Kluthe, by, March 5, 2026 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

Comments

No Comments

Empty rectangular box for providing comments.

  
Signature or Fill in Your Name

2.26.2026  
Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: February 26, 2026

SUBJECT: Approve request of application for the Bellevue Bicycle Club to host the Ride of Silence. The event will take place May 20, 2026 from 6:30 p.m. to 9:00 p.m. The route will be on Twin Creek Trailhead, 3601 Raynor Parkway Bellevue, NE 68123.

Please make comments on the above request and return to Susan Kluthe, by, March 5, 2026 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

Comments

No Comments

Signature or Fill in Your Name

March 2, 2026

Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 3/17/26		SUBMITTED BY: Shari Lentsch	
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 type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	

SUBJECT:

Stryker maintenance programs for cardiac monitors and LUCAS devices

SYNOPSIS/BACKGROUND:

Stryker provides a maintenance program that allows for our monitors and our LUCAS (automated CPR devices) devices to have regular maintenance and replacement batteries to keep them working correctly and to extend life of the devices. We typically purchase these four year agreements, which is billed annually. Our previous maintenance agreement expired.

FISCAL IMPACT:: \$ 20,422.10/year      BUDGETED FUNDS?: Yes      GRANT/MATCHING FUNDS?: No

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 4 year Stryker maintenance agreement

ATTACHMENTS:

1. Stryker	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:

*James Miller*  
*[Signature]*  
*[Signature]*



## 4 YEAR PREVENT WITH BATTERY

Quote Number: 11242577  
 Version: 1  
 Prepared For: BELLEVUE FIRE DEPT  
 Attn:

Division: Medical  
 Rep: Scott Pufahl  
 Email:  
 Phone Number:

GPO: EMS  
 Quote Date: 01/16/2026  
 Expiration Date: 02/15/2026  
 Contract Start: 02/01/2026  
 Contract End: 01/31/2030

SMR Service Rep Name: Jeremy Stevens  
 SMR Service Rep Email: jeremy.stevens@stryker.com

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	BELLEVUE FIRE DEPT	Name:	BELLEVUE FIRE DEPT	Name:	BELLEVUE FIRE DEPT
Account #:	20071872	Account #:	20071872	Account #:	20071872
Address:	211 W 22ND AVE BELLEVUE Nebraska 68005-5072	Address:	211 W 22ND AVE BELLEVUE Nebraska 68005-5072	Address:	211 W 22ND AVE BELLEVUE Nebraska 68005-5072

### ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR <small>(Parts, Labor, Tools) - Preventive Maintenance - Batteries Service</small>	48	4	15.0%	\$8,071.60	\$32,286.40
2.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR <small>(Parts, Labor, Tools) - Preventive Maintenance - Batteries Service</small>	48	1	15.0%	\$6,296.80	\$6,296.80
3.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR <small>(Parts, Labor, Tools) - Preventive Maintenance - Batteries Service</small>	48	3	15.0%	\$8,071.60	\$24,214.80
4.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR <small>(Parts, Labor, Tools) - Preventive Maintenance - Batteries Service</small>	48	3	15.0%	\$6,296.80	\$18,890.40
ProCare Annual Payment:							\$20,422.10

### Price Totals:

Grand Total: \$81,688.40



### 4 YEAR PREVENT WITH BATTERY

Quote Number: 11242577  
Version: 1  
Prepared For: BELLEVUE FIRE DEPT  
Attn:

Division: Medical  
Rep: Scott Pufahl  
Email:  
Phone Number:

GPO: EMS  
Quote Date: 01/16/2026  
Expiration Date: 02/15/2026  
Contract Start: 02/01/2026  
Contract End: 01/31/2030

SMR Service Rep Name: Jeremy Stevens  
SMR Service Rep Email: jeremy.stevens@stryker.com

\_\_\_\_\_  
Authorized Customer Signer (Printed)      Date

\_\_\_\_\_  
Stryker Authorized Signature (Printed)      Date

\_\_\_\_\_  
Authorized Customer Signature      Date

\_\_\_\_\_  
Stryker Authorized Signature      Date

\_\_\_\_\_  
Purchase Order Number

**Service Terms and Conditions:**

The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.

## Payment Schedule

**Starting Balance:**

**\$81,688.40**

Date	Payment	Balance
02/01/2026	\$20,422.10	\$61,266.30
02/01/2027	\$20,422.10	\$40,844.20
02/01/2028	\$20,422.10	\$20,422.10
02/01/2029	\$20,422.10	\$ -

## Equipment Service Plan

<b>Line Item #</b>	<b>Model</b>	<b>ProCare Materials</b>	<b>Serial #</b>
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48974943
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48974952
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	51170621
1.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	55103707
2.0	99576-000043	PROCARE-SVC-LUCAS-FIELD-REPAIR	35172796
3.0	99577-001373	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46092305
3.0	99577-001373	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46092505
3.0	99577-001373	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46092336
4.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520N503
4.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520N429
4.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3525MH03

# ProCare® Services

## Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent**. You will have confidence in your device's state of readiness along with these additional benefits of your service plan.



## Your service details are:



### Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.



### Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.



### Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

#### • Additional Preventive Maintenance:

Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.



### Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.



### Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.



### Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

3800 E. Centre Avenue  
Portage, MI 49002 USA

[stryker.com](http://stryker.com)

## ADDENDUM TO PROCARE MEDICAL QUOTE

This Addendum (“**Addendum**”) is entered into by and between the facility listed on the Quote (“**Customer**”) and Stryker Sales, LLC, acting through its Medical Division (“**Stryker**”) and modifies the ProCare Medical Quote (“**Quote**”). The terms of this Addendum will apply to Customer’s purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

1. **Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote (“**Term**”).
2. **Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the “**Services**”) to the Equipment set forth on the Quote (“**Equipment**”).
3. **Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
4. **Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty and Limitations of Warranty.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
  - a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
  - b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
  - c. If the Services are to be performed on Customer’s premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer’s then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
  - d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
  - e. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER’S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED “INDEMNIFICATION,” STRYKER’S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS’ FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
7. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker’s performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the “sterile field” at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer’s personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient’s informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Addendum. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under Addendum and represents that it will obtain all necessary consents from patients.
8. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Addendum as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (i) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker’s quote), mattresses, disposable items, IV poles or rust or corrosion damage; Customer agrees to provide personal protective equipment (“**PPE**”) to OnSite/Clinical Specialists. Notwithstanding anything else in this Addendum in the event Customer fails to provide appropriate industry-standard PPE to all OnSite Specialists, as determined in Stryker’s sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.
9. **Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker’s employee or agent; (ii) the failure of any person other than Stryker’s employee or agent to follow any instructions outlined in the labeling, manual, and/or

instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

10. **Insurance.** Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of \$1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of \$1,000,000.00 each accident and/or \$1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.
11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.
12. **Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.
13. **Background Check.** Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
  - a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
  - b. Employment history verification;
  - c. SSN trace, including address history verification;
  - d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
  - e. FDA Debarment and Disqualified/Restricted List search;
  - f. OIG/HHS Exclusion List check;
  - g. EPLS/GSA Exclusion List check;
  - h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
  - i. Motor vehicle check

During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.
15. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Addendum will be conducted by state or federal courts located in the State of Michigan. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.

\*\*\*\*\*

**PURCHASE ORDER FORM**

Does the Customer require a PO# on invoices for payment?  No  Yes  
If yes, do not use this form.

Check box confirming BILL TO and SHIP TO on quote is accurate.

	<b>Customer # - 20071872</b>
--	------------------------------

**Company Name** BELLEVUE FIRE DEPT

**Contact or Dept**

**Phone**

**Email**

<b>Stryker Quote #</b>	<b>Grand Total Amount</b>
11242577	\$81,688.40

**Authorized Customer:**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Check box if anything attached

**\*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.\***

**\*Service Terms and Conditions:**

The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 3/17/26		SUBMITTED BY: Shari Lentsch	
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:

Sign MOU with Nebraska Medical Center to obtain, carry, and administer blood products

SYNOPSIS/BACKGROUND:

This MOU with The Nebraska Medical Center will allow Bellevue EMS to obtain, carry, administer, and restock blood for the purpose of patient care. The Nebraska Blood Bank will provide blood products to TNMC who will store and distribute blood products as needed by Bellevue Fire Department. There is no cost associated with the MOU itself, BFD will be invoiced for blood products used.

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:

Authorize the Fire Chief to sign the MOU with The Nebraska Medical Center for blood products.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:


## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between **The Nebraska Medical Center**, a Nebraska nonprofit corporation (“TNMC”), and the **Bellevue Fire Department** (“BFD”), and made effective as of the later signature date below (the “Effective Date”).

WHEREAS, TNMC operates an acute-care hospital that is opened to the public 24 hours per day, 365 days per year;

WHEREAS, the BFD carries a limited supply of blood products in its ambulances for use as needed with the individuals it assists;

WHEREAS, the BFD currently orders such blood products from New York Blood Center, Inc. d/b/a Innovative Blood Resources, d/b/a Memorial Blood Centers, d/b/a Nebraska Community Blood Bank (collectively referred to as “IBR”);

WHEREAS, when the BFD is responding to calls for assistance, it is unable to receive and properly store the blood products that IBR delivers to the BFD station; and

WHEREAS, subject to the terms below and in the interest of enabling the BFD to administer blood products as needed, TNMC is willing to fulfill the BFD’s orders for certain blood products;

NOW, THEREFORE, in consideration of the mutual obligations set forth in this MOU, the parties agree as follows:

1. Supply of Blood Products. As permitted by IBR and available, TNMC will fulfill the BFD’s orders for whole blood products from the supply of such products that TNMC receives from IBR (the “Blood Products”). The BFD will pick up the Blood Products from TNMC pursuant to TNMC’s defined process. Once the BFD has picked up and accepted any Blood Products from TNMC, TNMC will enter the BFD’s applicable order(s) into IBR’s online portal (currently known as BloodHub) so that IBR will credit TNMC and alternatively invoice the BFD for such order(s) in accordance with the rates negotiated between IBR and the BFD for whole blood products. The BFD agrees to timely remit payment of such invoiced amounts to IBR.
2. Payment
  - a. Blood Products Used by BFD. The BFD shall pay and be solely responsible for paying IBR for any Blood Products that:
    - i. the BFD utilizes; or
    - ii. are ineligible or unaccepted for return to TNMC pursuant to the terms of Sections 2.b.i or 2.b.iii below, respectively.
  - b. Returned Blood Products
    - i. When Permitted. The BFD may return unused Blood Products that are still viable for use (in TNMC’s sole determination) to TNMC; provided that the BFD makes any such return at least seven (7) calendar days before such unused Blood Products’ expiration. TNMC will accept any such timely returned and viable Blood Products.

- ii. Accepted by TNMC. If TNMC accepts any Blood Products that the BFD returns to TNMC, TNMC shall pay and be solely responsible for paying IBR for such accepted Blood Products.
- iii. Unaccepted by TNMC. If TNMC does not accept any Blood Products that the BFD seeks to return to TNMC, the BFD shall pay and be solely responsible for paying IBR for such Blood Products and for properly disposing of such Blood Products.

### 3. Compliance

- a. Generally. Each party shall comply with all applicable laws and regulations.
  - b. While On TNMC's Campus. The BFD will abide by TNMC's visitor and vendor requirements while on campus.
4. Confidentiality. When picking up Blood Products from TNMC, the BFD and its employees may have incidental contact with patients' protected health information and non-public and/or proprietary information of TNMC. For purposes of this MOU, all such information is considered TNMC's confidential information. Under no circumstance shall the BFD or its employees access, use, or disclose TNMC's confidential information. The BFD shall be liable for any unauthorized acquisition, access, use, or disclosure of TNMC's confidential information by the BFD or any of its employees.
5. Indemnification. To the extent permitted by law, the BFD agrees to indemnify, defend, and hold TNMC, its affiliates, and their respective officers, directors, employees, and agents harmless from and against all actions, claims, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") arising out of, resulting from, or caused by:
- a. the BFD's use of the Blood Products;
  - b. any damaged or lost Blood Products (except where such damage or loss is the direct result of TNMC's gross negligence); and
  - c. the BFD's performance or non-performance of any of its obligations pursuant to this MOU.

Notwithstanding anything to the contrary in this MOU, in no event shall TNMC be liable to the BFD for any Claims arising out of, resulting from, or caused by the BFD's use of the Blood Products.

6. Insurance. The BFD shall purchase at its own expense and maintain at all times during this MOU's term:
- a. general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate;
  - b. automobile insurance coverage in the amount of at least \$1,000,000 per occurrence;
  - c. workers' compensation insurance coverage in the amount required by Nebraska law; and
  - d. umbrella insurance coverage in the amount of at least \$2,000,000.
7. Independent Contractors. The relationship between the parties will at all times be that of independent contractors. This MOU is not intended to create between the parties a relationship of partners, principal and agent, joint venturers, or any other similar relationship. The BFD will be responsible for ensuring

payment of all unemployment, social security, payroll, contributions, and other taxes with respect to its employees, agents, and subcontractors.

- 8. No Requirement of Referrals. There is no agreement, express or implied, between TNMC and the BFD governing the referral of patients or business. Nothing in this MOU shall be construed to require either party to make referrals of patients to the other party. No payment shall be made under this MOU in return for the referral of patients or in return for the ordering, purchasing, or leasing of any products or services.
- 9. Term and Termination. This MOU shall be effective as of the Effective Date and will continue until either party provides the other party written notice of termination.
- 10. Use of Marks. Neither party shall use the name, trade names, trademarks, service marks, or logos of the other party or its affiliated entities without first obtaining the other party's written consent.
- 11. Counterparts. This MOU may be executed electronically and in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, TNMC and the BFD have caused their duly authorized representatives to execute this MOU as of the dates listed below.

**The Nebraska Medical Center**

**Bellevue Fire Department**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
3/17/2026

COUNCIL MEETING DATE: 03/17/2026		SUBMITTED BY: Administration	
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 Collective Bargaining Agreement contract Addendum with the International Association of Firefighters Local 4906 (IAFF)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the IAFF required a revision to correct unforeseen pay compaction issues created by the current CBA.

FISCAL IMPACT:: 31,500 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Contract Addendum between the City and IAFF

CONTRACT EFFECTIVE DATE: 10/01/2025 CONTRACT TERM: CONTRACT END DATE: 09/30/2026

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Memorandum of Understanding with the IAFF for the term March 17, 2026 through September 30, 2026.

ATTACHMENTS:

1. Addendum with IAFF
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Anna B...*  
*...*  
*...*

ADDENDUM

To Collective Bargaining Agreement

Between the City of Bellevue, NE

&

IAFF Local 4906

The IAFF Local 4906 and the City of Bellevue are parties to an existing Collective Bargaining Agreement ("CBA") which covers the contract years ~~2025~~ thru ~~2026~~ and which CBA establishes wages and working conditions for covered employees in the City of Bellevue Fire Department. The IAFF and Local 4906 have entered into mid-contract negotiations to address unforeseen wage compaction among the ranks of certain classifications. As a result of these negotiations, the City and Local 4906 agree to adopt and implement changes to compensation for the following enumerated employees effective beginning the first pay period upon ratification by Local 4906 and approval by the City Council of the City of Bellevue, to wit:

1. Eric Mixan will be moved to Step 7 of the applicable pay line.
2. Edward VanSant will be moved to Step 7 of the applicable pay line.
3. Alexander Hurd will be moved to Step 6 of the applicable pay line.
4. Timothy Pohl will be moved to Step 6 of the applicable pay line.
5. Jonathan Schaffer will be moved to Step 6 of the applicable pay line.
6. Grant Matthies will be moved to Step 4 of the applicable pay line.

