

## Bellevue City Council Meeting \*\*\*Amended Agenda\*\*\*

Tuesday, May 5, 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. (\*) Approval of the April 21, 2026 City Council Minutes.
    2. (\*) Acknowledge receipt of April 23, 2026 Planning Commission Minutes.
6. APPROVAL OF CLAIMS - May 5, 2026
7. SPECIAL PRESENTATIONS:
  - a. Proclamation declaring May 17 - 23, 2026 as "Bike Week" and May 20, 2026 as "The International Ride of Silence Day" in the City of Bellevue. (Mayor Hike)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4210: Request to approve the detachment of Outlot A, Mora Acres, South 100' of Lot 2, Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Klancy Peterson for Orchard Valley Inc. (Planning Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4216: Request to amend Sections 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to remove self-storage facilities as a permitted use and require a conditional use permit in the Flex (FX), Light Manufacturing (ML), and Heavy Manufacturing (MH) zoning districts. (Planning Director)
  - b. ++ Ordinance No. 4217: An ordinance to establish the Bellevue Museum and authorize the Mayor to sign. (Administration)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
  - a. Resolution No.: 2026-08 Amend Master Fee Schedule. (City Clerk)
16. CURRENT BUSINESS:
  - a. Approval of the Contract with Collective Data for the April 2026 to April 2027 Fleet Maintenance Software Renewal, in an amount not to exceed \$32,000.00. (Public Works Director)
  - b. Approve the purchase of one (1) Ford F550 truck from Anderson Ford to replace two (2) trucks for the Wastewater Department, in an amount not to exceed \$188,682.00 and authorize the Mayor to sign. (Public Works Director)
  - c. Approve and authorize the Mayor to sign the Agreement with MUD for the Mission Avenue Streetscape Reconstruction - MUD Watermain Warren Street Project, in an amount not to exceed \$341,100.00. (Public Works Director)

d. Approve final payment application with NL&L Concrete for the 2025 Concrete Projects — Package 1, in an amount of \$39,988.84; Approve final change order in the amount of - \$82,999.10; Approve project as substantially complete and accept final project quantities and authorize the Mayor to sign. (Public Works Director)

e. Approve and authorize the Mayor to sign the Agreement with Schemmer Associates for professional construction engineering services on the 2026 Concrete Projects - Package 2. (Public Work Director)

f. Approve the Agreement/Quote with DC Electric for the Swanson Park Lighting Project, in an amount not to exceed \$38,588.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the Agreement with JEO Consulting Group Inc. for Scope of Work on the Drainage Improvements at 25th & Olive Street, in an amount not to exceed \$24,500.00. (Public Works Director)

h. ++ Approve and authorize the Mayor to sign the Release and Re-dedication of the Permanent Sanitary Sewer Easement for Lot 1 Fontenelle Hills Estates IV. (Public Works Director)

i. ++ Approve and authorize the Mayor to sign the Release and Re-dedication of the Permanent Sanitary Sewer Easement for Lot 2 Fontenelle Hills Estates IV. (Public Works Director)

j. ++ Approve and authorize the Mayor to sign the Release and Re-dedication of the Permanent Storm Sewer Easement for Lot 1 Fontenelle Hills Estates IV. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current reports **(April report is attached)**

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

\*5b.1  
5/5/2026

Bellevue City Council Meeting, April 21, 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 April 21, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, and Jerry McCaw. Absent: Julie Collins.

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

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

**Motion** was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the April 7, 2026 City Council Minutes; and Acknowledge receipt of March 10, 2026 Tree Board Minutes. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

## **APPROVAL OF CLAIMS:**

**Motion** was made by Casey, seconded by Preister, to approve April 21, 2026 Claims. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES:**

**Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Estanislao LLC dba La Cocina Mexican Restaurant located at 3905 Twin Creek Drive, Bellevue, NE 68123, and Estanislao Guterrez-Orelas as Manager.** (City Clerk)

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

Mr. Jeffrey Owusa-Ansha, 1222 P. Street Apt. 4E, Lincoln, was present as the attorney for the applicant to answer any questions.

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Estanislao LLC dba La Cocina Mexican Restaurant located at 3905 Twin Creek Drive, Bellevue, NE 68123, and Estanislao Guterrez-Orelas as Manager. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2026, Page 2

## ORDINANCES FOR ADOPTION: (Third Reading):

**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)

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. 36<sup>th</sup> Street, 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 McCaw, to approve 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. 36<sup>th</sup> Street, 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, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

## Small subdivision plat Lots 1 and 2, R & L Acres.

**Motion** was made by Welch, seconded by McCaw, to approve small subdivision plat Lots 1 and 2, R & L Acres. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**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)

Ordinance No. 4207: An 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 was read for the third and final time.

**Motion** was made by Preister, seconded by McCaw, to approve Ordinance No. 4207: An 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. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

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

**Ordinance No. 4210: Request to approve the detachment of Outlot A, Mora Acres, South 100' of Lot 2, Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Klancy Peterson for Orchard Valley Inc.** (Planning Director)

Ordinance No. 4210: An ordinance to detach from the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the second time and a public hearing was held.

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

Mr. Klancy Peterson, 2637 South 158<sup>th</sup> Plaza, Suite 110, Omaha, was present on behalf of the applicant Orchard Valley. He explained the detachment is to facilitate Phase IV and Phase V development of SID # 298. The Mora Addition will be incorporated into single family lots and there is proposed multi-family along the Kennedy Freeway, with the other two lots for retention basins.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be at the Council meeting on May 5, 2026.

## ORDINANCES FOR INTRODUCTION (1st reading):

**Ordinance No. 4211: Create Improvement District No. 26-03 - Bike & Trail Renovations - Everett Park and authorize the Mayor to sign.** (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2026, Page 3

Ordinance No. 4211: An ordinance to create Improvement District No. 26-03 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters was read for the first time.

**Motion** was made by Casey, seconded by McCaw, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.

Councilman Casey explained the request for the waiver of the three readings on this ordinance and the four to follow is to allow the Public Works Department to put out for bids for the project and to get the work done as soon as possible.

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

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by McCaw, to approve Ordinance No. 4211: An ordinance to create Improvement District No. 26-03 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Ordinance No. 4212: Create Improvement District No. 2026-04 - Bike & Trail Renovations - Willow Springs Park and authorize the Mayor to sign.** (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

Ordinance No. 4212: An ordinance to create Improvement District No. 26-04 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters was read for the first time.

**Motion** was made by McCaw, seconded by Casey, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by McCaw, to approve Ordinance No. 4212: An ordinance to create Improvement District No. 26-04 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Ordinance No. 4213: Create Improvement District No. 26-05 - 2026 Overlay Projects and authorize the Mayor to sign.** (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

Ordinance No. 4213: An ordinance to create Improvement District No. 26-05 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters was read for the first time.

**Motion** was made by McCaw, seconded by Preister, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.

Councilman Preister requested clarification on why the rules are being suspended.

Mr. Dave Goedeken, Public Works Director, explained they are doing a different way of financing the projects. The five ordinances presented are items that are in the Capital Improvement Plan. These five ordinances are going out for contracts at this time. Discussion followed.

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

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

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

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2026, Page 4

Mayor Hike declared the public hearing closed.