All other terms and conditions of the CBA will remain in effect and are not modified by the terms of this Addendum.

By signing the Addendum, both parties represent that those signatory hereto are authorized to enter into this addendum to the CBA by vote of the Union membership and/or the City Council and that Local 4906 and the City intend to be bound thereby.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026

Dated this \_\_\_ day of \_\_\_\_, 2026

International Association of Firefighters,  
Local 4906,

City of Bellevue,

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: <b>March 17, 2026</b>		SUBMITTED BY: <b>David Goedeken-Public Works Director</b>	
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:

District 3 fire station roof replacement

SYNOPSIS/BACKGROUND:

Lower Center Roof Replacement on district 3 fire station. approximately 1,535 square feet, due to age and failure.

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 and authorize the maintenance work to be done by KenBrooke roofing Inc. to Dist. 3 fire lower center roof replacement in the amount not to exceed \$28,896.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Handwritten signatures:*  
 Daniel Wallin  
 [Signature]  
 [Signature]

January 16, 2026

City of Bellevue Fire District 3 Station  
9400 S 36<sup>th</sup> Street  
Bellevue, NE 68147

**RE: Lower Center Roof Replacement, Approximately 1,535 Square Feet**

Provide all labor, materials, tools, equipment, and services necessary to complete the work as specified herein and in accordance with the manufacturer's most current published specifications and details.

1. Remove and dispose of the existing roof system down to the concrete roof deck.
2. Remove and dispose of the parapet wall flashings, penetration flashings, drain flashings, and related terminations.
3. Remove and dispose of the parapet metal fascia.
4. Furnish and install a base layer of 1.5" polyisocyanurate insulation board, attached with insulation adhesive.
5. Furnish and install tapered EPS insulation system, 1/8" per 1' slope, attached with insulation adhesive,
6. Furnish and install tapered EPS insulation crickets, 1/2" per 1' slope, attached with insulation adhesive.
7. Furnish and install a top layer of 1.5" polyisocyanurate insulation board, attached with insulation adhesive.
8. Furnish and install 60 mil TPO membrane adhered roofing system, including parapet wall flashings, penetration flashings, and drain flashings.
9. Furnish and install prefinished 24-gauge metal fascia with continuous cleat metal.
10. Furnish and install termination bar to seal and terminate the interior parapet wall flashings.
11. Provide roof system manufacturer's 20-year warranty.

**Total Cost of This Work: \$28,896.00**

**KenBrooke Roofing Inc.**

4505 South 139<sup>th</sup> Street  
Omaha, NE 68137

Phone: 402-618-0394

Fax:

Email: scott@kenbrookeroofing.com

**KenBrooke Roofing**

Any A/C, electrical, or plumbing work required allowing proper installation of the new roofing system will be an additional cost to below price. KenBrooke Roofing is not responsible for fasteners penetrating conduit or piping below roof deck.

All material is guaranteed to be as specified. All work to be completed in accordance with the manufacturer's most current published specifications and details. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Our workers are fully covered by Workman's Compensation Insurance.

This proposal is based on, and subject to, the performance of all work during regular working hours, unless otherwise noted.

Nothing in any maintenance guarantee issued or promised in connection with this work shall render this company liable in any respect for any damage to the subject building or contents thereof.

Any guarantee promised in connection with this work will be issued in our standard form subject to all the provisions herein, the same as incorporated therein.

Prices quoted include sales taxes or other fees unless otherwise quoted.

All payments due under this contract shall be paid within 10 days of the invoice date. Payments thereafter shall be assessed a late fee of 1.33% per month.

Authorized Signature: \_\_\_\_\_

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

\_\_\_\_\_  
Representative of KenBrooke Roofing Inc.

Acceptance of this proposal constitutes a binding contract under the laws of the state of Nebraska. Signing authorizes KenBrooke Roofing to perform the work specified. Payments will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE <b>March 17, 2026</b>		SUBMITTED BY: <b>David Goedeken-Public Works Director</b>	
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:

Street lights installed at the Bellevue cemetery.

SYNOPSIS/BACKGROUND:

Install three new light poles and change pole top lenses on four existing light poles throughout cemetery and converting the existing lamps to LED lamps. Bid also includes installing two astrological time clocks, install approximately 850 feet of conduit underground for new pole bases.

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 and authorize the work to be done by Day Electric service, Inc for the new lights at the cemetery in the amount not to exceed \$29,070.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Handwritten signatures in blue ink over horizontal lines.*

**DAY ELECTRIC SERVICE, INC.**  
**2210 CAMP BREWSTER ROAD**  
**BELLEVUE, NE 68005**  
**Phone:(402)345-2100 Fax Available**

PROJECT & LOCATION: Install (3) New Light Poles, Change Pole Top Lenses, and Convert to LED  
At Bellevue Cemetery 13<sup>th</sup> Avenue & Franklin Street Bellevue, Nebraska

TO: City of Bellevue **\*\*\*Needs Signature\*\*\***  
1510 Wall Street Bellevue, Ne 68005

ATTN: Tracy Niemier  
Cell 402-515-6258 Email [tracy.niemier@bellevue.net](mailto:tracy.niemier@bellevue.net)

DATE: 3.6.26 2 pages total Mask Required? Yes No Have Available  
Here is the pricing you requested for the above project. It includes installing (3) new light poles to be located on east side of cemetery as discussed. Also change pole top lenses on (4) existing light poles throughout cemetery and converting the existing lamps to LED lamps. It also includes installing (2) astrological time clocks (one in house for new poles), installing approximately 850 feet of conduit underground for new pole bases. Pole bases will be constructed/installed by the City of Bellevue. The second time clock will replace the photo cell in the maintenance building. The estimated cost for this project is \$29,070.00 and includes material and labor. This project is planned to be performed on a time and material basis during regular rates.

Terms are Net 30

Any work outside this scope will require a change order (see labor rates below).

If work is not started & completed within 30 days of agreement date and is accepted at a later time, there may be material and/or labor increases, these would be in addition to the above estimated price.

If any underground work is required, public locates will be handled by Day Electric. If there are any private lines, you will need to mark them for us. Damage to any private unmarked lines (electrical, plumbing, gas, sprinkler lines, septic tank & laterals, fuel lines, etc.) will be repaired at the owner's expense.

The day before this work is to be performed, parking spaces will need to be blocked off to allow space for the bucket truck with outriggers to park to do this work. Also any chairs/tables, etc. will need to be moved ahead of time as well.

Estimated cost definition – a rough or approximate calculation

Cancellations – job cancellations must be received before any time is spent on this job or electrician is dispatched, if not, billable time will be invoiced to the customer

Rates are as follows through May 2026. Service calls are a minimum 1 hour labor charge.

Regular rates are Monday–Friday 7am–3:30pm at \$107.00 per hour per electrician

**DAY ELECTRIC SERVICE, INC.**  
**2210 CAMP BREWSTER ROAD**  
**BELLEVUE, NE 68005**  
**Phone:(402)345-2100 Fax Available**

PROJECT & LOCATION: Install (3) New Light Poles, Change Pole Top Lenses, and Convert to LED  
At Bellevue Cemetery 13<sup>th</sup> Avenue & Franklin Street Bellevue, Nebraska

Overtime rates are Monday – Friday 3:30pm – 7am & all day Saturdays at \$160.50 per hour per electrician  
Double time rates are Sundays and major holidays at \$214.00 per hour per electrician  
(Billable labor includes drive time to your location, troubleshooting, repair/installation time, researching/ordering parts, drive time to get parts if needed, time needed to document work performed and parts used).  
A \$10 fuel surcharge will be charged per job. Bucket truck rate is \$55.00 per hour.

**\*\*\*Coronavirus- Customer will notify Day Electric of any recent suspected\*\*\*  
\*\*\*or confirmed exposure of Covid-19 at this location\*\*\***

This price is good for 30 days.

Any work outside this scope will require a signed change order. (If a change order is not received, all other work added to this scope will be performed on a time and material basis).

All work to be completed Monday - Friday 7am - 3:30 pm, excluding major holidays on a time and material basis unless otherwise noted. Construction schedule is subject to our approval.

Any performance/payment bonds would be extra.

Sales tax will be added to all prices unless otherwise noted and all sales tax laws in effect at the time of invoicing will be followed. The above pricing does not include tariff increases, if applicable, will be charged in addition to above pricing.

Full payment will be due upon receipt of invoice date unless stated differently above. Any open balance beyond 30 days of invoice date is subject to finance charges of 1% per month.

Partial billing jobs - Day Electric Service, Inc. reserves the right to stop or delay work until full payment is received.

Invoices will be emailed. We accept cash, check, and credit cards (if paying by credit card, and additional 3.5% + \$2.00 will be added to the invoice total to cover Paypal transaction fees).

Day Electric Service, Inc. retains a security interest in any goods delivered or installed until such time that your bill is paid in full. Customer agrees to pay for any and all collection expenses incurred by Day Electric Service, Inc., without limitation, reasonable Attorney's fees (whether or not incurred in litigation) and court costs, if applicable.

If this proposal is accepted, sign, date and return original to address at top. If only a verbal acceptance of this proposal is received, the job will be performed on a time and material basis.

Call if you have any questions. Scott or Laura Day

Customer signature/authorized representative: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
3/17/2026

COUNCIL MEETING DATE: March 17, 2026		SUBMITTED BY: David Goedeken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 260104 CIPST 26(03) Overlay Projects professional engineering design and construction administration services

SYNOPSIS/BACKGROUND:

Alfred Benesch & Co to provide Professional Engineering Services for the Design and Construction Administration of a Concrete Project and an Overlay Projects in the amount of \$82,565.00. The 2-projects include the M146(374) Capehart areas east of 13th St to OFFUTT which are the Ft Crook Rd northbound on-and off-ramps and M146(240) 43rd St from Harrison to Margo St. Due to the condition of the roadways these projects include asphalt or concrete base repair and an asphalt overlay.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Co. in the amount of \$82,565.00 for professional engineering construction services for the 2026 Overlay Projects.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_  
 FINANCE APPROVAL AS TO FORM: \_\_\_\_\_  
 ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*(Handwritten signatures in blue ink)*



**CONSULTING SERVICES AGREEMENT**

<b>Client:</b> City of Bellevue, NE	<b>Project Name: ("Project")</b> 2026 Pavement Rehabilitation Projects
<b>Address:</b> 1510 Wall St Bellevue, NE	<b>Project Location:</b> 1510 Wall Street Bellevue, NE 68005
<b>Telephone:</b> 402-293-3144	
<b>Client Contact:</b> John Krager, PE	<b>Consultant PM:</b> Mike Higgins, PE
<b>Client Job No.:</b>	<b>Consultant Job No.:</b> 1126-010004.00

This agreement ("Agreement") is made by and between City of Bellevue, NE ("Client") and Alfred Benesch & Company ("Consultant") (singularly, each may be referred to as "Party," and collectively, as "Parties") on effective date ("Effective Date"), for certain professional consulting services requested by Client in connection with the Project as specified herein. Consultant agrees to provide Client with the services ("Services") more specifically described as follows (or shown in Attachment A):

Services Description

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

Attachment A: Scope of Services and Fee Estimate

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all Attachments thereto. Client further agrees to pay Consultant for the Services in accordance with the Method of Payment selected below:

X By Time and Materials not to exceed: \$82,565.00 and invoice using Attachment B – Schedule of Unit Rates.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the Effective Date:

City of Bellevue, NE

Alfred Benesch & Company

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: Jeffrey A. Sockel  
AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_

PRINT NAME: Jeff Sockel, PE, VMA

TITLE: \_\_\_\_\_

TITLE: Sr Vice President - Nebraska Division Manager

DATE: \_\_\_\_\_

DATE: 03/09/2026

BENESCH OFFICE: Bellevue  
ADDRESS: 4530 Maass Road, Suite 240 Bellevue, NE 68133

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



## GENERAL TERMS AND CONDITIONS

### **SECTION 1 – Services by Consultant**

#### **1.1 Scope of Services and Fees**

The Services to be performed by Consultant and the associated fee are set forth on the signature page or in Attachment A, Scope of Services and Fee Estimate, attached hereto, or, if applicable, by using serially numbered Work Authorizations. The Scope of Services and Fee Estimate is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope of Services and Fee Estimate.

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

### **SECTION 2 – Payments to Consultant**

#### **2.1 Method of Payment**

Payment for the Services and direct expenses shall be based on the Method of Payment identified on the signature page to this Agreement or serially numbered Work Authorizations attached hereto and made a part of this Agreement.

#### **2.2 Payment for Consultant's Services**

##### **2.2.1 Payment**

Payment for the Services rendered by Consultant shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, Attachment B, attached hereto.

##### **2.2.2 Chargeable Time**

Chargeable time for the Services is that portion of time devoted by Consultant's personnel to provide the Services. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned Project site, and return to Consultant's office, is chargeable time; or, if more economical for Client, Consultant shall lodge its personnel overnight near the Project site in lieu of traveling back to Consultant's office at the end of each work day.

##### **2.2.3 Overtime Rates**

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar

week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### **2.3 Payment for Direct Expenses**

##### **2.3.1 Payment**

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

##### **2.3.2 Direct Expenses**

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

#### **2.4 Payment Conditions**

**2.4.1** Consultant shall submit monthly invoices for all Services rendered and Direct Expenses under this Agreement and a final invoice upon completion of the Services.

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

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

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

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

### **SECTION 3 - Term of Agreement**

#### **3.1 Term**

The Parties obligations to perform under this Agreement shall extend from the Effective Date set forth on the signature page until terminated by either Party.

#### **3.2 Abandonment of Services**

Client shall have the absolute right to abandon any Services in Attachment A, or any Work Authorization attached hereto, or to change the general scope of the Services at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of Agreement**

##### **3.3.1 Termination for Cause**

Either Party may terminate this Agreement for cause upon written notice to the defaulting Party stating the basis for the termination; provided, however, the defaulting Party shall have seven (7) days to cure the default. The termination will be effective seven (7) days after delivery of the written notice if the basis for the termination has not been cured. In the event of termination by Consultant caused by Client's default, Client shall pay for all Services performed by Consultant prior to the effective date of the termination, including all Project termination expenses, collection fees, and legal expenses. Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment. In the event of termination by Client caused by Consultant's default, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of

the Services as of the date of the termination and provide information and documents developed under the terms of this Agreement to Client. Upon receipt of all other information and documents, Client shall pay Consultant for all Services performed prior to the effective date of the termination.

##### **3.3.2 Termination for Convenience**

Either Party may, in its sole discretion, terminate this Agreement for convenience at any time. In the event of such termination, the terminating Party will promptly notify and confirm the termination in writing to the other Party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment from Client.

#### **3.4 Payment for Services Upon Abandonment or Agreement Termination**

If Client abandons any of the Services in Attachment A or any Work Authorization attached hereto, or terminates this Agreement, Consultant shall be paid on the basis of Services completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the Services completed shall be made in accordance with Section 2.

#### **3.5 Liability for Incomplete Documents**

Neither Consultant nor its subconsultants shall be responsible for any errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

### **SECTION 4 - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the Services provided by Consultant hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under Client's control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting Client's property and the conduct of its employees thereon.

**4.1.3** Consultant understands and agrees that in the performance of the Services and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents and subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible

for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by Consultant's insurance provider that during the time any Services are being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of any insurance coverage shown on such certificate in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name Client as an additional insured on Consultant's commercial general liability insurance policy.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of the Services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Consultant except as otherwise provided

herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional Standard of Care as defined herein to comply with, and shall cause its subconsultants to comply with, applicable and non-conflicting federal, state, and local laws, orders, rules, and regulations in effect at the time the Services are rendered and relating to Consultant's performance of the Services hereunder. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, order, rule, regulation, ordinance, or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to Client and will conform the Services to any orders or instructions issued by Client. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Consultant hereby affirms its support of anti-discrimination and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. Consultant further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex, sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered consultants and subconsultants when making decisions regarding employment of qualified individuals and without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color, or national origin in consideration for an award. Consultant further affirms completion of applicable governmental employer information reports, including

EEO-1 and VETS-100 reports.

**4.4.3** Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a material breach of this Agreement and Client shall have the discretion to unilaterally terminate said Agreement immediately. In the event any Services are sublet, Consultant shall obtain similar certifications from each subconsultant.

**4.4.4** Consultant shall maintain a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for Consultant to perform the Services.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project. Ownership of the instruments of service shall transfer to Client upon Consultant's receipt of payment in full for all Services completed under this Agreement. Notwithstanding the foregoing, all Consultant pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant that existed before the commencement of the Services and which are included in any instruments of service generated by Consultant under this Agreement (collectively, the "Pre-Existing Materials"), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

**4.5.3** Any instruments of service are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Any reuse without written verification or adaptation by

Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any verification or adaptation by Consultant will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

**4.5.4** Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing the Services, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project documents and any health or safety precautions required by such construction work. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Services includes construction observation, Consultant shall keep Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to Client (1) known deviations from the Project documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the construction work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the Project documents.

#### **4.7 Opinions of Costs, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein, as appropriate, are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty, express or implied, that Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction Costs, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the Services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's Services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event this Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that, in Consultant's sole judgment, are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for any additional costs for taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant

any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of the Services, and it is agreed that the quality of the Services shall be judged solely as to whether the Services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes the Services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant, it is determined there is a deficiency that fails to meet the Standard of Care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000, whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether caused by either Party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

##### **5.4.1 Professional Liability**

**Consultant shall indemnify and hold harmless Client, its officers, directors, and employees, from and against all judgments, losses, damages, costs, and expenses (including reasonable**

attorney's fees) (hereinafter collectively referred to as "Liabilities"), to the extent caused by any Negligent Acts, Errors, or Omissions by Consultant or any person or organization for whom Consultant is legally liable in the performance of Professional Services under this Agreement. For purposes of this professional liability indemnification obligation, (a) Professional Services in this subsection 5.4.1 shall mean those services performed by a licensed professional employed by Consultant or any person or organization for whom Consultant is legally liable, and (b) Negligent Acts, Errors, or Omissions shall mean any negligent acts, errors, or omissions in the performance of Professional Services by Consultant or any person or organization for whom Consultant is legally liable that causes Liabilities and fails to meet the Standard of Care.

#### **5.4.2 General Liability**

Consultant shall indemnify, defend, and hold harmless Client, its officers, directors, and employees, from and against all demands, claims, losses, damages, costs, and expenses (including reasonable attorney's fees), due to bodily injury (including death) or property damage to the extent caused by any negligent acts, errors, or omissions by Consultant or any person or organization for whom Consultant is legally liable.

#### **5.4.3 Limitation of Liability**

Consultant's Professional Liability and General Liability indemnification obligations shall be subject to any limitations of liability contained in this Agreement and shall survive any termination of this Agreement.

### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's Services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either Party herein shall be in writing and shall be served either personally or by registered or

certified mail addressed to the signing Party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the Parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either Party, then the Parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either Party. Unless the Parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other Party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the Parties. Cost of mediation shall be shared equally between the Parties and shall be held in a location mutually agreed upon by the Parties. The Parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the Project is located.

**6.6 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the Project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

**6.7 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

**Supplemental Condition is incorporated herein when the applicable box is checked.**

### **S.1 Location of Underground Utilities**

It shall be Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

### **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

### **S.3 Disposition of Samples and Equipment**

#### **S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

#### **S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and

disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no

responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

#### **S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

Attachment A: Scope of Services and Fee Estimate

**CONSULTANT SCOPE OF SERVICES  
DESIGN & CONSTRUCTION ENGINEERING SERVICES  
CITY OF BELLEVUE  
BPW 260104 – 2026 PAVEMENT REHABILITATION PROJECTS**

**OVERVIEW**

Alfred Benesch & Company (Benesch) proposes to provide the professional services related to the development of a bid package and providing construction engineering services for the pavement rehabilitation and related improvements on the following street segments:

- S. 43<sup>rd</sup> Street from Margo Street to Harrison Street
- Eastbound to Northbound and the Northbound to Eastbound ramps at the intersection of Fort Crook Boulevard and Capehart Road.

The work required for this project includes field data collection, development of the contract documents and a bid package, and construction project management, observation, and materials testing services.

Benesch agrees to provide the services detailed below, following a similar standard of care typically utilized for similar projects in Bellevue or surrounding local agencies, through the identified completion date, or beyond, if mutually agreeable by both parties provided the requested services can be performed within the Not-to-Exceed fee limits.

The professional services provided by Benesch shall be described under the following major categories:

1. Project Management
2. Design Engineering
3. Construction Engineering

The following describes the scope of work related to each of these categories. Services may be added or deleted upon request. Changes to the total contract amount will be addressed as indicated above.

For the purposes of this agreement, the parties understand that construction observation and construction inspection shall be used interchangeably and Benesch is not responsible for the Contractor's means and methods of construction, acceptance or rejection of the work, or the authority to approve or deny contracts, change orders, extra work, modifications to the requirements of the Contract Documents, etc. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, Benesch shall keep the City informed about the progress and quality of the work and shall advise the City about observed or measured deficiencies or deviations in the work.

**UNDERSTANDING & ASSUMPTIONS**

The following identifies assumptions associated with this scope of services and corresponding fee estimate:

- The City shall provide front-end documents for Contract Documents.
- The City shall verify project limits on project areas and any phasing constraints to be prior to the start of design. It is anticipated that all improvements will be confined to the existing roadway between existing curbs or edge of pavement. No ADA Compliance or other accessibility improvements are expected with the project.
- It is assumed that SWPPP permitting or inspections will be required for the project.

- Design efforts will develop basic pavement maintenance and rehabilitation contract documents and planset with sufficient detail for a Contractor to understand the limits of and work to be performed, including any related work within the project area, consistent with similar pavement maintenance and rehabilitation projects in Bellevue and/or the surrounding area.
- It is assumed that up to two (2) design review meetings and one (1) preconstruction meeting will be conducted.
- Formal progress meetings are not anticipated during design or construction.
- Construction is anticipated to be started and reach final completion prior to September 30, 2026.
- Use of a construction project portal is not anticipated for project documentation and transmission of project files is not anticipated.
- Staffing requirements during construction will consist of one (1) project manager, one (1) construction inspector, one (1) material testing technician (as needed), and necessary coordination or administrative support personnel. Anticipated efforts during construction are as follows:
  - The project manager is anticipated to work no more than thirty-four (34) hours during project pre-construction meeting, preparation, construction, and closeout.
  - The construction inspector will be on site any time the contractor is performing critical elements of work requiring documentation of compliance and/or direct measurement for payment while work is being performed for the duration of the project. The inspector is anticipated to be on site no more than twenty (20) days (average of 10 hours per day including travel time).
  - A construction inspector is anticipated to be on site for up to eight (8) hours during punch list and site clean-up activities at the end of the project.

### **PROJECT MANAGEMENT**

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project as well as manage the project scope, schedule, and budget, and prepare and process invoices and monthly progress reports. During construction, Benesch will provide construction project management services to the City of Bellevue in the following areas:

- Coordinate activities between the City of Bellevue and the Contractor.
- Assist in project planning and oversight of construction activities.
- Communicate project updates on a regular basis to the City.
- Scheduling personnel and testing activities to comply with the requirements of the contract documents.

Administrative assistance shall include, but not be limited to, supporting the City in program budget monitoring, construction contract interpretation, conflict resolution, utility and other public agency coordination, project stakeholder engagement, and interacting with the public to address questions, concerns, or special requests.

### **DESIGN ENGINEERING**

Consultant will prepare a bid package consisting of plans, special provisions, and front-end documents for the proposed improvements. The tasks, deliverables, general aspects and information contained in the design efforts are outlined as follows:

- **Site Reconnaissance:**  
Benesch design team shall visit the project site to document existing conditions, surrounding driveways and intersections to connect to, major pavement repair expected before asphalt surface construction, and other work to incorporate into the design. Benesch shall prepare a list of work and location(s) anticipated to be incorporated into the Contract Documents and submit to the City for review and approval prior to starting design plan production. Anticipated work includes full and/or partial depth

pavement repair, pavement milling, asphalt wedge construction, asphalt surfacing, guardrail removal, installation of signs and pavement markings, adjustment of manholes and utility appurtenances, and temporary traffic control.

- **Meetings:**

Consultant will participate in two (2) design review meetings and one (1) phasing meeting with representatives of Offutt Air Force Base.

- **Title/Typical/General Notes Section Sheets:**

A Title sheet and typical cross-section sheets will be developed and include details, general notes, notes or design details unique to the project, and quantities for each location.

- **Traffic Control Plan:**

Traffic control included in the plans shall consist of the standard NDOT traffic control standard plans along with any constraints related to sequencing of work, access requirements, planned temporary traffic patterns, or other maintenance of traffic stipulations.

- **Construction and Removal Plan Sheets:**

Plans will show the following information:

- Roadway Stationing
- label all streets on the plans
- Existing curb lines, driveways, medians and intersections
- North Arrow/ Scale
- Construction and Removals details
- Quantities of work contained on each sheet
- Improvements to intersections and drives

Pavement and other feature lines shall be derived from field measurements, aerial photography, GIS data, or other readily available means such that reasonably close quantity values can be developed for estimating project costs. Topographic survey of areas is not included in this scope of work.

- **Summary of Quantities:**

Consultant will prepare quantity estimates for all construction and removal items on the plans and submit them to the City of Bellevue.

Any additional design services not identified in this task shall be performed by supplemental agreement.

## **CONSTRUCTION ENGINEERING**

Benesch shall provide construction inspection services to the City of Bellevue using a member of our technical staff. Benesch construction inspectors will perform the following tasks:

- **Construction Project Management:**

- Facilitate the pre-construction meeting and distribute meeting minutes (assume 1 meeting lasting no more than 1 hour).
- Assist the City with project scheduling and other administrative items upon request.
- Document and address questions and concerns from stakeholders in or near the project site.
- Prepare a project information letter for stakeholders located on the project identifying the work to be performed, anticipated construction schedule, and provide contact information for stakeholders

to utilize to gain additional information.

- **Construction Inspection:**

- Take pre-construction and post-construction photos.
- Prepare daily reports documenting on-site activities including personnel, equipment, visitors, weather, contractor activity, accidents, and any other pertinent information and submit to the City as requested.
- Take reasonable steps to verify all work is completed in compliance with the Contract Documents and notify the City in a timely manner of any observed deficiencies.
- Inspect and record potential (when identified) or actual change order and/or force account work.
- Complete materials testing on site when project work and staffing allow.
- Collect required material delivery tickets, material certifications, and other shop submittals or shop drawings as required by the Contract Documents for the work documented by Benesch.
- Quantify and record work performed by the contractor for payment. Review and submit partial pay estimates to the City's Designated Representative(s) for processing and payment.
- Once the City determines substantial completion is achieved, create and maintain a punch list of remaining items of work required to achieve final completion and coordinate the completion of items with the City and the Contractor.
- Complete a final project walk through with the City, Contractor, and any others as determined by the City.

- **Materials Sampling & Testing**

Benesch shall provide materials testing services consistent with the current version of the City of Omaha's Materials and Testing Manual for Public Works Construction and any project specific requirements using our nationally accredited and/or NDOT-certified materials testing laboratories. As determined to be appropriate, Benesch will utilize on site inspectors to perform field testing. Any testing that is not performed by inspectors will be performed by lab personnel. These services will include the following as deemed necessary by the Project Manager or the City:

- Quality assurance acceptance testing of Portland cement concrete used in construction of pavement repair for air content, slump, temperature, and compressive strength (assume no more than three (3) sets of tests performed by lab personnel).
- Quality assurance acceptance testing of the plant-produced hot-mix asphalt for volumetric properties, gradations, and consensus aggregate properties (assume one (1) set of tests).

- **PROJECT CLOSEOUT**

Benesch will provide the following services for closeout at the completion of the project:

- Create and issue a final punch list to the contractor.
- Verify all work is complete according to the contract documents.
- Provide as-builts of work completed to the City in PDF format.
- Complete a final project walk through with the City, Contractor, and any others as determined by the City.
- Submit a final closeout package to the City including field diaries, quantity calculations, pertinent project correspondence, field photos, and material test reports.

## **COMPENSATION**

The following pages indicate the estimated number of hours, personnel levels, expenses, and the associated fees Benesch anticipates for the proposed work assigned to Benesch under this agreement. Variation of these estimates is expected due to factors beyond Benesch's control such as contractor operations, field changes,

requested support services, or other situations that may occur. Benesch's overall scope of services shall be limited to those that can be performed within the approved Contract Not-to-Exceed fee.

Compensation for professional services related to project management, construction observation, engineering support services, and project closeout shall be on an hourly rate basis using established hourly billing rates determined by the classification of the personnel, as defined by Benesch, consistent with Benesch's current Construction Services Fee Schedule, updated annually. A list of staff including their corresponding classification will be provided for review and approval prior to the start of work upon request.

Compensation for laboratory and field testing of concrete and asphalt materials shall be based upon the current Construction Services Fee Schedule, updated annually, and supplemented by Benesch (Nebraska Division) standard rate schedule for required/requested tests not covered under the standard testing rate schedule.

Vehicle mileage (including rental vehicles) shall be reimbursed at a rate of \$0.75/mile. Administrative (copying, printing, postage, etc.), observation (paint, lathe, rental equipment, etc.), and other direct expenses shall be reimbursed at actual cost unless specific reimbursement rates are indicated.

**Professional Services  
City of Bellevue  
2026 Pavement Rehabilitation Projects**

**Project Summary**

Task	Personnel Services						Reimbursables				Estimated Fee
	Sr Project Manager	Project Manager II, Sr Project Engineer	Designer II, Sr Tech, Project Scientist I	Project Analyst	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses	Vehicle Mileage @ IRS Rate	Materials Testing	Subtotal	
Task 1 Project Management	30	0	0	8	38	\$ 7,694.00	\$ 100	\$ -	\$ -	\$ 100	\$ 7,794.00
Task 2 Design Engineering	33	4	168	0	205	\$ 30,397.00	\$ 100	\$ -	\$ -	\$ 100	\$ 30,497.00
Task 3 Construction Engineering	34	0	252	0	286	\$ 40,914.00	\$ 400	\$ 960	\$ 2,000	\$ 3,360	\$ 44,274.00
Subtotal	97	4	420	8	529		\$ 600	\$ 960	\$ 2,000	\$ 3,560	
<b>Project Subtotal</b>	<b>\$ 79,005.00</b>						<b>\$ 3,560</b>				<b>\$ 82,565.00</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
3/17/2026

COUNCIL MEETING DATE: March 17, 2026		SUBMITTED BY: Dave Goedeken - 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:

**BPW 260301 Municipal Separate Storm Sewer System (MS4) Annual Reporting**

SYNOPSIS/BACKGROUND:

Benesch will provide professional services to assist the City of Bellevue with National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) annual reporting for the 2025, education, annual seminars, and updates to plans and documents.