**Motion** was made by McCaw, seconded by Casey, to approve Ordinance No. 4213: An ordinance to create Improvement District No. 26-05 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Ordinance No. 4214: Create Improvement District No. 26-06 - 2026 Concrete Project Package 2 and authorize the Mayor to sign.** (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

Ordinance No. 4214: An ordinance to create Improvement District No. 26-06 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters was read for the first time.

**Motion** was made by Welch, seconded by Casey, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by McCall, to approve Ordinance No. 4214: An ordinance to create Improvement District No. 26-06 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Ordinance No. 4215: Create Improvement District No. 26-07- 2026 Concrete Projects Package 1 and authorize the Mayor to sign.** (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

Ordinance No. 4215: An ordinance to create Improvement District No. 26-07 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters was read for the first time.

**Motion** was made by Preister, seconded by Casey, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by Preister, to approve Ordinance No. 4215: An ordinance to create Improvement District No. 26-07 within the corporate limits of the City of Bellevue, Nebraska; to provide for improvements in said Improvement District; to provide for an effective date; and related matters. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

**Request for site plan approval for Lot 1, Tregaron Towne Centre Replat Eight, for the purpose of a Centris Federal Credit Union. Applicant: Centris Federal Credit Union. General Location: South 25th Street and Capehart Road.** (Planning Director)

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

Mr. Blake Weatherly, 2111 South 67<sup>th</sup> Street, Omaha, with Olsson was present on behalf of the applicant. He stated the property is zoned BG-PCO. BG zoning allows for banking use, however the PCO does require site plan approval.

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

Mayor Hike declared the public hearing closed.

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2026, Page 5

**Motion** was made by Welch, seconded by Burns, to approve a request for site plan approval for Lot 1, Tregaron Towne Centre Replat Eight, for the purpose of a Centris Federal Credit Union. Applicant: Centris Federal Credit Union. General Location: South 25th Street and Capehart Road. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Request to small subdivision plat Lots 1 and 2, Casart Addition, being a replat of Tax Lot 4A2A and Tax Lot 4A2B. Applicant: Ron Casart. General Location: 4113 Giles Road.** (Planning Director)

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

Mr. Ron Casart, 4113 Giles Road, provided a history of the property. He stated he is still confused on the process of this application and how it will benefit him.

Mrs. Tammi Palm, Planning Director, explained to the applicant he and his surveyor made application to clean up the property lines. Conversation ensued.

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by Preister, to approve a request to small subdivision plat Lots 1 and 2, Casart Addition, being a replat of Tax Lot 4A2A and Tax Lot 4A2B. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Waiver of Section 6-7(7) and (8), Subdivision Regulations, regarding lot Standards for excessive depth in relation to width and flag lots.**

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by McCaw, to approve a Waiver of Section 6-7(7) and (8), Subdivision Regulations, regarding lot Standards for excessive depth in relation to width and flag lots. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, May 30, 2026 to September 19, 2026 (with the exception of the weekend of Arrows to Aerospace 2026, if held).** (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by McCaw, seconded by Preister, to approve a request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, May 30, 2026 to September 19, 2026 (with the exception of the weekend of Arrows to Aerospace 2026, if held. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Approval of Event License for Midlands Community Foundation/ Bellevue Community Foundation for Bellevue Rocks Festival on Thursday, June 4, 2026 from 4:00 p.m. to 1:00 a.m.; Friday, June 5, 2026 from 4:00 p.m. to 1:00 a.m.; Saturday, June 6, 2026; from 4:00 p.m. to 1:00 a.m. and Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.** (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by McCaw, to approve an Event License for Midlands Community Foundation/ Bellevue Community Foundation for Bellevue Rocks Festival on Thursday, June 4, 2026 from 4:00 p.m. to 1:00 a.m.; Friday, June 5, 2026 from 4:00 p.m. to 1:00 a.m.; Saturday, June 6, 2026; from 4:00 p.m. to 1:00 a.m. and Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2026, Page 6

**Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 4, 2026 from 4:00 p.m. to 1:00 a.m. on Friday, June 5, 2026; Friday, June 5, 2026 from 4:00 p.m. to 1:00 a.m. on Saturday, June 6, 2026; Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m. on Sunday, June 7, 2026; and Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.** (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by McCaw, to recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 4, 2026 from 4:00 p.m. to 1:00 a.m. on Friday, June 5, 2026; Friday, June 5, 2026 from 4:00 p.m. to 1:00 a.m. on Saturday, June 6, 2026; Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m. on Sunday, June 7, 2026; and Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Approval of Event License for Midlands Community Foundation/ Bellevue Community Foundation for Bellevue Riverfront Weekend Carnival on Friday, June 12, 2026 from 4:00 p.m. to 1:00 a.m. and Saturday, June 13, 2026 at American Heroes Park, Bellevue.** (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by Welch, to approve an Event License for Midlands Community Foundation/ Bellevue Community Foundation for Bellevue Riverfront Weekend Carnival on Friday, June 12, 2026 from 4:00 p.m. to 1:00 a.m. and Saturday, June 13, 2026 at American Heroes Park, Bellevue. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried

## **RESOLUTIONS:**

**Resolution 2026-07: A resolution authorizing the City of Bellevue's participation in the remnant defendant's settlement with six remnant defendants.** (Legal)

**Motion** was made by Welch, seconded by McCaw, to approve Resolution No. 2026-07: A resolution authorizing the City of Bellevue's participation in the remnant defendant's settlement with six remnant defendants.

Councilwoman Welch questioned if the city is awarded the settlement what fund does it go in.

Ms. Aimee Bataillon, City Attorney, explained the money, per the settlement agreement the city has with the various defendants, only allows the funds to be used towards certain things related to the opioid crisis.

Mr. Jason Tordoff, Assistant Finance Director, advised the settlement would go to the Law Enforcement Trust Fund and there are restrictions on the use of the funds.

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

## **CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with the Bellevue Economic Enhancement Foundation for the Chamber Small Business Assistance Program, in an amount not to exceed \$50,000.00.** (CDBG Consultant)

**Motion** was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with the Bellevue Economic Enhancement Foundation for the Chamber Small Business Assistance Program, in an amount not to exceed \$50,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2026, Page 7

**Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Bellevue Public Schools for the Family Literacy Project, in an amount not to exceed \$20,000.00.** (CDBG Consultant)

**Motion** was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Bellevue Public Schools for the Family Literacy Project, in an amount not to exceed \$20,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Approval to purchase (2) Ford F250 Trucks from Anderson Ford replacing (2) trucks for the Street Department, in an amount not to exceed \$129,382.27.** (Public Works Director)

**Motion** was made by Burns, seconded by Preister, to approve to purchase (2) Ford F250 Trucks from Anderson Ford replacing (2) trucks for the Street Department, in an amount not to exceed \$129,382.27. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Approve and authorize the Mayor to sign the Professional Services Agreement with JEO Consulting Group, Inc. for the planning of Phase 1 Public Works Facility Campus, in an amount not to exceed \$165,000.00.** (Public Works Director)

**Motion** was made by Casey, seconded by Welch, to approve and authorize the Mayor to sign the Professional Services Agreement with JEO Consulting Group, Inc. for the planning of Phase 1 Public Works Facility Campus, in an amount not to exceed \$165,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Approve and authorize the Mayor to sign the Professional Services Agreement with SAM, LLC. for MS4 Stormsewer System Mapping, in an amount not to exceed \$195,000.00.** (Public Works Director)

**Motion** was made by McCaw, seconded by Preister, to approve and authorize the Mayor to sign the Professional Services Agreement with SAM, LLC. for MS4 Stormsewer System Mapping, in an amount not to exceed \$195,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

**Approve and authorize the Mayor to sign the Economic Development Agreement with Eaton Corp. to locate their operations into the boundaries of Bellevue and to expand their workforce, in an amount not to exceed \$400,000.00.** (Economic & Community Development)

**Motion** was made by McCaw, seconded by Welch, to approve and authorize the Mayor to sign the Economic Development Agreement with Eaton Corp. to locate their operations into the boundaries of Bellevue and to expand their workforce, in an amount not to exceed \$400,000.00.