FISCAL IMPACT?: \$16,280.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 260301 Municipal Separate Storm Sewer System (MS4) Annual Reporting

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Municipal Separate Storm Sewer System (MS4) Annual Reporting

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the professional services agreement between the City of Bellevue and Alfred Benesch & Company in the amount not to exceed \$ 16,280.00 for the Municipal Separate Storm Sewer System (MS4) annual reporting.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*James Walker*  
*John Stubb*  
*Dave Goedeken*



**CONSULTING SERVICES AGREEMENT**

<b>Client:</b> City of Bellevue, NE	<b>Project Name: ("Project")</b> Bellevue 2026 MS4 Support Services
<b>Address:</b> 1510 Wall St Bellevue, NE	<b>Project Location:</b> 1510 Wall Street Bellevue, NE 68005
<b>Telephone:</b> 402-293-33144	
<b>Client Contact:</b> John Krager, PE	<b>Consultant PM:</b> Erica (Sunny) Mullen, PE
<b>Client Job No.:</b>	<b>Consultant Job No.:</b> 1226-000736.03

This agreement ("Agreement") is made by and between City of Bellevue, NE ("Client") and Alfred Benesch & Company ("Consultant") (singularly, each may be referred to as "Party," and collectively, as "Parties") on effective date ("Effective Date"), for certain professional consulting services requested by Client in connection with the Project as specified herein. Consultant agrees to provide Client with the services ("Services") more specifically described as follows (or shown in Attachment A):

Services Description

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

Attachment A: Scope of Services and Fee Estimate

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all Attachments thereto. Client further agrees to pay Consultant for the Services in accordance with the Method of Payment selected below:

X By Time and Materials not to exceed: \$16,280.00 and invoice using Attachment B – Schedule of Unit Rates.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the Effective Date:

City of Bellevue, NE

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Alfred Benesch & Company

BY: Jeffery A. Sockel  
AUTHORIZED REPRESENTATIVE

PRINT NAME: Jeffery A. Sockel, PE, VMA

TITLE: Sr Vice President - Nebraska Division Manager

DATE: 3/9/2026

BENESCH OFFICE: Bellevue  
ADDRESS: 4530 Maass Road, Suite 240 Bellevue, NE 68133

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



## GENERAL TERMS AND CONDITIONS

### **SECTION 1 – Services by Consultant**

#### **1.1 Scope of Services and Fees**

The Services to be performed by Consultant and the associated fee are set forth on the signature page or in Attachment A, Scope of Services and Fee Estimate, attached hereto, or, if applicable, by using serially numbered Work Authorizations. The Scope of Services and Fee Estimate is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope of Services and Fee Estimate.

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

### **SECTION 2 – Payments to Consultant**

#### **2.1 Method of Payment**

Payment for the Services and direct expenses shall be based on the Method of Payment identified on the signature page to this Agreement or serially numbered Work Authorizations attached hereto and made a part of this Agreement.

#### **2.2 Payment for Consultant's Services**

##### **2.2.1 Payment**

Payment for the Services rendered by Consultant shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, Attachment B, attached hereto.

##### **2.2.2 Chargeable Time**

Chargeable time for the Services is that portion of time devoted by Consultant's personnel to provide the Services. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned Project site, and return to Consultant's office, is chargeable time; or, if more economical for Client, Consultant shall lodge its personnel overnight near the Project site in lieu of traveling back to Consultant's office at the end of each work day.

##### **2.2.3 Overtime Rates**

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar

week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### **2.3 Payment for Direct Expenses**

##### **2.3.1 Payment**

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

##### **2.3.2 Direct Expenses**

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

#### **2.4 Payment Conditions**

**2.4.1** Consultant shall submit monthly invoices for all Services rendered and Direct Expenses under this Agreement and a final invoice upon completion of the Services.

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

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

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

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

### **SECTION 3 - Term of Agreement**

#### **3.1 Term**

The Parties obligations to perform under this Agreement shall extend from the Effective Date set forth on the signature page until terminated by either Party.

#### **3.2 Abandonment of Services**

Client shall have the absolute right to abandon any Services in Attachment A, or any Work Authorization attached hereto, or to change the general scope of the Services at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of Agreement**

##### **3.3.1 Termination for Cause**

Either Party may terminate this Agreement for cause upon written notice to the defaulting Party stating the basis for the termination; provided, however, the defaulting Party shall have seven (7) days to cure the default. The termination will be effective seven (7) days after delivery of the written notice if the basis for the termination has not been cured. In the event of termination by Consultant caused by Client's default, Client shall pay for all Services performed by Consultant prior to the effective date of the termination, including all Project termination expenses, collection fees, and legal expenses. Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment. In the event of termination by Client caused by Consultant's default, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of

the Services as of the date of the termination and provide information and documents developed under the terms of this Agreement to Client. Upon receipt of all other information and documents, Client shall pay Consultant for all Services performed prior to the effective date of the termination.

##### **3.3.2 Termination for Convenience**

Either Party may, in its sole discretion, terminate this Agreement for convenience at any time. In the event of such termination, the terminating Party will promptly notify and confirm the termination in writing to the other Party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment from Client.

#### **3.4 Payment for Services Upon Abandonment or Agreement Termination**

If Client abandons any of the Services in Attachment A or any Work Authorization attached hereto, or terminates this Agreement, Consultant shall be paid on the basis of Services completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the Services completed shall be made in accordance with Section 2.

#### **3.5 Liability for Incomplete Documents**

Neither Consultant nor its subconsultants shall be responsible for any errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

### **SECTION 4 - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the Services provided by Consultant hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under Client's control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting Client's property and the conduct of its employees thereon.

**4.1.3** Consultant understands and agrees that in the performance of the Services and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents and subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible

for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by Consultant's insurance provider that during the time any Services are being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of any insurance coverage shown on such certificate in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name Client as an additional insured on Consultant's commercial general liability insurance policy.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of the Services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Consultant except as otherwise provided

herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional Standard of Care as defined herein to comply with, and shall cause its subconsultants to comply with, applicable and non-conflicting federal, state, and local laws, orders, rules, and regulations in effect at the time the Services are rendered and relating to Consultant's performance of the Services hereunder. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, order, rule, regulation, ordinance, or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to Client and will conform the Services to any orders or instructions issued by Client. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Consultant hereby affirms its support of anti-discrimination and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. Consultant further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex, sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered consultants and subconsultants when making decisions regarding employment of qualified individuals and without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color, or national origin in consideration for an award. Consultant further affirms completion of applicable governmental employer information reports, including

EEO-1 and VETS-100 reports.

**4.4.3** Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a material breach of this Agreement and Client shall have the discretion to unilaterally terminate said Agreement immediately. In the event any Services are sublet, Consultant shall obtain similar certifications from each subconsultant.

**4.4.4** Consultant shall maintain a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for Consultant to perform the Services.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project. Ownership of the instruments of service shall transfer to Client upon Consultant's receipt of payment in full for all Services completed under this Agreement. Notwithstanding the foregoing, all Consultant pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant that existed before the commencement of the Services and which are included in any instruments of service generated by Consultant under this Agreement (collectively, the "Pre-Existing Materials"), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

**4.5.3** Any instruments of service are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Any reuse without written verification or adaptation by

Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any verification or adaptation by Consultant will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

**4.5.4** Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing the Services, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project documents and any health or safety precautions required by such construction work. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Services includes construction observation, Consultant shall keep Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to Client (1) known deviations from the Project documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the construction work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the Project documents.

#### **4.7 Opinions of Costs, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein, as appropriate, are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty, express or implied, that Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction Costs, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the Services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's Services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event this Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that, in Consultant's sole judgment, are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for any additional costs for taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant

any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of the Services, and it is agreed that the quality of the Services shall be judged solely as to whether the Services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes the Services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant, it is determined there is a deficiency that fails to meet the Standard of Care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000, whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether caused by either Party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

##### **5.4.1 Professional Liability**

**Consultant shall indemnify and hold harmless Client, its officers, directors, and employees, from and against all judgments, losses, damages, costs, and expenses (including reasonable**

attorney's fees) (hereinafter collectively referred to as "Liabilities"), to the extent caused by any Negligent Acts, Errors, or Omissions by Consultant or any person or organization for whom Consultant is legally liable in the performance of Professional Services under this Agreement. For purposes of this professional liability indemnification obligation, (a) Professional Services in this subsection 5.4.1 shall mean those services performed by a licensed professional employed by Consultant or any person or organization for whom Consultant is legally liable, and (b) Negligent Acts, Errors, or Omissions shall mean any negligent acts, errors, or omissions in the performance of Professional Services by Consultant or any person or organization for whom Consultant is legally liable that causes Liabilities and fails to meet the Standard of Care.

#### **5.4.2 General Liability**

Consultant shall indemnify, defend, and hold harmless Client, its officers, directors, and employees, from and against all demands, claims, losses, damages, costs, and expenses (including reasonable attorney's fees), due to bodily injury (including death) or property damage to the extent caused by any negligent acts, errors, or omissions by Consultant or any person or organization for whom Consultant is legally liable.

#### **5.4.3 Limitation of Liability**

Consultant's Professional Liability and General Liability indemnification obligations shall be subject to any limitations of liability contained in this Agreement and shall survive any termination of this Agreement.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's Services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

### **SECTION 6 - Miscellaneous Provisions**

#### **6.1 Notices**

Any notice to either Party herein shall be in writing and shall be served either personally or by registered or

certified mail addressed to the signing Party shown on the signature page.

#### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the Parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

#### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

#### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either Party, then the Parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either Party. Unless the Parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other Party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the Parties. Cost of mediation shall be shared equally between the Parties and shall be held in a location mutually agreed upon by the Parties. The Parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the Project is located.

#### **6.6 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the Project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

#### **6.7 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

**Supplemental Condition is incorporated herein when the applicable box is checked.**

### **S.1 Location of Underground Utilities**

It shall be Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

### **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

### **S.3 Disposition of Samples and Equipment**

#### **S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

#### **S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and

disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no

responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

#### **S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

Attachment A: Scope of Services and Fee Estimate

March 9, 2026

Mr. John Krager III, P.E.  
Manager of Engineering Services  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: 2026 NPDES MS4 Permitting Services

Dear Mr. Krager:

Benesch appreciates the opportunity to propose professional services to assist the City of Bellevue (City) with its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) annual reporting for the 2025 reporting year as well as provide support services in the implementation of City's stormwater management program to address Nebraska Department of Water, Energy, and Environment (DWEE) compliance with General Permit NER220000 (sMS4-GP). We propose to provide project management and coordination, document updates, training presentations, and a review of the annual report as requested by the City. It is the understanding that the City will be writing, compiling, and submitting the annual report to the NDEE. Review of the report and updates to program documents will include following the DWEE Title 119 Chapter 10 – NPDES Regulations Applicable to Storm Water Discharges, the Environmental Protection Agency (EPA) rules for Phase II of the NPDES program, and guidance from the Papillion Creek Watershed Partnership (PCWP). We have experienced personnel on staff with the qualifications needed to support the City in any facet of the project.

Benesch proposes to provide the following services:

- Review of the City's preparation of the 2025 Annual Report.
- Provide comments and answer questions in relation to the City's preparation of the 2025 Annual Report.
- Update the City's Facility Runoff Control Plans (FRCP) and Illicit Discharge Detection and Elimination (IDDE) Standard Operating Procedures (SOP) as needed.
- Attend Quarterly Stormwater Management Program Meetings with City Staff.
- Present the annual training with the City staff who will be performing the regular inspections of IDDE maintenance, compliance, and follow up to public complaints of suspected illicit discharges to the City's storm sewer system. During the training, Benesch will explain the process, forms, what to look for in the field, and suggested BMPs. The training will be held in two parts on one day. The first part of the training will be held at the City of Bellevue's office building on Wall Street and then followed by a site visit to one outfall location to step through the process of completing the paperwork and observing the surroundings and features of the stormwater outfall.
- Present the annual MS4 Stormwater Management Training where an overview will be provided of NPDES, stormwater management requirements, and standard MS4 operating procedures and maintenance for City of Bellevue Department Staff. The training will be held at the City of Bellevue's office building on Wall Street.

All services provided will be determined and performed solely at the discretion and direction of the City.

Based on anticipated services from previous discussions with City staff as outlined above, we estimate these services will require up to 80 hours during the 2026 calendar year. We propose to provide these services for a Not-to-Exceed fee of **\$16,280.00**. The labor provided under this proposal shall be compensated based upon actual direct labor costs plus overhead and 12% profit. Direct expenses, including subconsultant costs, shall be reimbursed at cost or established industry standard rates (e.g., IRS rate for mileage). It is mutually agreed, the total scope of services is limited to those services requested that may be performed within the budget estimated below unless additional fee is authorized. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

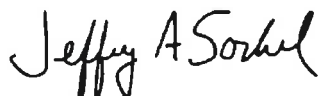
The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized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

This scope of work does not include the following work items, but the additional services for these items may be desired and requested at a later time under a supplemental agreement:

- Identifying and GPS locating outfalls and updating storm sewer outfall maps (all or phased over a couple years).
- Performing regular storm sewer outfall inspections (all or phased over a couple years).
- Writing the 2025 Annual Report and report attachments.
- Performing IDDE outfall inspections.
- Performing FRCP facility inspections.
- Attending PCWP meetings during the year.

If this proposed agreement is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,



Jeffery A. Sockel, P.E.

Senior Vice President/Omaha Division Manager

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
3/17/2026

COUNCIL MEETING DATE: March 17, 2026		SUBMITTED BY: David Goedeken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape - Acquisition of Temporary Easements

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the Mission Ave Reconstruction & Streetscape Project. This group of Acquisitions are for the following TRACTS: 17&18 and 28 in the amount of \$1,280.00. The complete documentation for each TRACT is available upon request.

FISCAL IMPACT: \$1,280.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape

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

CIP PROJECT NAME: M146(338B) Mission Ave Reconstruction & Streetscape CIP PROJECT NUMBER: ST26(04)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend the City Council review and recommend the Mayor to approve the Acquisition of Temporary Easements for the Mission Ave Reconstruction & Streetscape for TRACTS: 17&18 and 28 in the amount of \$1,280.00

ATTACHMENTS:

1. MWROW Cover Letter	2. Statement of Just Compensation	3. Temporary Easements
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*David Goedeken*  
*David Goedeken*  
*David Goedeken*

\*REVISED 1/2024



February 17, 2026

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Mission Avenue Improvements  
Project # M146 (388B)  
Tract #17 & 18

Dear Mr. Krager:

Enclosed are two (2) executed copies of the Temporary Easement for Tract 17 & 18, Dean J. and Martha L. Jungers. The authorized representative of the City of Bellevue will need to sign both copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

**Please send an original executed Temporary Easement Contract and a check in amount of \$1,730.00 made payable to:**

**Dean J. Jungers and Martha L. Jungers  
902 Brenton Avenue  
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Chris Wayne  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: M146 (388B)  
Tract No.: 17 & 18

**STATEMENT OF JUST COMPENSATION**


The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Dean J. Jungers and Martha L. Jungers**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 1,229 (381 + 848) SF x \$7.00/SF x 10% x 2 Years	\$ <u>1,730.00</u> ®
	\$ _____
<b>Total Amount Offered</b>	<b>\$ <u>1,730.00</u></b>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 26<sup>th</sup> day of September, 2025, and the total amount of this offer is **\$1,730.00**.

Sincerely,  
  
Chris Wayne  
Right of Way Agent

**TEMPORARY CONSTRUCTION EASEMENT**

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements  
PROJECT # MI46 (388B) TRACT: 17 & 18

**KNOW ALL MEN BY THESE PRESENTS:**

That **DEAN J. JUNGERS and MARTHA L. JUNGERS, husband and wife**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **ONE THOUSAND, SEVEN HUNDRED THIRTY and NO/100 DOLLARS. (\$1,730.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

**SEE ATTACHED TEMPORARY EASEMENT EXHIBIT**

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

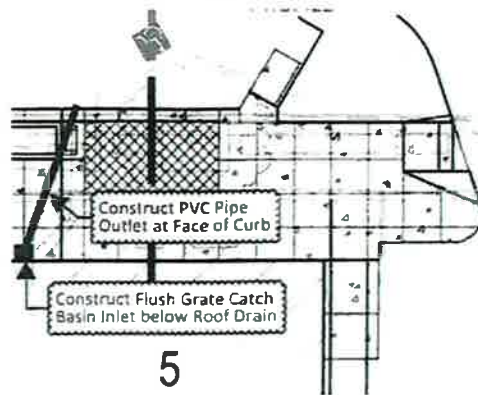
- 7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
- 8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

REMARKS

Tract 18: The sign pole and sign located near the northeast corner of the parcel are to be undisturbed and undamaged by construction for the project.

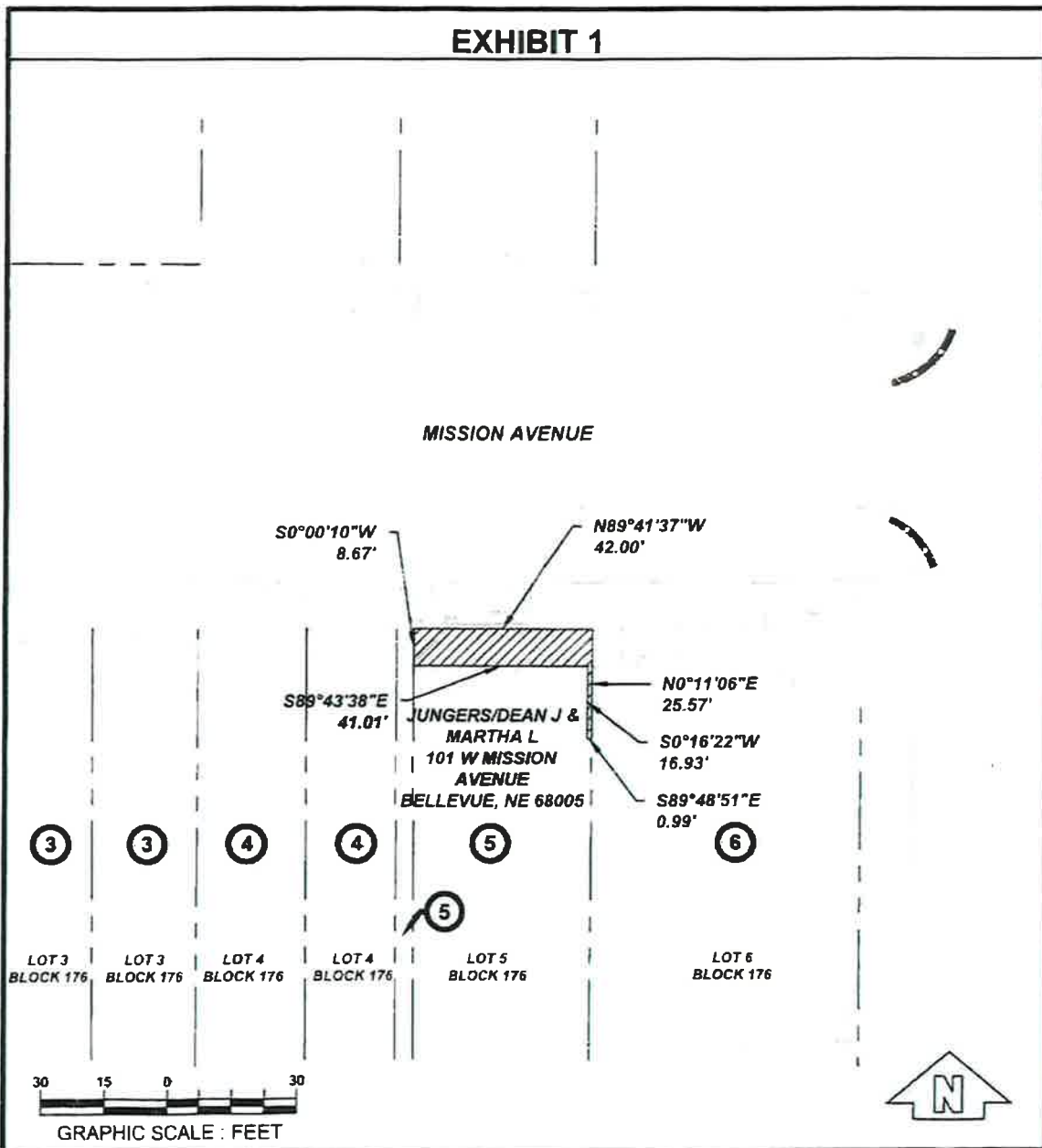
Tract 17: A stormwater drainage system will be constructed in the public right of way as part of the project to direct stormwater from the building's rooftop drain. The drainage system will direct stormwater away from the building in the following manner: a grated catch basin will be installed under the building drain open to the inlet of a discharge pipe that will be installed under the sidewalk, and which will outlet at the face of the curb, approximately, as illustrated in Figure 1. below. The discharge pipe alignment will be adjusted in the field, as needed, to slope out to the curb and to avoid any utilities in the area.

Figure 1



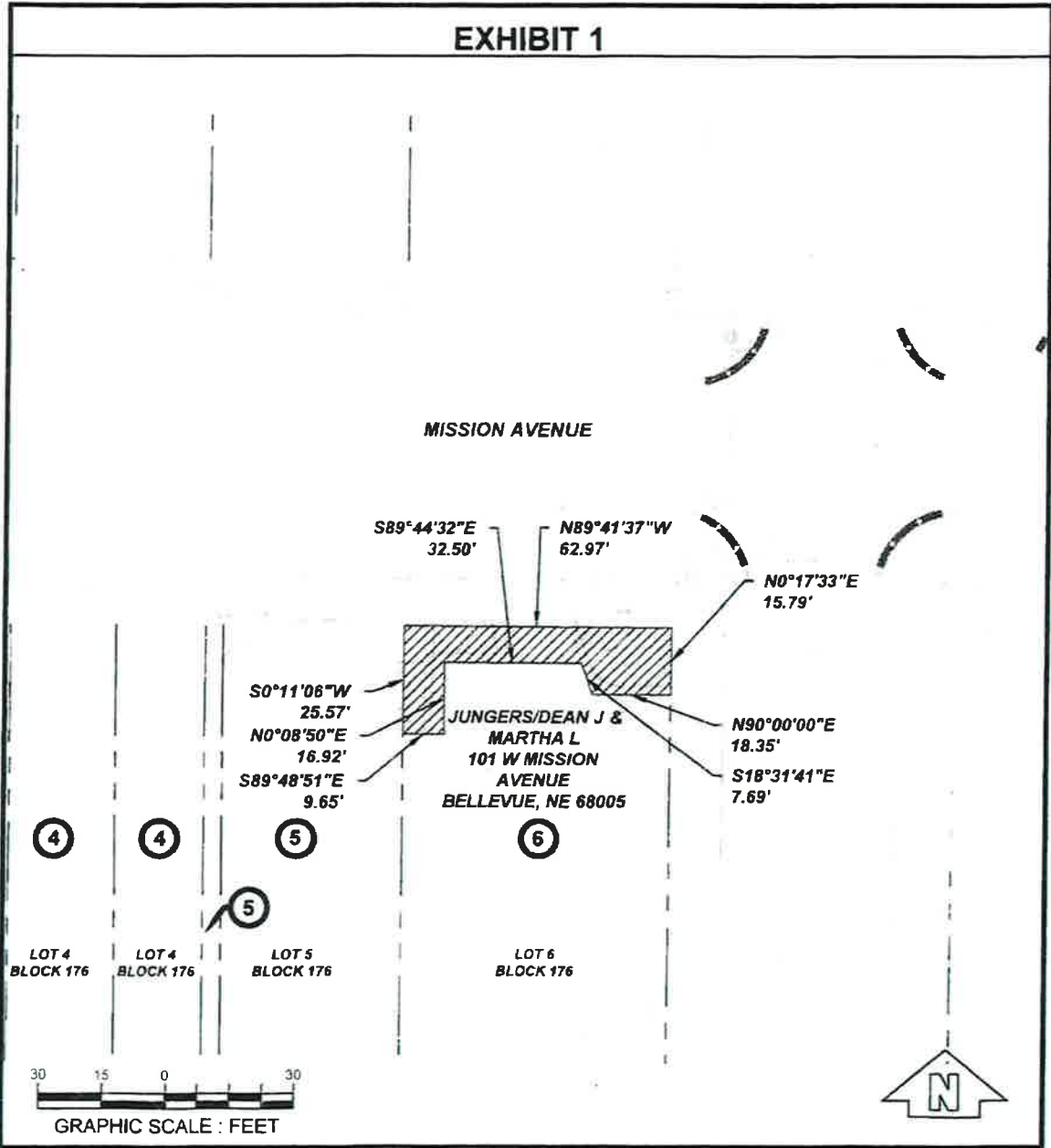
*[SIGNATURE PAGE TO FOLLOW]*






<b>CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT</b>			
Owner(s): Dean J & Martha L Jungers		TEMPORARY EASEMENT:	381 S.F.
Parcel Address: 101 W Mission Avenue Bellevue, NE 68005	Project No. M146 (388B)		
Project Name: Mission Avenue Improvements			
Tract No.: 17	Date Prepared: 03/04/2025	Revision Date(s):	Page 2 of 2

# EXHIBIT 1



## CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Dean J & Martha L Jungers	 TEMPORARY EASEMENT: 848 S.F.
Parcel Address: 101 W Mission Avenue Bellevue, NE 68005	Project No. M146 (388B)
Project Name: Mission Avenue Improvements	
Tract No.: 18	Date Prepared: 03/04/2025
Revision Date(s):	Page 2 of 2

**TRACT 17&18**



February 18, 2026

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Mission Avenue Improvements  
Project # M146 (388B)  
Tract #28

Dear Mr. Krager:

Enclosed is an executed copy of the Temporary Easement Contract for Tract 28, Beko, LLC. The authorized representative of the City of Bellevue will need to sign the contract. The signed original is to be kept by the City of Bellevue and placed in the completed file. The copy of the Temporary Easement Contract should be sent with payment to the property owner. Beko, LLC has not provided a W-9. We will forward it to you when we receive it.

**Please send a copy of the executed Temporary Easement Contract and a check in amount of \$640.00 made payable to:**

**Beko, LLC  
PO Box 368  
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Caleb Schescke  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: M146 (388B)  
Tract No.: 28

**STATEMENT OF JUST COMPENSATION**

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Beko, LLC**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 456 SF x \$7.00/SF x 10% x 2 Years	\$	<u>640.00</u> ®
	\$	<u>          </u>
<b>Total Amount Offered</b>	\$	<u>640.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 30 day of SEPTEMBER, 2025, and the total amount of this offer is **\$640.00**.

Sincerely,



Denny Bliss  
Right of Way Agent

**TEMPORARY CONSTRUCTION EASEMENT**

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements  
PROJECT # M146 (388B) TRACT: 28

**KNOW ALL MEN BY THESE PRESENTS:**

That **BEKO, LLC, a Wyoming Close Limited Liability Company**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **SIX HUNDRED FORTY and NO/100 DOLLARS, (\$640.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

**SEE ATTACHED TEMPORARY EASEMENT EXHIBIT**

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

***[SIGNATURE PAGE TO FOLLOW]***

EXECUTED by the Owner this 5 day of FEBRUARY, 2026

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

OWNER: BEKO, LLC

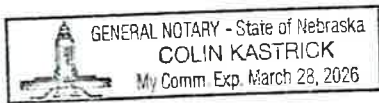
Sandra Y. Beard  
By Managing Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

Dated this 5 day of FEBRUARY, 2026, before me, a General Notary Public duly commissioned and qualified, came SANDRA BEARD MORE

Managing Member of Beko, LLC, a Wyoming Close Limited Liability Company, to me personally known to be the respective officer of said Limited Liability Company 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 such officer and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year above written  
(SEAL)



[Signature]  
NOTARY PUBLIC

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: \_\_\_\_\_

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

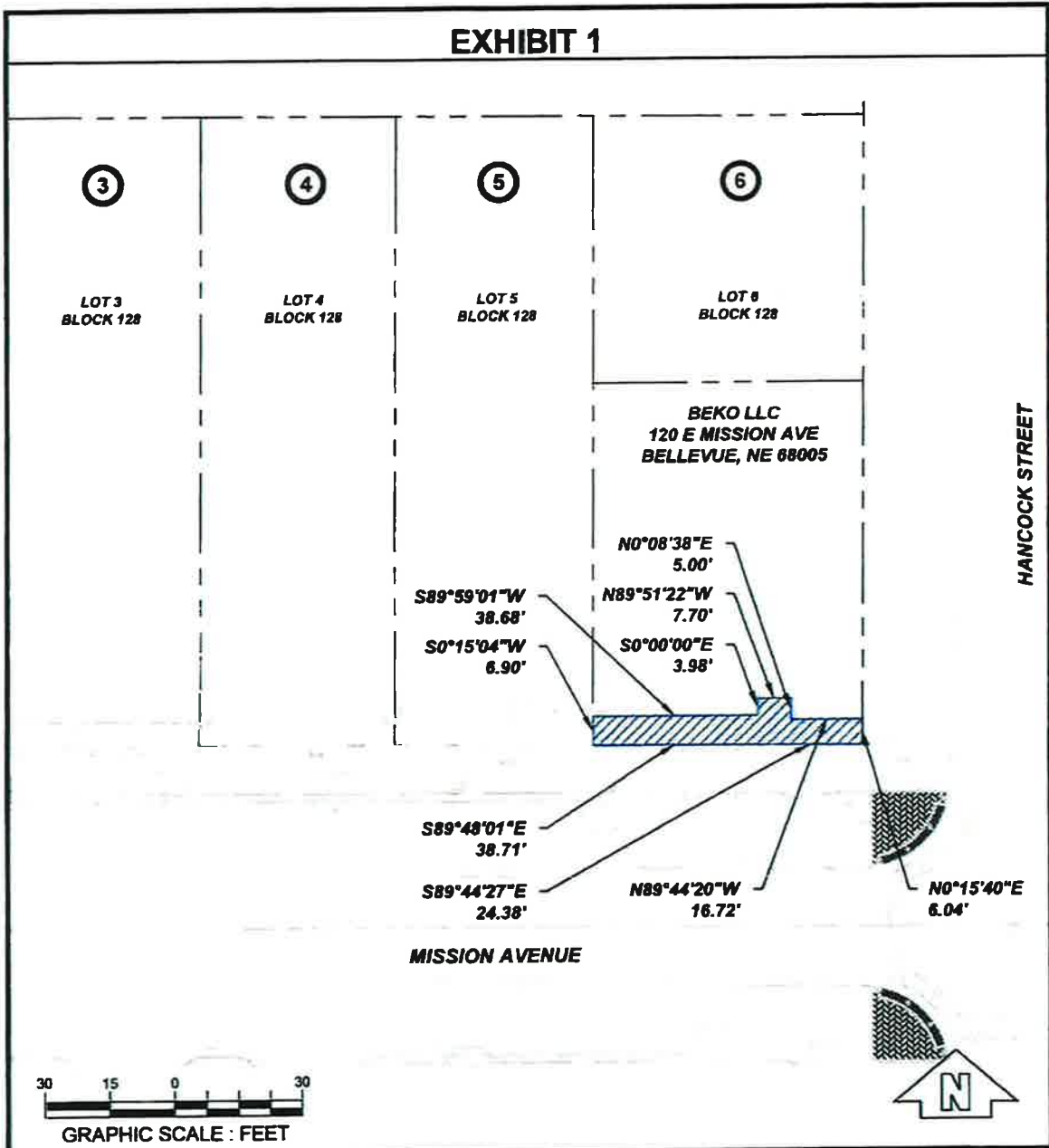
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.