Councilman Preister requested an explanation on the request.

Mr. Harrison Johnson, Economic and Community Development Director, explained the rationale behind LB840 and why the city chose to incentivize Eaton Corp. When the LB840 is approached, the city's objective is to do one of two things. Expand existing businesses to prevent relocation out of state or encourage new businesses to locate to Bellevue. The reason to incentivize is because it is a good investment for Bellevue. Discussion followed.

Mr. Ehsan Behboudi, 12336 Seward Avenue, Omaha, spoke on behalf of Eaton Corp. He advised this is a \$30,000,000 investment in Bellevue. He provided a description of Eaton Corp. and their product. Discussion followed on what Eaton manufacturers.

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

**Approve and authorize the Mayor to sign the Agreement with GovWell Technologies for new building software for a 4- year term beginning May 1, 2026 to May 1, 2030, in an amount not to exceed \$104,900.00 for the first year including implementation fees and \$66,500.00 for each following year.** (Chief Building Inspector)

**Motion** was made by Preister, seconded by Casey, to approve and authorize the Mayor to sign the Agreement with GovWell Technologies for new building software for a 4- year term beginning May 1, 2026 to May 1, 2030, in an amount not to exceed \$104,900.00 for the first year including implementation fees and \$66,500.00 for each following year. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

## **ADMINISTRATION REPORTS:**

Comments must be limited to items on the current Reports (**April Report will be attached to May 5th Council Packet**)

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2026, Page 8

**CLOSED SESSION: NONE**

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting was adjourned at 7:04 p.m.

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

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Susan Kluthe, City Clerk

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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 April 21, 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.

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Susan Kluthe, City Clerk

# MINUTE RECORD

Bellevue Planning Commission Meeting, April 23, 2026, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, April 23, 2026, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Perrin, Yoder, Hankins, Ackley, and Taylor-Jones. Absent were Commissioners Aerni, Bennett, and Lasenburg. 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 Omaha World Herald 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 Ackley, seconded by Sims, to approve the minutes of the March 26, 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 Yoder, 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 amend Sections 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to remove self-storage facilities as a permitted use and require a conditional use permit in the FX, ML, and MH zoning districts. Applicant: City of Bellevue.

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

Curry stated the request before the Commission is to amend the City of Bellevue Zoning Ordinance regarding self-storage facilities as a permitted use in the Flex Space (FX), Light Manufacturing (ML), and Heavy Manufacturing (MH) zoning districts. Curry explained that currently, self-storage facilities are a permitted use by right in these districts, which does not provide the City with oversight.

Staff and administration have reviewed the current zoning ordinance and determined that additional oversight is needed. Therefore, staff is recommending an amendment to require self-storage facilities to be approved through a Conditional Use Permit (CUP) process rather than as a permitted use in these zoning districts. Curry stated this would require review by the Planning Commission and final approval by the City Council. She explained that requiring a CUP for self-storage facilities would allow for greater oversight, decision-making authority, and review of proposed developments, particularly along key commercial and industrial corridors where developable land is limited. This process would also allow the City to evaluate building design and determine whether the proposed development is compatible with surrounding areas.

Curry stated that requiring a CUP in the FX, ML, and MH zoning districts would help ensure development decisions along key corridors are consistent with long-term planning and economic development goals. Therefore, the Planning Department is recommending approval of the amendment as presented.

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

Ackley initiated a discussion on if non-conforming parcels would be created by this amendment. Palm responded that she did not believe a large amount of non-conforming parcels would be created as a result of this amendment. Ackley then asked if properties that become legally non-conforming could continue the same use if sold to a new owner. Palm clarified that the use would still be allowed; however, it would be conditional rather than permitted by right. Palm stated this change would provide the City with greater oversight and control over the location of such developments.

Yoder asked what the effective date would be if approved by City Council. Discussion ensued on the effective date of the ordinance if approved. Yoder commented on the large number of self-storage

# MINUTE RECORD

Bellevue Planning Commission Meeting, April 23, 2026, Page 2

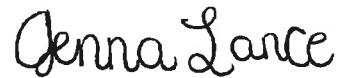
facilities and expansions constructed in areas such as Chandler, Cornhusker, and 36th Street over the years. Yoder stated that he supports the amendment.

MOTION was made by Yoder, seconded by Sims to recommend APPROVAL of a request to amend Sections 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to remove self-storage facilities as a permitted use and require a conditional use permit in the FX, ML, and MH zoning districts. Applicant: City of Bellevue. APPROVAL of the amendment as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING on May 19, 2026.**

Palm announced that Commissioner Sims had resigned from the Planning Commission and this would be his last meeting. She thanked him for his years of service.

Meeting adjourned at 6:11 p.m.



Jenna Lance  
Planning/Permit Technician

# MINUTE RECORD

6.  
5/5/2026

## CLAIMS FOR 2026/05/05 COUNCIL MEETING

PAGE 1

<b>MAYOR</b>		
GROW SARPY	2026/04/01 BOARD LUNCH	25.00
NEBRASKA DIPLOMATS	2026/05/01-2027/04/30 MEMBERSHIP DUES-HIKE	450.00
		<hr/>
		<b>\$ 475.00</b>
<b>CITY ADMINISTRATOR</b>		
BELLEVUE CHAMBER OF COMMERCE AND CAPITAL BUSINESS SYSTEMS, INC	USSTRATCOM ANNUAL UPDATE	650.00
METROPOLITAN UTILITIES DIST	2026/03/13-04/12 COPIER EXPENSE	44.68
NEBRASKA DIPLOMATS	2026/03/08-04/04 MONTHLY SERVICE	26.55
OMAHA PUBLIC POWER DISTRICT	2026/05/01-2027/04/30 MEMBERSHIP DUES-	450.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/03/12-04/10 MONTHLY SERVICE	345.89
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	33.29
	2026/04/30M LTD	65.91
		<hr/>
		<b>\$ 1,701.58</b>
<b>CITY COUNCIL</b>		
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	28.42
		<hr/>
		<b>\$ 28.42</b>
<b>LEGAL</b>		
CAPITAL BUSINESS SYSTEMS, INC	2026/03/07-04/06 COPIER EXPENSE	16.19
HOUGHTON BRADFORD WHITTED PC, LLO	2026/02/25-03/27 PROFESSIONAL SERVICES-CASE 5078-0002	1,995.00
HOUGHTON BRADFORD WHITTED PC, LLO	2026/02/25-03/27 PROFESSIONAL SERVICES-CASE 5078-0003	1,925.00
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE	4.69
MIDLANDS PRINTING	BUSINESS CARD PRINTING FOR AB & TK	205.55
NEBRASKA.GOV	JUSTICE CASE LISTINGS	20.00
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	61.04
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	33.97
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	61.59
		<hr/>
		<b>\$ 4,408.29</b>
<b>CABLE ADVISORY</b>		
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE	23.43
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	305.19
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	20.86
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	28.90
		<hr/>
		<b>\$ 435.22</b>
<b>CITY CLERK</b>		
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE	40.59
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	528.99
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	21.66
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	29.43
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		<b>\$ 707.51</b>