WITNESS my hand and Notarial Seal the day and year last above written.  
(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

# EXHIBIT 1



## CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Beko LLC Parcel: 120 E Mission Ave Address: Bellevue, NE 68005	 TEMPORARY EASEMENT: <u>456</u> S.F.
	Project No. M146 (368B) Project Name: Mission Avenue Improvements
Tract No.: <u>28</u> Date Prepared: <u>04/02/2025</u>	Revision Date(s): _____      Page 2 of 2

**TRACT 28**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16i.  
3/17/2026

COUNCIL MEETING DATE: March 17, 2026		SUBMITTED BY: David Goedecken	
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:

Resolution to execute the Agreement for Collection of Sewer Rates Between the City of Bellevue and Metropolitan Utilities District of Omaha (MUD).

SYNOPSIS/BACKGROUND:

The existing agreement for sewer rate collection with MUD was executed on August 27, 1973 and has not been amended. MUD has requested the Agreement be revised.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Agreement for Collection of Sewer Rates Between City of Bellevue and Metropolitan Utilities District of Omaha

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 DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Agreement for Collection of Sewer Rates Between the City of Bellevue and Metropolitan Utilities District of Omaha.

ATTACHMENTS:

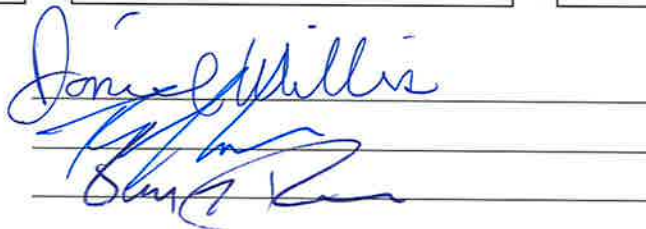
1. Agreement for Collection of Sewer Rates Between the City of Bellevue and MUD
2.
3.
4. Letter from MUD dated Sept.11, 2025
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**AGREEMENT FOR COLLECTION OF SEWER RATES  
BETWEEN CITY OF Bellevue AND  
METROPOLITAN UTILITIES DISTRICT OF OMAHA**

Metropolitan Utilities District of Omaha ("District") and the City of Bellevue ("City") hereby enter into this AGREEMENT FOR COLLECTION OF SEWER RATES BETWEEN CITY OF Bellevue AND METROPOLITAN UTILITIES DISTRICT OF OMAHA ("Agreement") (The District and the City each may be referred to as a "Party" and may be referred to collectively as the "Parties").

**RECITALS**

- i. District is a municipal corporation and political subdivision of the State of Nebraska established and governed by Nebraska law to provide natural gas and potable water services to the City of Omaha and surrounding communities.
- ii. City, a city of the First Class, is a municipal corporation of the State of Nebraska that owns and operates a sewer collection system.
- iii. Neb. Rev. Stat. § 14-2129 authorizes City to enter into a contract with the District to obtain the use of the facilities and services of the District to collect all or any part of the sewer use or rental fee for which City may lawfully be entitled to charge and collect.
- iv. City has established a sewer rate in a duly enacted ordinance ("Sewer Rate"). A copy of the duly enacted ordinance establishing the Sewer Rate has been provided to the District.
- v. City desires to enter into a contract whereby the District will collect Sewer Fees (as that term is defined in Section 1, below) from District customers connected to City's sewer system (each a "Customer" and, collectively, "Customers") in exchange for reimbursement of the District's costs by the City.
- vi. The District is willing to collect and remit the balance of the Sewer Fees to the City after deducting the District's costs under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

**AGREEMENT**

1. **Sewer Fee.** A Customer's Sewer Fee is the fee the Customer must pay for sewer service from the City. The amount of a Customer's Sewer Fee shall be determined by Customer Type as follows:

- a. Residential Customers. For the months of November through February, by multiplying the Sewer Rate by Actual Water Usage. For the months of March through October, by multiplying the Sewer Rate by the lesser of Actual Water Usage or the average of the Customer's Actual Water Usage during the four-month period from November through February. These time periods are based on the billing schedule set by the District.
  - b. Commercial Customers. By multiplying the Sewer Rate by Actual Water Usage.
  - c. Industrial Customers. By multiplying the Sewer Rate by Actual Water Usage.
2. **Actual Water Usage.** A Customer's Actual Water Usage shall be calculated "per CCF" as determined by the Customer's water meter.
  3. **Customer Types.** For purposes of this Agreement, the following are the definitions of Customer Types:
    - a. Residential. A sewer service user with a single-family dwelling unit used exclusively as a place of abode and served by a separate water meter or any sewer service user classified by the Metropolitan Utilities District as a residential customer. For the avoidance of doubt, an apartment building with four (4) or fewer units is a Residential Customer Type.
    - b. Commercial. A sewer service user engaged in manufacturing, fabricating, processing, selling, warehousing, or distributing a commodity or engaged in business, economic, or professional activities or has a single water meter serving two or more dwelling units, or who is classified by the Metropolitan Utilities District as a general commercial customer. For the avoidance of doubt, an apartment building with five (5) or more units is a Commercial Customer Type.
    - c. Industrial. A sewer service user engaged in manufacturing, fabricating, or processing activities or who is classified by the Metropolitan Utilities District as a general industrial customer.

4. **District Obligations.** The District will:
- a. Collect Sewer Fees (as that term is defined in Section 1, above) from the Customers in accordance with the billing and collection provisions of subsections 1) through 8) below (the “Services”). Provided the District complies with such subsections, the District has sole discretion over the billing and collection methods it may use to perform the Services.
    - 1) **General.** The District will bill Sewer Fees by printing additional lines on the District’s monthly water and/or gas bill. In certain cases, billing to Customers will be delayed for a month or two until billing information is available.
    - 2) **Final Bills.** In calculating final bills, the Customer will be charged a prorated daily rate if the bill is less than 25 days or more than 40 days. If the bill is between 25 and 40 days the customer will be charged the full rate.
    - 3) **No Discount, Late Payment Charge.** No discount or late payment charge will be applied to Sewer Fees.
    - 4) **Request for New Water Meter.** When District receives a request for a new residential water meter set in an area that is served by City’s sewer system, that Customer will be coded as a sewer user and billed for the applicable charges.
    - 5) **Allocation of Partial Payments.** Any payment received that is applicable to delinquent gas, water, and/or sewer charges carried in the District’s delinquent account section but which is insufficient to pay all of the charges will be allocated to the unpaid gas, water, and/or sewer balances for that Customer in the same ratio as the payment bears to the total of unpaid gas, water, and sewer charges for that Customer. It is the intent to give each utility its prorata share of any partial cash payments received.

- 6) Collection Methods. The District will attempt to collect Sewer Fees by applying the same collection procedures now pursued in respect to the District's water customers
  - 7) Delinquent Receivables. The District will transfer all delinquent receivables for terminated Customers from its active billing file to its delinquent account section when they are 120 days or more past due in accordance with cycle billing procedures. When collection is made on a delinquent account showing an unpaid Sewer Fee, a proportionate share of that collection will be credited to Sewer Fee accounts
  - 8) No Deposit. No customer deposit will be required by District to protect collection of Sewer Fees.
- b. Provide notice to the City of any material change to the District's billing or collection methods 30 days in advance of any such change.
  - c. Provide a summary of the District's billing and collection methods to the City upon the City's request.
  - d. Deduct and retain the District's actual costs to perform the Services ("Administrative Fee") from Sewer Fees collected and, after deducting the Administrative Fee, remit the balance of Sewer Fees collected to the City.
  - e. Provide a monthly revenue report to the City supporting the remittance of the balance of Sewer Fees showing the following for each Customer: service address, contract account number, move-in date, meter reading date, and sewer consumption and charges. The report will also show service address and account number for each District water customer in City not being billed for Sewer Fees.
  - f. Provide statements to the City supporting additions or subtractions to Sewer Fee collections that result from final bills, credit memos, adjusted bills, and collections of delinquent accounts.
  - g. Increase the Administrative Fee on January 1 every year by the lesser of the year-over-year increase in the Consumer Price Index as of September

30 of the year prior, as reported by the U.S. Bureau of Labor Statistics, or 3%.

- h. Evaluate the amount of the Administrative Fee every five years to determine whether it covers the District's actual costs to perform the Services. After performing each such evaluation, the District will adjust the Administrative Fee for future Services in accordance with the results of the evaluation. The District will provide the results of each evaluation to the City.
- i. Provide customer support to the Customers in the form of phone or multimedia support. However, the District will refer to the City all Customer questions regarding (i) how the Sewer Rate is derived by the City, (ii) whether Customer qualifies for an exemption from a Sewer Fee, (iii) whether Customer qualifies for a credit on their Sewer Fee, and (iv) any other question that District is unable to answer. The City shall provide support to answer questions referred by the District.
- j. Make its records relating to its performance of this Agreement (e.g., Sewer Fee billing and collection records; records relating to remitting the balance of Sewer Fees, etc.) reasonably available for audit by the City or the City's authorized representative upon suitable arrangements for such audit being made between the Parties. Audits by the City shall not occur more frequently than every other year.
- k. Collect, report, and pay sales tax on Sewer Fees to the State of Nebraska.

5. **City Obligations.** The City will:

- a. Provide to the District an initial list showing name and address of each Customer to be billed under this Agreement, if the District does not already possess such a list.
- b. Provide a true and accurate copy of the duly adopted City ordinance setting forth the Sewer Rate for each Customer Type (or any change in the Sewer Rate to be applied to each Customer Type), with the understanding that the District's performance of the Services will not reflect any change in a Sewer

Rate until 90 days after the District receives from the City a copy of the duly adopted City ordinance reflecting the same.

- c. Reimburse the District for the District's Administrative Fee. The City hereby authorizes the District to deduct and retain the Administrative Fee from the Sewer Fees collected by the District, as set forth in Section 1.e., above.
- d. Defend and indemnify the District, at the City's sole expense, against any claim or lawsuit brought against the District or any District employee on and after the Effective Date relating to any City ordinance approving, authorizing, or otherwise relating to this Agreement or relating to the District's performance of Services under this Agreement, except to the extent arising solely from the District's negligence.
- e. Indemnify the District and hold the District harmless against any claims or lawsuits for damage to persons or property, together with any costs or expenses incurred in connection therewith, arising out of relating to the District's performance of the Services.
- f. Notify the District promptly of all new sewer connections in area served by District.

- 6. **Effective Date.** The Effective Date of this Agreement is January 1, 2026.
- 7. **Term.** This Agreement shall have an Initial Term of five (5) years from the Effective Date, and shall continue thereafter from year to year (each, an "Extra Term") subject to the right of either Party to terminate this Agreement upon written notice to the other Party at least twelve (12) months prior to the end of the then-current Extra Term. The Initial Term and Extra Term(s) shall together constitute the "Term".
- 8. **Disputes.** The Parties will work together in good faith to resolve disputes relating to this Agreement, including by presenting disputes to each other in a reasonably timely manner. If the Parties are unable to resolve the dispute after working in good faith, either Party may file suit in an appropriate Nebraska court.

9. **Submeters.** No Sewer Fee will be assessed, or collected, directly against sewer users using water through submeters. The owner of the master meter will be the only Customer billed for a Sewer Fee.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the respective parties hereto have executed this agreement at Omaha, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and attests that it is duly authorized so to do.

CITY OF \_\_\_\_\_, a Municipal Corporation

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

METROPOLITAN UTILITIES DISTRICT OF OMAHA

By: \_\_\_\_\_

Witness:

\_\_\_\_\_

# METROPOLITAN UTILITIES DISTRICT

September 11, 2025

Greetings,

Metropolitan Utilities District (M.U.D.) provides billing services for sewer and/or trash for your city. We value our partnership and strive to ensure accurate and timely billing to our shared customers. To ensure accuracy in our fees, a review of our cost of service to provide billing services was conducted in August 2025. M.U.D.'s cost of service study is conducted every five years with the last change in the fee occurring in 2015. As a result, the administrative fees collected for providing these billing services will be adjusted effective January 1, 2026. The new fees are as follows:

	<u>Current</u>	<u>January 1, 2026</u>
Sewer	\$1.8452	\$2.5804
Trash	\$1.4335	\$2.0047

In addition to these fee changes, a review of the agreement between M.U.D. and your city was performed. Currently we are revising the written agreements for all cities we provide billing services. The planned effective date is January 1, 2026. We will share the agreement with you soon for your review.

We appreciate our partnership and look forward to the continued collaboration. Please email me directly with any questions.