# MINUTE RECORD

## CLAIMS FOR 2026/05/05 COUNCIL MEETING

PAGE 2

### FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	2026/03/09-04/08 COPIER EXPENSE	9.69
DVORAK LAW GROUP	2026/03/31M PROFESSIONAL SERVICES RE	430.00
ISNARDO SALGADO	REIMB FOR SAFETY GLASSES	125.00
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE	34.36
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	447.62
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	303.54
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	70.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	118.15
		<hr/>
		\$ 1,538.36

### LIBRARY

AOI CORPORATION	FURNITURE FOR COMPUTER LAB EXPANSION	2,249.51
CAPITAL BUSINESS SYSTEMS, INC	2026/03/10-04/09 COPIER EXPENSE	680.23
CAPITAL BUSINESS SYSTEMS, INC	2026/06/02-09/01 COPIER EXPENSE	541.78
CENGAGE LEARNING, INC	BOOKS	65.60
CENGAGE LEARNING, INC	BOOKS	263.20
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	95.88
INGRAM LIBRARY SERVICES LLC	BOOKS	2,023.09
LIBRARICA, LLC	2026/05/20-2027/05/19 CASSIE SUPPORT	387.60
	RENEWAL	
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	79.12
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	106.00
		<hr/>
		\$ 6,747.79

### ADMINISTRATIVE SERVICES/PERSONNEL

IDEAL PURE WATER COMPANY	BOTTLED WATER	55.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE	26.55
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	345.89
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	227.36
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	74.31
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	100.63
		<hr/>
		\$ 859.74

### CODE ENFORCEMENT

CAPITAL BUSINESS SYSTEMS, INC	2026/03/10-04/09 COPIER EXPENSE	41.11
LANGUAGE TESTING INTERNATIONAL, INC	LANGUAGE TESTING	63.00
METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	6.42
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	144.54
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	62.02
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	78.59
		<hr/>
		\$ 594.62

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 250118-MS4 PERMITTING SERVICES	3,638.07
	2025/11/17-2026/04/05	
ALFRED BENESCH & COMPANY	BPW 240122-GOOGLE FIBER INSTALL	7,281.68
	2026/03/09-04/05	
BLACKHAWK HOMEOWNERS ASSOCIATION	2026/05/01-2027/04/30 BHOA MAINTENANCE	17,727.94
	AGREEMENT	
BNSF RAILWAY COMPANY	BPW 240603-BNSF PERMIT AMENDMENT	2,000.00
	PROCESSING FEE	

# MINUTE RECORD

## CLAIMS FOR 2026/05/05 COUNCIL MEETING

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### PUBLIC WORKS (cont'd)

CHARLES VRANA & SONS CONSTRUCTION CO	BPW 240802-ENTERTAINMENT DIST-PHASE 1	205,422.70
FELSBURG HOLT & ULLEVIG, INC	BPW 260203 US75 & US34 INTERCHANGE SIGNAL 2026/02/24-03/31	6,824.05
JEO CONSULTING GROUP, INC	BPW 250119-STRATEGIC PLANNING THRU 2026/04/10	3,401.25
JEO CONSULTING GROUP, INC	BPW 260109-PCSMP & SWPPP REVIEW FY 2026 THRU 2026/03/27	7,451.25
METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	10.78
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL	5,325.44
OLSSON ASSOCIATES	BPW 240802-WATERPARK INFRASTRUCTURE 2036/02/08-03/14	79,192.58
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	242.73
PRECISE MRM LLC	2026/03/31M FLAT DATA PLAN	92.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	170.52
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	60.08
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	98.16
		<b>\$ 338,939.23</b>

### PARKS

A-RELIEF SERVICES	2026/03/21-04/17 PORTABLE RESTROOMS-	199.00
A-RELIEF SERVICES	2026/03/14-04/13 PORTABLE RESTROOMS-AHP	692.50
COX BUSINESS SERVICES	2026/04/30M MONTHLY SERVICE	107.39
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES	581.79
HGM ASSOCIATES INC	BPW 260201-EVERETT PARK TRAIL IMPROVEMENT THRU 2026/03/31	18,517.39
HGM ASSOCIATES INC	BPW 260202-WILLOW SPRINGS TRAIL IMPROVEMENT THRU 2026/03/31	10,172.85
METROPOLITAN UTILITIES DIST	2026/03/12-04/08 MONTHLY SERVICE	390.28
METROPOLITAN UTILITIES DIST	2026/04/01-04/04 MONTHLY SERVICE	27.53
METROPOLITAN UTILITIES DIST	2026/04/01-04/06 MONTHLY SERVICE	51.63
PRECISE MRM LLC	2026/03/31M FLAT DATA PLAN	299.00
TREES SHRUBS AND MORE	BROWN MULCH	100.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	312.62
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	83.11
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	102.26
		<b>\$ 31,637.35</b>

### RECREATION

CAPITAL BUSINESS SYSTEMS, INC	2026/03/11-04/10 COPIER EXPENSE	92.69
COX BUSINESS SERVICES	2026/04/30M MONTHLY SERVICE	83.39
EMILY GOMEZ	REFUND SWIMMING LESSONS	40.00
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE	106.37
METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	184.87
METROPOLITAN UTILITIES DIST	2026/04/01-04/04 MONTHLY SERVICE	143.84
METROPOLITAN UTILITIES DIST	2026/04/01-04/06 MONTHLY SERVICE	96.79
METROPOLITAN UTILITIES DIST	2026/04/01-04/10 MONTHLY SERVICE	95.03
ODEYS FIELD EXPERTS	CONCENTRATE WHITE PAINT-BALLFIELD	357.50
PRECISE MRM LLC	2026/03/31M FLAT DATA PLAN	92.00
RON FARR	REFUND SWIMMING LESSONS	40.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	18.13
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	31.59
		<b>\$ 1,467.46</b>

# MINUTE RECORD

## CLAIMS FOR 2026/05/05 COUNCIL MEETING

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### FACILITY MAINTENANCE

ACCESS ELEVATOR & LIFTS, INC	PREVENTATIVE MAINTENANCE-LIFTS	300.00
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACE HVAC CONTROL SYSTEM FOR	200,000.00
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACE HVAC CONTROL SYSTEM FOR	85,253.00
CERRIS SYSTEMS NORTH CENTRAL, INC	ADD'L HEAT PUMP CONTROLLERS-1500	3,400.00
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACE CONTROLS ON ERV-1 - 1500 WALL	9,170.00
COX BUSINESS SERVICES	2026/04/30M MONTHLY SERVICE	107.39
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTION-	205.00
FIRE PROTECTION SERVICES, LLC	REPLACE PULL STATION IN BAY 3-FLEET	420.00
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE ALARM & SPRINKLER	400.00
	INSPECTION-DIST 1	
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE ALARM & SPRINKLER	355.00
	INSPECTION-DIST 2	
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM & SPRINKLER	360.00
	INSPECTION-FLEET	
HD SUPPLY FACILITIES MAINTENANCE	TOWELS, TISSUE, LINERS, GLASS CLEANER, SCREEN, CAN LINERS, TOWELS, HANGERS-DIST	871.85
	2	
HD SUPPLY FACILITIES MAINTENANCE	HAND SANITIZER, WIPES, MOP, GLOVES, TP, CLEANERS, LINER-REED	583.55
HELM SERVICE	REPAIR VAV BOX-TRAINING SITE	1,372.05
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	111.62
KEN BROOKE ROOFING, INC	REPAIR ROOF LEAK-DIST 2	445.84
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE	187.20
METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	42.86
METROPOLITAN UTILITIES DIST	2026/04/01-04/04 MONTHLY SERVICE	21.33
METROPOLITAN UTILITIES DIST	2026/04/01-04/06 MONTHLY SERVICE	23.16
OVERHEAD DOOR CO OF OMAHA	NEW ROLLER PIN IN OPENER-MAINT SHOP	123.00
PRECISE MRM LLC	2026/03/31M FLAT DATA PLAN	161.00
TY'S OUTDOOR POWER & SERVICE	INSTALL SNOW PLOW ON FAC MAINT TRUCK ID BM112	10,338.02
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	71.82
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	90.71
		<b>\$ 314,670.18</b>