Best Regards,



Stephanie Mueller  
Vice President, Customer Experience  
[stephanie\\_mueller@mudnebr.com](mailto:stephanie_mueller@mudnebr.com)  
402-504-0803

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*16j.  
3/17/2026

COUNCIL MEETING DATE: 03/17/2026		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

HBA Change Order for Martin Aquatics Mattel Design Changes

SYNOPSIS/BACKGROUND:

This item pertains to a change order to authorize payment to Holland Basham Architects for cost incurred by their subcontractor Martin Aquatics in design changes for the upcoming Mattel Water Park Revision.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Staff Recommends Approval of this Item

ATTACHMENTS:

- |   |                         |                         |
|---|-------------------------|-------------------------|
| 1. <input type="text" value="HBA CO #1"/> | 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:



City of Bellevue  
Harrison Johnson  
1510 Wall Street  
Bellevue, NE 68005

Invoice number 9155  
Date 01/31/2026  
Project **24053 Waterpark - Bellevue, NE**

Professional Services through January 31,2026

Description	Contract Amount	Percent Complete	Prior Billed	Current Billed
SCHEMATIC DESIGN	2,266,290.00	100.00	2,266,290.00	0.00
DESIGN DEVELOPMENT	348,660.00	100.00	348,660.00	0.00
CONSTRUCTION DOCUMENTS	348,660.00	100.00	348,660.00	0.00
BIDDING	174,330.00	100.00	174,330.00	0.00
CONSTRUCTION ADMIN	<del>\$348,600.00</del> <del>347,178.60</del>	40.17	122,031.00	17,433.00
AS01 REIMBURSABLES MARTIN AQUATIC	38,590.00	100.00	38,590.00	0.00
AS 02 FOOTING & FOUNDATIONS	62,000.00	100.00	62,000.00	0.00
AS03 CORDIA REWORK	21,200.00	100.00	21,200.00	0.00
AS04 OPEN AIRE PHASE 2 FOUNDATION	27,000.00	100.00	27,000.00	0.00
AS05 RENDERINGS	10,800.00	100.00	10,800.00	0.00
AS06 BELLEVUE BAY - ICSC	3,022.91	100.00	3,022.91	0.00
AS07 BELLEVUE BAY - ACROM/MURRAY ESTIMATE	50,000.00	14.33	5,595.00	1,568.00
AS08 MATTEL CONVERSION	<del>\$804,225.00</del> <del>724,225.00</del>	17.84	0.00	129,225.00
AS09 GRID D WALL CONVERT TO CMU	7,500.00	100.00	0.00	7,500.00
INCENTIVE - DESIGN TEAM PROGRESS PACKAGE	<del>\$50,000.00</del> <del>25,000.00</del>	100.00	<del>25,000.00</del>	0.00
<b>Total</b>	<del>4,454,456.51</del>	81.02	<del>3,453,179.01</del>	155,726.00
	<b>\$4,860,937.91</b>		<b>\$3,478,178.91</b>	
			Invoice total	<b>155,726.00</b>

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
9074	12/31/2025	57,894.00		57,894.00			
9155	01/31/2026	155,726.00	155,726.00				
	Total	213,620.00	155,726.00	57,894.00	0.00	0.00	0.00

Thank you

Description	Contract Amount	% Complete	Prior Billed	Prior Paid
<b>Base Contract Services</b>				
Schematic Design	\$ 2,266,290.00	100.00%	\$ 2,266,290.00	\$ 2,266,290.00
Design Development	\$ 348,660.00	100.00%	\$ 348,660.00	\$ 348,660.00
Construction Documents	\$ 348,660.00	100.00%	\$ 348,660.00	\$ 348,660.00
Bidding	\$ 174,330.00	100.00%	\$ 174,330.00	\$ 174,330.00
Construction Administration	\$ 348,660.00	40.17%	\$ 139,464.00	\$ 122,031.00
SUBTOTAL	\$ 3,486,600.00		\$ 3,277,404.00	\$ 3,259,971.00
Incentive - early packages	\$ 50,000.00	100.00%	\$ 50,000.00	\$ 50,000.00
SUBTOTAL	\$ 3,536,600.00		\$ 3,327,404.00	\$ 3,309,971.00
<b>Additional Services</b>				
AS01 - Martin Aquatic Reimbursables	\$ 38,590.00	100.00%	\$ 38,590.00	\$ 38,590.00
AS02 - Footing & Foundations	\$ 62,000.00	100.00%	\$ 62,000.00	\$ 62,000.00
AS03 - Cordia Rework	\$ 21,200.00	100.00%	\$ 21,200.00	\$ 21,200.00
AS04 - Open Aire Phase 2 Foundation Design	\$ 27,000.00	100.00%	\$ 27,000.00	\$ 27,000.00
AS05 - Renderings	\$ 10,800.00	100.00%	\$ 10,800.00	\$ 10,800.00
AS06 - Bellevue Bay - ICSC conference	\$ 3,022.91	100.00%	\$ 3,022.91	\$ 3,022.91
AS07 - ARCO/Murray conversion	\$ 50,000.00	14.33%	\$ 5,595.00	\$ 5,595.00
AS08 - Mattel Conversion - Martin Aquatic	\$ 804,225.00	17.84%	\$ 129,225.00	
AS09 - Grid D wall convert to CMU	\$ 7,500.00	100.00%	\$ 7,500.00	
SUBTOTAL	\$ 1,024,337.91		\$ 304,932.91	\$ 168,207.91
AS10 - Mattel Conversion - Arch/Engineering	\$ 300,000.00	0.00%	\$ -	\$ -
<b>UPDATED CONTRACT TOTAL</b>	<b>\$ 4,860,937.91</b>		<b>\$ 3,632,336.91</b>	<b>\$ 3,478,178.91</b>

- ORIGINAL CONTRACT AMOUNTS
- MULTIPLE EARLY PACKAGES TO IMPROVE SCHEDULE
- ADDITIONAL SERVICES PREVIOUSLY DISCUSSED
- ADDITIONAL SERVICES ANTICIPATED  
 - WE DISCUSSED MAKING THIS A NOT TO EXCEED NUMBER

**Change Order**

Project Name: Bellevue Bay Waterpark  
Project Address: 15575 Bayfront Blvd., Bellevue, NE 68005  
Project Number: 24053  
Owner: City of Bellevue  
Contractor: ARCO/Murray  
Change Order #: 01  
Date: March 2, 2026  
Contract Date: May 10, 2024  
By: Mike Eckmann, Holland Basham Architects  
Initiated By:  Owner       Contractor       Architect

---

The Contract is changed as follows:

The original Contract Sum was:	\$ 3,486,600.00
The net change by previously authorized Change Orders:	\$ 0
The Contract Sum prior to this Change Order was:	\$ 3,486,600.00
The Contract Sum will be increased by the Change Order in the amount of:	\$ 1,374,337.91
The new Contract Sum including this Change Order, will be:	\$ 4,860,937.91

*NOTE: This Change Order does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case the Change Order is executed to supersede the Construction Change Directive.*

---

NOT VALID UNTIL SIGNED BY THE ARCHITECT AND OWNER.

**Holland Basham Architects**  
Architect

119 South 49<sup>th</sup> Avenue  
Omaha, NE 68132  
Address

Signature

Mike Eckmann  
(Print Name)

3/2/2026  
Date

**City of Bellevue**  
Owner

1500 Wall Street  
Bellevue, NE 68005  
Address

Signature

(Print Name)

Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*16k  
3/17/2026

COUNCIL MEETING DATE: 0313/2026		SUBMITTED BY: Harrison Johnson & 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:  
MUD Gas Main Extension Agreement Phase I for the Bellevue Bay Entertainment District

SYNOPSIS/BACKGROUND:  
This item pertains to Metropolitan Utilities District extension of natural gas mainlines to provide service to the Entertainment District. The vast majority of the cost is paid for by MUD unless the City were to fail to hook into their service within three years of this agreement.

FISCAL IMPACT: \$588,080 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: MUD Gas Main Extension Agreement

CONTRACT EFFECTIVE DATE: 03/18/2026 CONTRACT TERM: Indefinite CONTRACT END DATE: indefinite

PROJECT NAME: Bellevue Bay Entertainment District

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:  
Staff recommends approval

- ATTACHMENTS:
- 1. MUD Agreement
  - 2. Exhibit A
  - 3.
  - 4.
  - 5.
  - 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

# GAS MAIN EXTENSION AGREEMENT

District Group No. GP2956

District Job No. 100060001558 100076004040 100076004275

This Agreement is entered into on \_\_\_\_\_, between METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District"), and City of Bellevue, ("Applicant"). In consideration of the mutual promises stated in this Agreement, the District and Applicant agree as follows:

1. The District shall install gas mains at the District's expense as soon as is reasonably possible,

**100060001558:** Install 6,480'+/- of 8" & 500'+/- 4" 60lb. plastic gas main in Hidden Valley Dr. to serve 15575 Bayfront Blvd. - Bellevue Bay Waterpark.

**100076004040:** Install 315'+/- of 6" 60lb. plastic gas service for the main building at 15575 Bayfront Blvd.

**100076004275:** Install 80'+/- of 1" 60lb. plastic gas service for the wave pool building at 15575 Bayfront Blvd.

as shown on the attached plat, if any, marked Exhibit "A" together with such appurtenances as the District may deem necessary ("main" or "mains").

2. The Applicant shall use the District as its exclusive natural gas distributor and shall connect a gas load of at least 37,613,900 BTU/HOUR to the District's main. If the Applicant does not connect the load within three (3) years after completion of the main installation, the Applicant shall reimburse the District for the cost of design and installation of the main. The District may grant an extension of time. The estimated cost of installation of the main is \$588,080.

3. If the Applicant elects to transport all or a part of the Applicant's system requirements within three (3) years of date of this Agreement, stranded pipeline/supply costs, as described in the District's current Schedule FT or other equivalent schedules, shall not be assessed against the Applicant no matter what type, quality or level of service the Applicant obtains or previously obtained from the District. If, for the first time, the Applicant elects to transport all or a part of the Applicant's system requirements after the three (3) year period, the Applicant shall pay the District's stranded pipeline/supply costs. If the Applicant installs a service pipeline directly to an interstate pipeline or to another distribution company's pipeline to provide gas service to the Applicant's property and obtains part or all of its gas supply from that source, the Applicant shall pay to the District its potentially unrecoverable cost for the main installation based on the following formula:

(Cost of installation ÷ 10) x (10 minus the number of years the Applicant was served exclusively by the District's main) x the percentage of average daily contract requirements obtained through the non-District source.

This amount shall be recomputed annually to reflect changes in the percentage of daily contract requirements.

4. This Agreement, and any gas supplied in connection with it, is subject to all applicable curtailment orders, statutes and rules and regulations pertaining to the use of gas.

5. The main shall be the property of and under the control of the District.

6. Installation of the main is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or otherwise fails to perform under it, the Applicant shall pay the District's design costs and all other expenses incurred.

7. The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may damage or remove erosion control measures if the District determines that the measures interfere with the installation, repair or maintenance of the main. The Applicant shall repair or replace erosion control measures in the areas in which the District has completed the main installation. The District shall not be responsible for damage to erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such removal or damage.

8. This Agreement is subject to the receipt of necessary permits and easements for the main installation.

9. If the main installation is delayed due to severe cold weather or when there is more than eight inches (8") of frost in the ground, the District shall not be required to work on the main installation without reviewing the Applicant's available Revenue Credit or the Applicant's payment of additional compensation.

10. Prior to the main installation, the Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for the main installation. If the Applicant does so, the District may remove any landscaping necessary for installation of the mains. The Applicant shall pay for the District's additional costs of the main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials including, but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

11. PAVING If, within five (5) years from the date the mains are placed into service, the District deems it necessary to relocate, raise or lower the grade of all or part of the main resulting from the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the cost of relocating, raising or lowering of the main.

**METROPOLITAN UTILITIES DISTRICT  
OF OMAHA:**

**By:** \_\_\_\_\_  
Senior Vice President, Operations

**Date:** \_\_\_\_\_

**APPLICANT:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
Senior Vice President, General Counsel



**CAUTION!!! LEGEND**

- 1. UNPLANNED EXCAVATION
- 2. UNPLANNED EXCAVATION
- 3. UNPLANNED EXCAVATION
- 4. UNPLANNED EXCAVATION
- 5. UNPLANNED EXCAVATION
- 6. UNPLANNED EXCAVATION
- 7. UNPLANNED EXCAVATION
- 8. UNPLANNED EXCAVATION
- 9. UNPLANNED EXCAVATION
- 10. UNPLANNED EXCAVATION
- 11. UNPLANNED EXCAVATION
- 12. UNPLANNED EXCAVATION
- 13. UNPLANNED EXCAVATION
- 14. UNPLANNED EXCAVATION
- 15. UNPLANNED EXCAVATION
- 16. UNPLANNED EXCAVATION
- 17. UNPLANNED EXCAVATION
- 18. UNPLANNED EXCAVATION
- 19. UNPLANNED EXCAVATION
- 20. UNPLANNED EXCAVATION
- 21. UNPLANNED EXCAVATION
- 22. UNPLANNED EXCAVATION
- 23. UNPLANNED EXCAVATION
- 24. UNPLANNED EXCAVATION
- 25. UNPLANNED EXCAVATION
- 26. UNPLANNED EXCAVATION
- 27. UNPLANNED EXCAVATION
- 28. UNPLANNED EXCAVATION
- 29. UNPLANNED EXCAVATION
- 30. UNPLANNED EXCAVATION
- 31. UNPLANNED EXCAVATION
- 32. UNPLANNED EXCAVATION
- 33. UNPLANNED EXCAVATION
- 34. UNPLANNED EXCAVATION
- 35. UNPLANNED EXCAVATION
- 36. UNPLANNED EXCAVATION
- 37. UNPLANNED EXCAVATION
- 38. UNPLANNED EXCAVATION
- 39. UNPLANNED EXCAVATION
- 40. UNPLANNED EXCAVATION
- 41. UNPLANNED EXCAVATION
- 42. UNPLANNED EXCAVATION
- 43. UNPLANNED EXCAVATION
- 44. UNPLANNED EXCAVATION
- 45. UNPLANNED EXCAVATION
- 46. UNPLANNED EXCAVATION
- 47. UNPLANNED EXCAVATION
- 48. UNPLANNED EXCAVATION
- 49. UNPLANNED EXCAVATION
- 50. UNPLANNED EXCAVATION
- 51. UNPLANNED EXCAVATION
- 52. UNPLANNED EXCAVATION
- 53. UNPLANNED EXCAVATION
- 54. UNPLANNED EXCAVATION
- 55. UNPLANNED EXCAVATION
- 56. UNPLANNED EXCAVATION
- 57. UNPLANNED EXCAVATION
- 58. UNPLANNED EXCAVATION
- 59. UNPLANNED EXCAVATION
- 60. UNPLANNED EXCAVATION
- 61. UNPLANNED EXCAVATION
- 62. UNPLANNED EXCAVATION
- 63. UNPLANNED EXCAVATION
- 64. UNPLANNED EXCAVATION
- 65. UNPLANNED EXCAVATION
- 66. UNPLANNED EXCAVATION
- 67. UNPLANNED EXCAVATION
- 68. UNPLANNED EXCAVATION
- 69. UNPLANNED EXCAVATION
- 70. UNPLANNED EXCAVATION
- 71. UNPLANNED EXCAVATION
- 72. UNPLANNED EXCAVATION
- 73. UNPLANNED EXCAVATION
- 74. UNPLANNED EXCAVATION
- 75. UNPLANNED EXCAVATION
- 76. UNPLANNED EXCAVATION
- 77. UNPLANNED EXCAVATION
- 78. UNPLANNED EXCAVATION
- 79. UNPLANNED EXCAVATION
- 80. UNPLANNED EXCAVATION
- 81. UNPLANNED EXCAVATION
- 82. UNPLANNED EXCAVATION
- 83. UNPLANNED EXCAVATION
- 84. UNPLANNED EXCAVATION
- 85. UNPLANNED EXCAVATION
- 86. UNPLANNED EXCAVATION
- 87. UNPLANNED EXCAVATION
- 88. UNPLANNED EXCAVATION
- 89. UNPLANNED EXCAVATION
- 90. UNPLANNED EXCAVATION
- 91. UNPLANNED EXCAVATION
- 92. UNPLANNED EXCAVATION
- 93. UNPLANNED EXCAVATION
- 94. UNPLANNED EXCAVATION
- 95. UNPLANNED EXCAVATION
- 96. UNPLANNED EXCAVATION
- 97. UNPLANNED EXCAVATION
- 98. UNPLANNED EXCAVATION
- 99. UNPLANNED EXCAVATION
- 100. UNPLANNED EXCAVATION

**WARNING**  
 HIGH-PRESSURE PIPELINE(S)  
 Excavation and/or Construction Prohibited  
 Without compliance with Nebraska One-Call, AND  
 Without Onsite Representation From  
 Northern Natural Gas Company

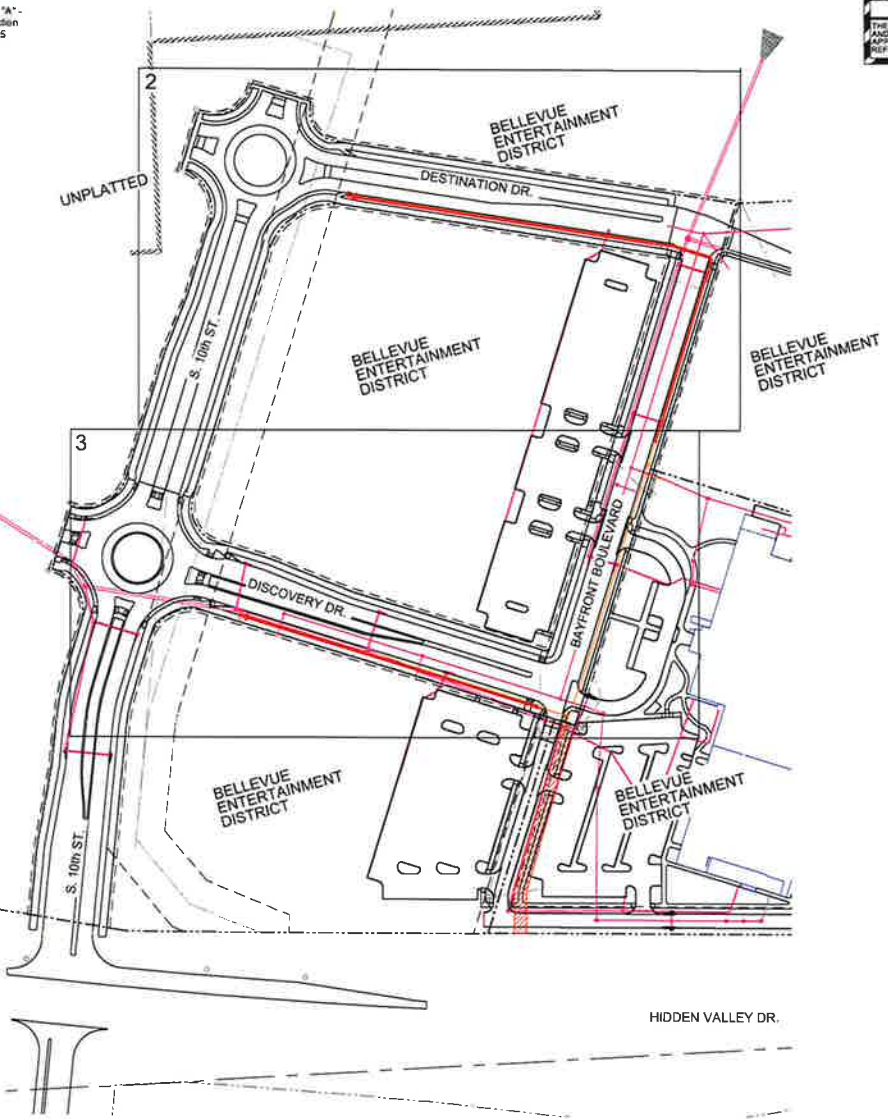
NAME OF DEVELOPER CITY OF BELLEVUE  
 DEVELOPER'S ADDRESS 1500 WALL STREET, BELLEVUE, NE 68005 PHONE NO. 402-283-3030  
 ENGR FIRM OLSSON ENGR BRIAN SCHUELE PHONE NO. 402-547-6322  
 S.I.D. NO. N/A ATTY. NONE

**Exhibit "A"**  
 NOT FOR CONSTRUCTION

Digitally signed by  
 Brandis, Nickie  
 Reason: Exhibit "A" -  
 Not for Construction  
 Date: 2026.03.05  
 10:54:28-06'00"

NO SCALE

**NOTE !!!**  
 THE LOCATION AND SIZE OF WATER  
 AND GAS MAINS AND THEIR  
 APPROPRIANCES ARE NOT TO SCALE!  
 REFER TO THE DRAWING AND NOTES!



JOB NO. 100060001539

QUAN.	DESCRIPTION	STOCK NO.
1	4" Flex. Red Gas Pipe	(14-800-04)
2	4" Flex. Blue Gas Pipe	(14-800-04)
1	4" x 8" Flex. Bend	(14-802-04)
2	4" x 2" Flex. Reducer	(14-841-04)
2	2" Flex. Purple Pt. Cap	(14-800-80)
2	4" Flex. Excavation Cap	(14-848-00)
2	CC Box (White Gas)	
Mac. Mart. As Req'd.		
Full Time Pressure Test Per Construction Std. - 4.1		

SEE RELATED PROPOSED JOB GP2956 & WP2232 FOR GASWATER MAINS LAID IN SAME STREETS.

JOB ESTIMATE  
 AMOUNT \$0.00  
 BALANCE \$0.00  
 TOTAL \$0.00  
 DATE 03/05/26

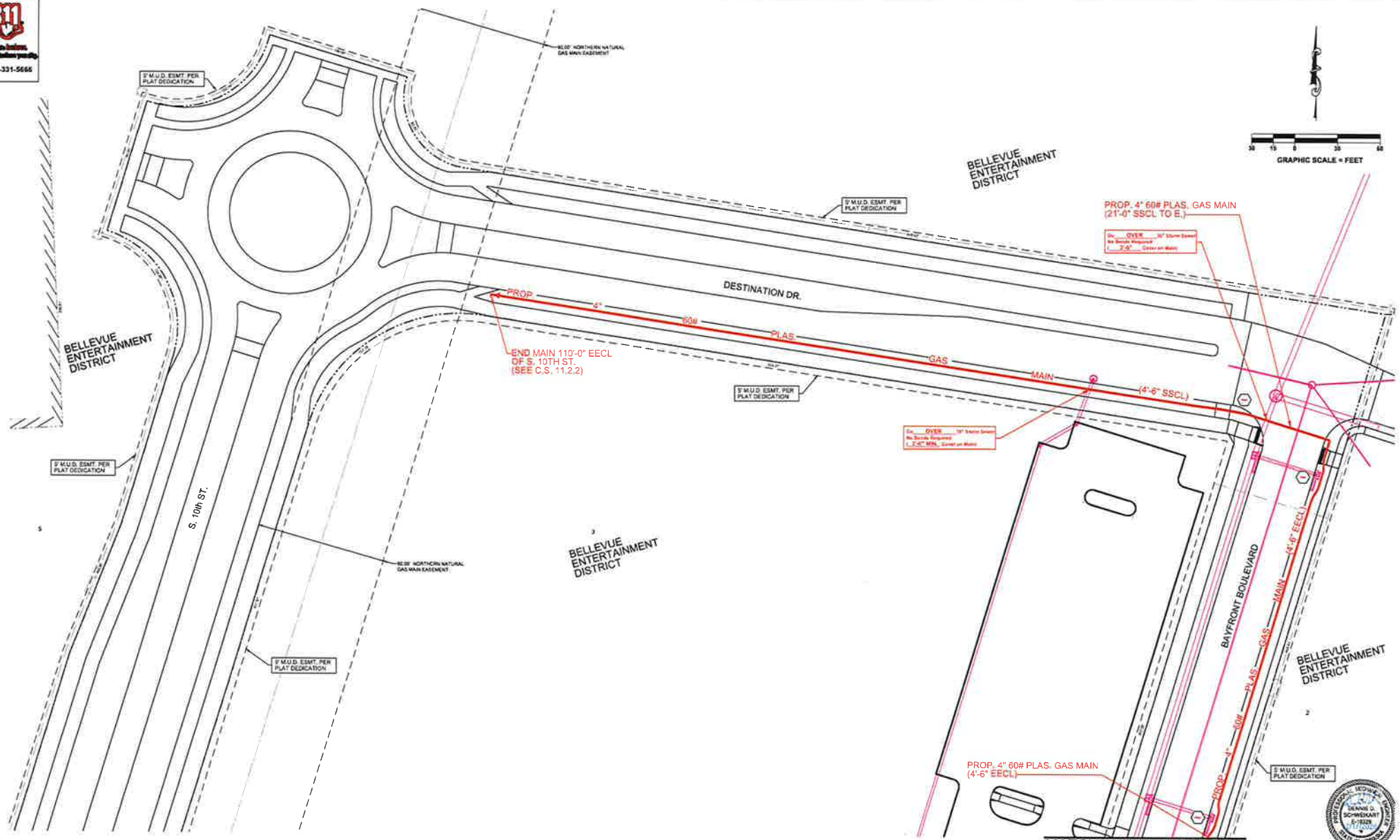
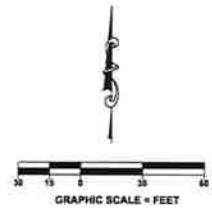
- NOTES:
- LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT WILL BE LOCATED AND FLAGGED AT THE UTILITY AT REQUEST OF THE EXCAVATOR.
  - EXCAVATION WILL BE PERMITTED UNTIL ALL SUCH UTILITIES HAVE BEEN LOCATED AND IDENTIFIED. ONCE LOCATED AND IDENTIFIED, ALL EXCAVATION WILL BE DONE WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY.
  - MAINS TO BE INSTALLED AT 3'-6" COVER UNLESS OTHERWISE NOTED. INSTALL MAINS OF B.O.C. IN THE BULG OF CUL-DE-SACS UNLESS OTHERWISE NOTED.
  - HERE PLASTIC ELECTROFUSION COUPLINGS ARE REQUIRED. PERMASEAL COUPLINGS ARE AN ACCEPTABLE ALTERNATIVE.
  - ALL PLASTIC MAINS WITH PURGE POINT CAPS UNLESS OTHERWISE NOTED.
  - U.D. HAS BEEN GRANTED A PERMANENT EASEMENT 5' WIDE BUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTAGES DEDICATED IN THE PLAT.



GP2964

BELLEVUE ENTERTAINMENT DISTRICT SUB.  
 NW OF HWY 75 & HIDDEN VALLEY DR.

METROPOLITAN UTILITIES DISTRICT



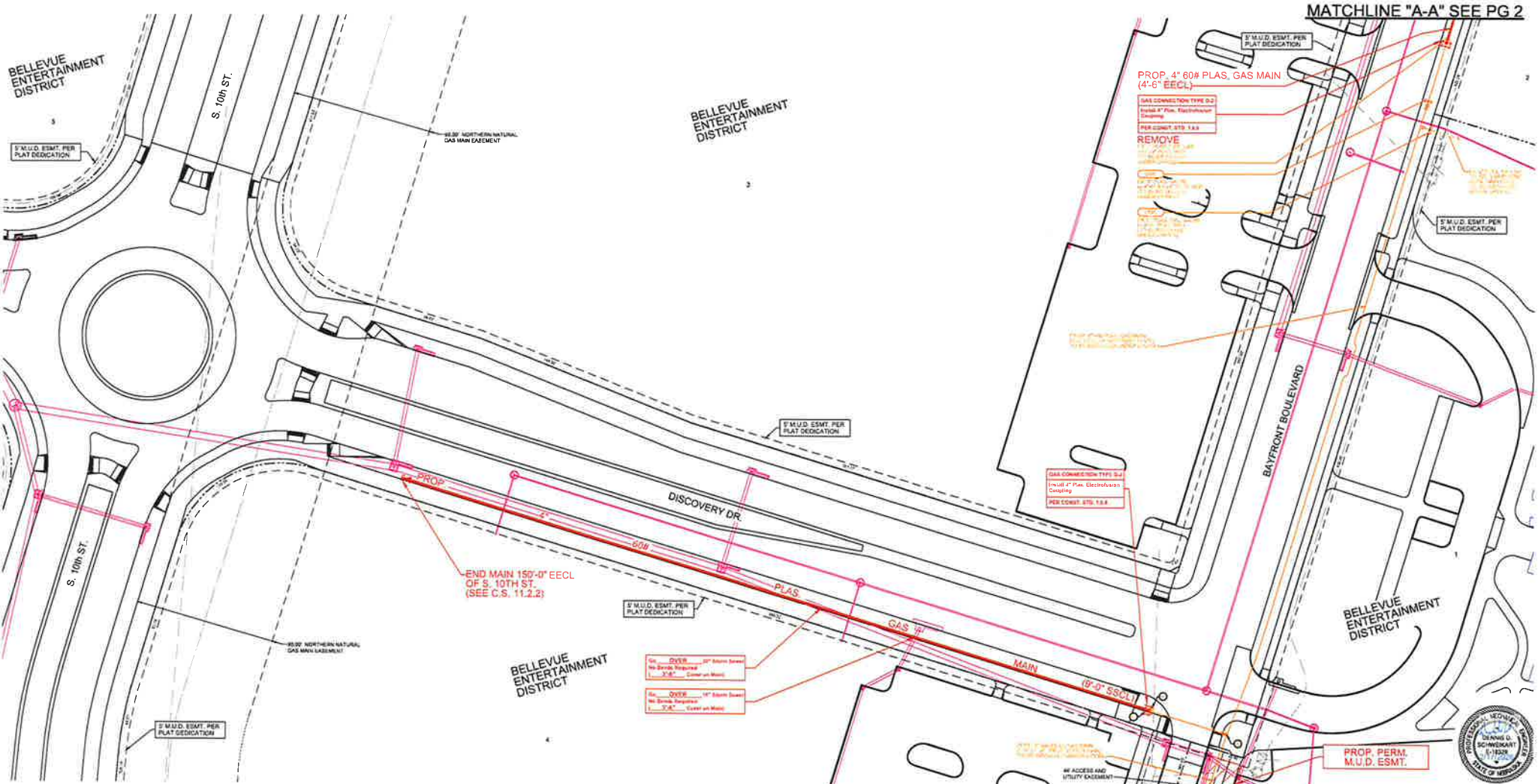
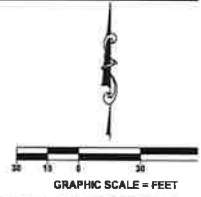
MATCHLINE "A-A" SEE PG 3

METROPOLITAN UTILITIES DISTRICT 1700 WORLD CENTER BLVD, 17TH FL OMAHA, NE 68177 700-554-8900	DESIGNED BY: JAW CHECKED BY: BIL CAL TCOH DATE: 05-15-08	DATE: 05-15-08 CHECKED BY: BIL DESIGN ENGR DATE: 05-15-08	DATE: 05-15-08 CHECKED BY: BIL DESIGN ENGR DATE: 05-15-08	DATE: 05-15-08 CHECKED BY: BIL DESIGN ENGR DATE: 05-15-08	DATE: 05-15-08 CHECKED BY: BIL DESIGN ENGR DATE: 05-15-08	DATE: 05-15-08 CHECKED BY: BIL DESIGN ENGR DATE: 05-15-08	DATE: 05-15-08 CHECKED BY: BIL DESIGN ENGR DATE: 05-15-08	DATE: 05-15-08 CHECKED BY: BIL DESIGN ENGR DATE: 05-15-08	DATE: 05-15-08 CHECKED BY: BIL DESIGN ENGR DATE: 05-15-08
GP2964	PAGE NO.								





- **REMOVE**
- **REMOVE**
- **REMOVE**



- 1. 12\"/>



METROPOLITAN UTILITIES DISTRICT 200 WORLD CENTERWAY, SUITE 200 DANA POINT, CA 92629 TEL: 949.444.8888			
BELLEVUE ENTERTAINMENT DISTRICT SUB- DIVISION OF HWY 70 & WOOD VALLEY DR. LOT 2.4			
PROJECT NUMBER:	GP2964	DATE:	04/15/20
DRAWN BY:	JAW	CHECKED BY:	SA, DESIGN ENGR. EAG
DESIGNED BY:	JCK	CHECKED BY:	SA, DESIGN ENGR. EAG
DESIGNED BY:	DOE	CHECKED BY:	SA, DESIGN ENGR. EAG
DESIGNED BY:	DOE	CHECKED BY:	SA, DESIGN ENGR. EAG
DESIGNED BY:	DOE	CHECKED BY:	SA, DESIGN ENGR. EAG
DESIGNED BY:	DOE	CHECKED BY:	SA, DESIGN ENGR. EAG

GP2964