### CEMETERY

A-RELIEF SERVICES	2026/03/21-04/17 PORTABLE RESTROOM	199.00
COX BUSINESS SERVICES	2026/04/30M MONTHLY SERVICE	175.38
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE	114.59
TY'S OUTDOOR POWER & SERVICE	INSTALL SNOW PLOW ON CEMETERY TRUCK	10,114.67
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	22.46
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	28.74
		<b>\$ 10,740.10</b>

### STREETS

ALFRED BENESCH & COMPANY	BPW 240101-MAJOR STREET RESURFACING	1,796.32
	2026/03/09-04/05	
AVERY RENTS	PROPANE FOR ASPHALT	41.25
CAPITAL BUSINESS SYSTEMS, INC	2023/03/12-04/11 COPIER EXPENSE	75.11
CONCRETE SUPPLY, INC	CONCRETE	2,349.00
COX BUSINESS SERVICES	2026/04/30M MONTHLY SERVICE	274.17
FELSBURG HOLT & ULLEVIK, INC	BPW 260107-FT CROOK & CHILDS INTERSECTION 2026/03/01-03/31	17,110.00
FELSBURG HOLT & ULLEVIK, INC	BPW 260108-MCCANN PARK STORM SEWER	10,134.80
	2026/03/01-3/31	
FELSBURG HOLT & ULLEVIK, INC	BPW 260114-WOLF CREEK DR TRAFFIC STUDY	23,600.00
	2026/03/31M	

# MINUTE RECORD

## CLAIMS FOR 2026/05/05 COUNCIL MEETING

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### STREETS (cont'd)

HGM ASSOCIATES INC	BPW 250102-CONCRETE REPAIR PKG 2 THRU 2026/03/31	8,814.50
IA/NE CONCRETE PRODUCTS	CONCRETE	937.00
INDEPENDENT SALT CO	ICE CONTROL SALT	6,557.81
JACOBS ENGINEERING GROUP, INC	BPW 250301-QUAIL CREEK REHAB 2026/02/21-	61,946.77
JACOBS ENGINEERING GROUP, INC	BPW 240124-WHITTED CREEK 2026/02/21- 03/27	6,899.33
JACOBS ENGINEERING GROUP, INC	BPW 230306-STORM DRAINAGE IMP PLAN 2026/01/01-03/27	20,207.40
MARTIN ASPHALT	BULK ASPHALT TACK	336.00
MATHEW KUDYM, SR	REIMB MCC REGISTRATION FEES, CDL LICENSE	401.00
METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	381.87
METROPOLITAN UTILITIES DIST	2026/03/10-04/07 MONTHLY SERVICE	475.96
METROPOLITAN UTILITIES DIST	2026/03/14-04/10 MONTHLY SERVICE	84.68
OMAHA PUBLIC POWER DISTRICT	2026/03/03-04/01 MONTHLY SERVICE	174.58
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	35.03
READY MIXED CONCRETE COMPANY	CONCRETE	21,600.35
THE SCHEMMER ASSOCIATES	BPW 250102-CONCRETE PANEL PROJECTS 2026/03/31M	530.00
THE SCHEMMER ASSOCIATES	BPW 240201-FONTENELLE HILLS & FOREST HILLS 2026/02/01-03/31	11,361.92
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	795.76
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	263.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	338.95
		<b>\$ 197,522.56</b>

### FLEET MAINTENANCE

911 CUSTOM, LLC	PRISONER TRANSPORT SYSTEM & HARDWARE, MOTORCYCLE SWITCHBOX, LINEAR LIGHTS, REAR WINDOW LIGHT BAR	17,050.12
AA WHEEL & TRUCK SUPPLY, INC	SEALS, ELECTRIC BRAKES, MANUAL ADJUSTMENT, SHACKLES	827.40
ALLIED OIL & TIRE COMPANY	OIL, DIESEL, DRY DIESEL	4,038.59
ARNOLD MOTOR SUPPLY	SUSPENSION STABILIZER BAR BUSHING KIT, WHEEL NUTS, FLOORLINERS, FILTERS, SPINDLE NUT, BEARING CONES, MOLDING HEAVY DUTY WRECKER TOW CHARGES	410.83
ARROW TOWING	REPAIR FENDER PANEL	1,000.00
AUTO BODY AUTHORITY		105.00
AUTO BRAKE AND CLUTCH	BRAKE SHOES, BRAKE KITS, BRAKE DRUMS	1,477.80
AUTOMOTIVE WAREHOUSE DIST, INC	BEARINGS, TRAILER PLUGS, SCRAPERS, BRAKE	954.57
BAUER BUILT TIRE & SERVICE	ALL SEASON TIRES	1,045.86
BAXTER FORD OF OMAHA	HOOD SENSOR LATCH WIRING HARNESS, PRE- TENSIONER, SHAFT, STEP ASSEMBLY, INSULATOR, SHOCK ABSORBERS, O-RINGS, SEPARATOR, WIPER BLADES, BACKUP CAMERA ALTERNATOR	4,121.27
CORNHUSKER INTERNATIONAL TRUCKS		507.37
COX BUSINESS SERVICES	2026/04/30M MONTHLY SERVICE	107.39
CRAIG SCHWISOW	REIMB LEARNER'S PERMIT	16.25
CUMMINS SALES AND SERVICE	BREATHER GASKET	38.60
DANIELSON / TECH SUPPLY	TEMP SENSOR	462.50
FACTORY MOTOR PARTS CO	BRAKE HYDRO BOOSTER	1,082.27
FLEET PRIDE	LUG NUT COVERS	21.30
GALVIN GLASS	WINDSHIELD ACCOUSTIC LAYERS,	1,506.38
INLAND TRUCK PARTS CO	HARDWARE KIT	26.92

# MINUTE RECORD

## CLAIMS FOR 2026/05/05 COUNCIL MEETING

PAGE 6

### FLEET MAINTENANCE (cont'd)

LOGAN CONTRACTORS SUPPLY	PLUNGER PINS, WATER FILTER	342.55
MACQUEEN EQUIPMENT, LLC	HOPPER BUMPER PADS, DOOR LATCH ASSEMBLY, FRT SHOE RUNNERS	882.56
METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	127.98
MORRIES BELLEVUE CHEVROLET	CONSUMPTION TEST-ADDED OIL	34.95
NAPA AUTO PARTS	ROCKER SWITCH, RETAINERS, FILTERS, BEARINGS, BATTERY CBLE, BRAKE PARTS CLEANER, RELAYS, GLOVES, FUEL PUMP, EXHAUST PIPE, CRANKCASE FILTERS	2,043.12
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	CARRIAGE BOLTS, TERMINALS, CONNECTORS, BRUTE DRILL BITS, TY-RAP, NUTS	839.51
NIPPON SANSO MATHESON INC	CYLINDERS RENTAL, BATTERIES	550.74
QUALITY TIRE, INC	TIRES	260.00
STATE STEEL SUPPLY CO	PIPE SIZE TUBE, SQUARE TUBING, ROUND TUBING	801.20
TERMINAL SUPPLY CO	SHIELDED CAN BUS CABLES, TERMINALS, PINS, CONNECTORS	556.66
TOYNE, INC	OFFICER MASTER CONTROL, TOP MOUNT CONTROL, CYLINDER MAGNETS	337.52
TRUCK CENTER COMPANIES-OMAHA	REPLACE KIT WIF ASSEMBLY	68.42
TY'S OUTDOOR POWER & SERVICE	TOGGLE BOOT	20.60
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	511.56
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	163.93
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	208.17
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS RENTAL	333.62
		<b>\$ 42,883.51</b>

### SOLID WASTE

PAPILLION SANITATION	2026/03/17-03/24 GLASS RECYCLING	422.24
		<b>\$ 422.24</b>

### PLANNING

METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	9.75
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	219.55
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	28.73
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	42.70
		<b>\$ 357.57</b>

### PERMITS & INSPECTIONS

METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	13.02
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	293.35
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	88.69
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	116.22
		<b>\$ 767.06</b>

### POLICE

AARDVARK	SWAT BALLISTIC WITH PLATES-ALBRECHT	3,055.00
ABM SUPPLY	DUTY HOLSTERS WITH LIGHT	691.50
APD LOCKSMITH	UNLOCK 2021 DODGE CHARGER	75.00
AT&T MOBILITY-CC	2026/03/05-04/04 MONTHLY SERVICE	4,542.50
COX BUSINESS SERVICES	2026/04/30M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2026/04/02-05/01 MONTHLY SERVICE	285.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	17.72

# MINUTE RECORD

## CLAIMS FOR 2026/05/05 COUNCIL MEETING

PAGE 7

### POLICE (cont'd)

ICE MILLER LLP	PROFESSIONAL SERVICES THRU 2026/03/31	950.85
J P COOKE COMPANY	POCKET X-STAMPERS-GERMAN, JASHINSKE	103.80
JACKSON SERVICES, INC	DOOR MAT SERVICE	177.01
JOHN HANCOCK PENSIONS	DEFINED PENSIONS - CITY SHARE	86,832.00
JORDAN SPENCER	REIMB PER DIEM FOR TRAINING	170.00
MATCON, LLC	2026/05/31M OPERATING EXPENSES, RENT FOR K9 BUILDING	1,841.87
MATRIX BUSINESS SYSTEMS INC	TONER FOR PRINTER	112.00
METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	230.79
NICHOLAS GREINER	REIMB FOR UNIFORM FOR FBI TRAINING	355.89
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	5,198.48
SARPY COUNTY FISCAL ADMINISTRATION	2026/03/31Q LAW RECORDS, HOSTED	13,793.43
SHARP IMAGE INC	WINDOW TINTING-UNIT 651	50.00
STRADA OCCUPATIONAL HEALTH	MEDICAL TESING-NEW RECRUITS	1,825.00
TARGETS ONLINE	CARD STOCK TARGETS	500.00
THE ADAPTIVE WAY, LLC	INSTRUCTOR FEE-FTO UPDATE/REFRESH	2,000.00
THE BANCORP BANK	FEE FOR INFORMATION REQUESTED	80.00
THOMSON REUTERS - WEST	2026/03/31M ONLINE SUBSCRIPTION	496.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	3,657.10
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	784.21
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	2,004.05
VELOCITY SYSTEMS, LLC	SWAT BALLISTIC VEST-SPENCER	1,496.16
		<b>\$ 131,884.33</b>

### FIRE & RESCUE

AIRGAS USA, LLC	2026/03/31M CYLINDER RENTAL, OXYGEN	323.21
AT&T MOBILITY-CC	2026/03/05-04/04 MONTHLY SERVICE	430.25
BOUND TREE MEDICAL, LLC	CURAPLEX COLD PACK, CURAPLEX HOT PACK, OB KIT DISPOSABLE	485.42
COX BUSINESS SERVICES	2026/04/30M MONTHLY SERVICE	329.78
DONALD ECKMAN	REFUND FOR SERVICE	51.00
DXP ENTERPRISES, INC	COMBUSTABLE SENSOR	343.89
ED M FELD EQUIPMENT CO	AIR ANALYSIS-SCBA MAINTENANCE	900.00
GREAT PLAINS UNIFORMS	NAMETAG-D MILLER	24.50
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-G LEE	104.99
KNOX COMPANY	KNOX MEDVAULT	5,257.00
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE	754.87
METROPOLITAN UTILITIES DIST	2026/03/08-04/06 MONTHLY SERVICE	311.61
METROPOLITAN UTILITIES DIST	2026/03/10-04/06 MONTHLY SERVICE	2,856.76
METROPOLITAN UTILITIES DIST	2026/03/10-04/07 MONTHLY SERVICE	347.65
METROPOLITAN UTILITIES DIST	2026/03/12-04/09 MONTHLY SERVICE	776.80
STRYKER SALES CORPORATION	BATTERY ASSEMBLY REPLACEMENT KIT, MAIN CARRY BAGS	1,118.10
THE NEBRASKA MEDICAL CENTER	2026/03/31Q MEDICAL DIRECTOR	12,774.74
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	2,842.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	624.15
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	1,459.29
		<b>\$ 32,116.01</b>

### NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2026/03/31M ACCT 1000 ANALYSIS CHG	596.75
CENTURY LINK	2026/03/04-04/03 MONTHLY SERVICE	293.07
FIRST NATIONAL BANK OF OMAHA	2026/03/31M ACCT 1084 ANALYSIS CHG	618.96
HEARTLAND MARKETING & COMMUNICATIONS,	2026/02/23-03/29 SOCIAL MEDIA CAMPAIGN	2,760.84
NE-DEPARTMENT OF REVENUE	2026/03/31M SALES AND USE TAX RETURN (FORM 10)	224.54
		<b>\$ 4,494.16</b>

# MINUTE RECORD

## CLAIMS FOR 2026/05/05 COUNCIL MEETING

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<b>INFORMATION TECHNOLOGY</b>		
MOTOROLA SOLUTIONS, INC	TRUNNION KIT, RADIO BATTERIES, HOLSTER	2,455.48
SARPY COUNTY FISCAL ADMINISTRATION	2026-03/31Q IT SERVICES, QUARTERLY SOFTWARE SERVICES	41,410.71
STERLING COMPUTERS CORPORATION	2026/04/22-2027/04/21 PFPT ESSENTIALS, RENEWAL	24,601.00
TESSCO LLC	FEMALE CRIMP, LOAD BNC	116.26
		<b>\$ 68,583.45</b>
<b>BELLEVUE BAY WATER PARK</b>		
METROPOLITAN UTILITIES DISTRICT	MUD BELLEVUE WATER PARK HOOK UP FEE	7,259.00
		<b>\$ 7,259.00</b>
<b>WASTEWATER</b>		
AMERICAN NATIONAL BANK	2026/03/31M ACCT 1034 ANALYSIS CHG	47.00
AT&T MOBILITY	2026/04/08-05/07 MONTHLY SERVICE	662.98
CENTURY LINK	2026/04/04-05/03 MONTHLY SERVICE	65.99
CITY OF OMAHA	2026/01/31M SEWER FEES	735,088.20
COX BUSINESS SERVICES	2026/04/04-05/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2026/04/12-05/11 MONTHLY SERVICE	208.00
ELLIOTT EQUIPMENT CO	SWIVEL 90 DEGREES, SHIPPING	465.64
FIRST NATIONAL BANK OF OMAHA	2026/03/31M ACCT 1086 ANALYSIS CHG	504.37
HDR ENGINEERING, INC	BPW 250115-TWIN CREEK SIPHON EVAL AMEND #1 2026/02/22-03/28	30,076.42
HDR ENGINEERING, INC	BPW 181013-QUAIL CREEK LIFT STATION 2026/02/22-03/28	3,746.21
HTM SALES, INC	IMPELLERS FOR LIFT STATIONS 14 & 15	6,029.00
METROPOLITAN UTILITIES DIST	2026/03/10-04/07 MONTHLY SERVICE	561.86
OMAHA PUBLIC POWER DISTRICT	BPW 211123-AMERICAN HEROES PARK	14,000.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M DENTAL INSURANCE	454.72
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LIFE	131.21
UNITED OF OMAHA LIFE INSURANCE CO	2026/04/30M LTD	165.70
		<b>\$ 792,427.30</b>
<b>MEDICAL SELF FUNDING</b>		
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/04/16 BCBS-NE MEDICAL CLAIMS FOR 2026/04/08-04/14	191,412.41
COVERYS	2026/04/30M COVERYS REINSURANCE PD 2026/04/14	72,341.06
FIRST NATIONAL BANK OF OMAHA	2026/03/31M ACCT 1088 ANALYSIS CHG	296.58
		<b>\$ 264,050.05</b>
<b>COMMUNITY DEVELOPMENT</b>		
ALL SEASONS FOUNDATION	ALL SEASONS ASSISTANCE FOR VULNERABLE ADULTS	1,397.32
HABITAT FOR HUMANITY OF SARPY COUNTY	HOME REPAIR PROGRAM 5214 EMILINE ST	13,605.00
		<b>\$ 15,002.32</b>
<b>ECONOMIC DEVELOPMENT</b>		
HOUGHTON BRADFORD WHITTED PC, LLO	2026/03/06-03/31 SWITCH GEAR ENTERTAINMENT FORECLOSURE	755.00
		<b>\$ 755.00</b>
<b>COMMUNITY BETTERMENT</b>		
NEBRASKA DEPARTMENT OF REVENUE	NE DEPT OF REV - 2026Q1 QRTLTY LOTTERY TAX PD 2026/04/21	58,478.00
12HOURAWARDS	ALUMINUM VINYL BACKING-SIGNAGE-VETERANS	1,359.95
		<b>\$ 59,837.95</b>
<b>G.O. BONDS</b>		
UMB BANK TRUST OPERATIONS	BOND PAYMENTS	270,100.77
		<b>\$ 270,100.77</b>
<b>TOTAL CLAIMS FOR 2026/05/05 COUNCIL MEETING</b>		<b>\$ 2,603,414.13</b>
<b>TOTAL PAYROLL FOR 2026/04/24</b>		<b>\$ 1,890,817.80</b>

## Bike Week and Ride of Silence Proclamation

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

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

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

**WHEREAS**, the League of American Bicyclists has established May as National Bicycle Month, and the Mayor establishes May as Bicycle Safety Month which includes the International Ride of Silence the 20<sup>th</sup> of May, 2026 at 7:00 p.m., and

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

**NOW, THEREFORE**, I, Rusty Hike, Mayor of Bellevue, NE do hereby proclaim May 17 to 23, 2026, as: "**Bike Week**" in the City of Bellevue, NE

And, May 20, 2026, as: "**The International Ride of Silence Day**" in the City of Bellevue, NE

To encourage all citizens to ride their bicycles to work, to the store, to the park, around their neighborhoods and with friends and family to promote the personal and societal benefits achieved from bicycling and to participate in the Ride of Silence.

Whereupon I subscribe my name and the seal of the City of Bellevue, NE.

Rusty Hike, Mayor



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
5/5/2026

COUNCIL MEETING DATE: April 7, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the detachment of Outlot A, Mora Acres, the South 100' of Lot 2, Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Klancy Peterson for Orchard Valley, Inc.

SYNOPSIS/BACKGROUND:

Klancy Peterson, on behalf of Orchard Valley, Inc, is requesting the de-annexation of three vacant lots in order to facilitate the development of Phases IV and V of Sanitary and Improvement District 298 (Spring Ridge). Two of these lots are outlots, and the third lot is a partial lot adjacent to Outlot B, Green Meadows. No residences or structures are affected by this detachment request.

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 request.

ATTACHMENTS:

1. Letter from Klancy Peterson	2. Maps	3. Ordinance No 4210
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley Portillo*  
*Jason [Signature]*  
*Devin [Signature]*

November 25, 2025

Aimee Bataillon  
City Attorney, City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: SID 298 Phase IV & V- Detachment Request

Ms. Bataillon:

This letter is to request the detachment of the below described real property from the city limits of City of Bellevue pursuant to Nebraska Revised Statute §18-3316 on behalf of Lionel Mora and Martha B. Mora, Trustees of the Lionel and Martha Mora Living Truited dated June 25, 2018 (“Mora”) and Orchard Valley, Inc., a Nebraska corporation, (“Orchard Valley”)

**Detachment Request #1**

Mora requests the detachment of Outlot A, Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska. Mora Acres has recently been replatted and a Parcel Number has not yet been assigned to Outlot A. This request will be supplemented with a Parcel Number once it has been generated.

**Detachment Request #2**

Orchard Valley requests the detachment of the following two properties:

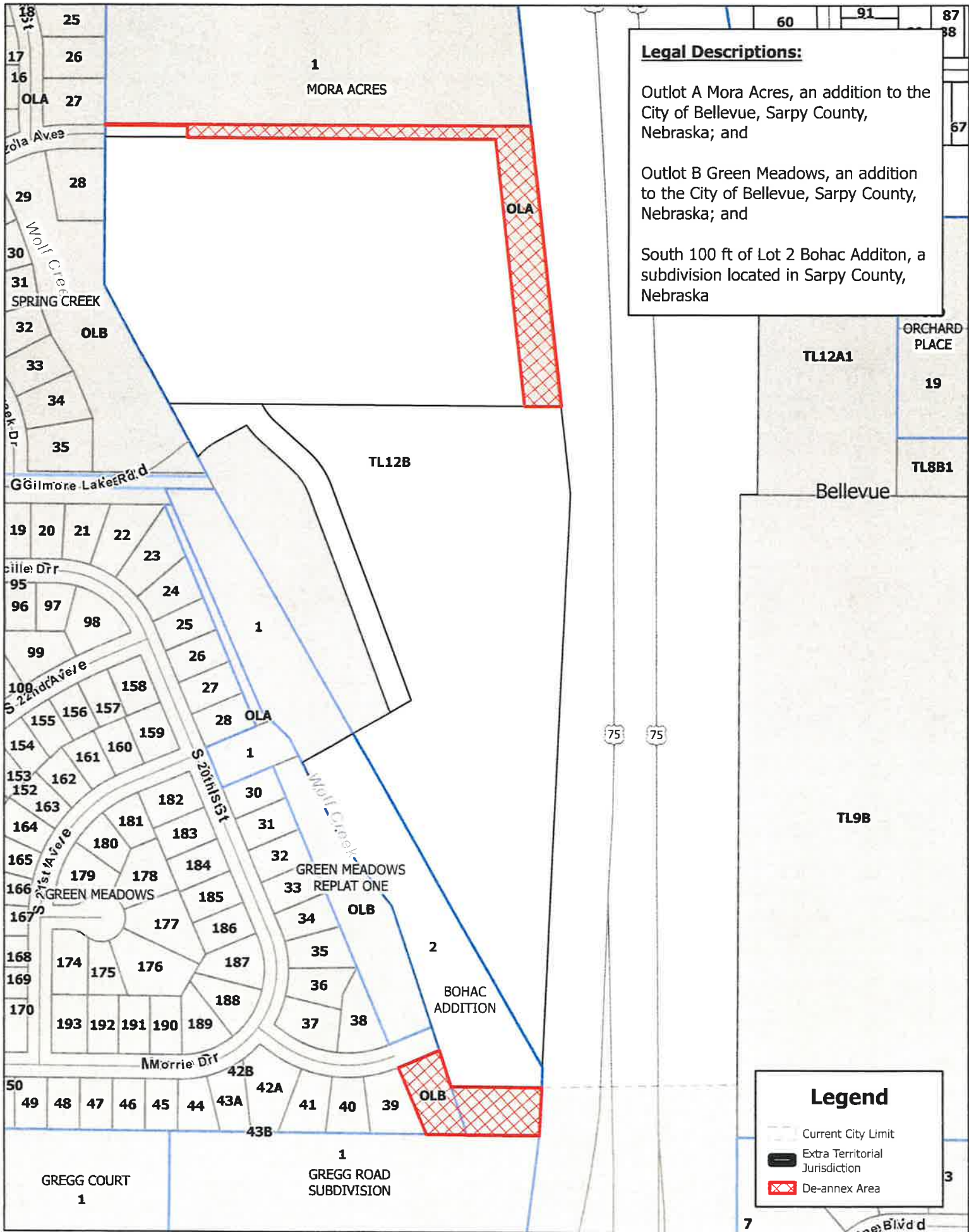
1. Parcel #010934928. Legally described as Outlot B, Green Meadows an addition to the City of Bellevue, Sarpy County, Nebraska.
2. Parcel #011254653, legally described as the South 100’ of Lot 2, Bohac Addition, a subdivision located in Sarpy County Nebraska.

The requested detachments are to facilitate the development of Phases IV and V of Sanitary and Improvement District 298. If any additional information is needed or if you have any questions, please contact Klancy M. Peterson, 402-991-8919.

Sincerely,

*s/Klancy M. Peterson*

Klancy M. Peterson



**Legal Descriptions:**

Outlot A Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska; and

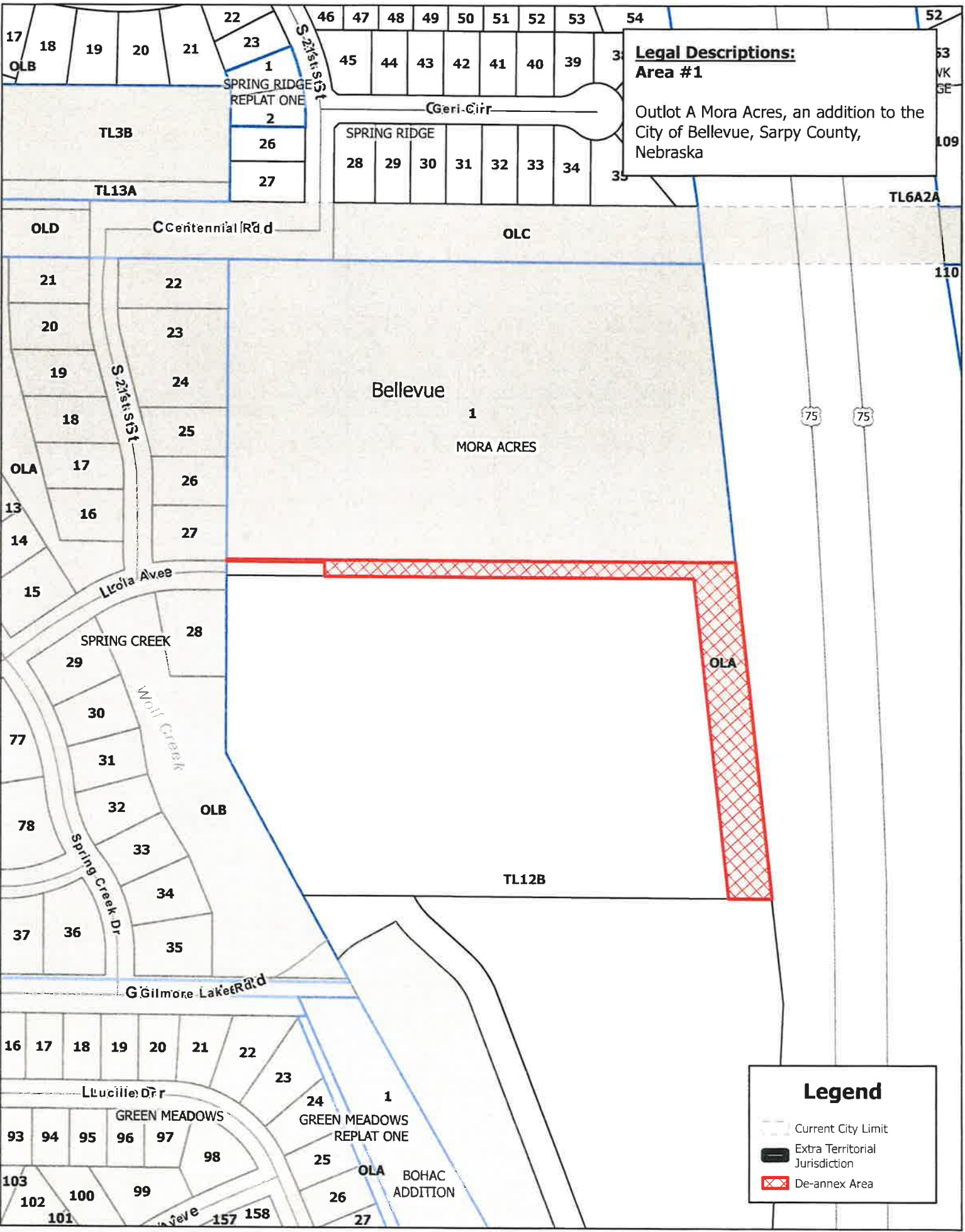
Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and

South 100 ft of Lot 2 Bohac Addition, a subdivision located in Sarpy County, Nebraska

**Legend**

- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area

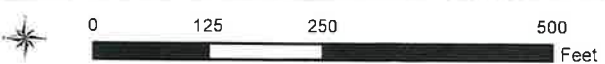


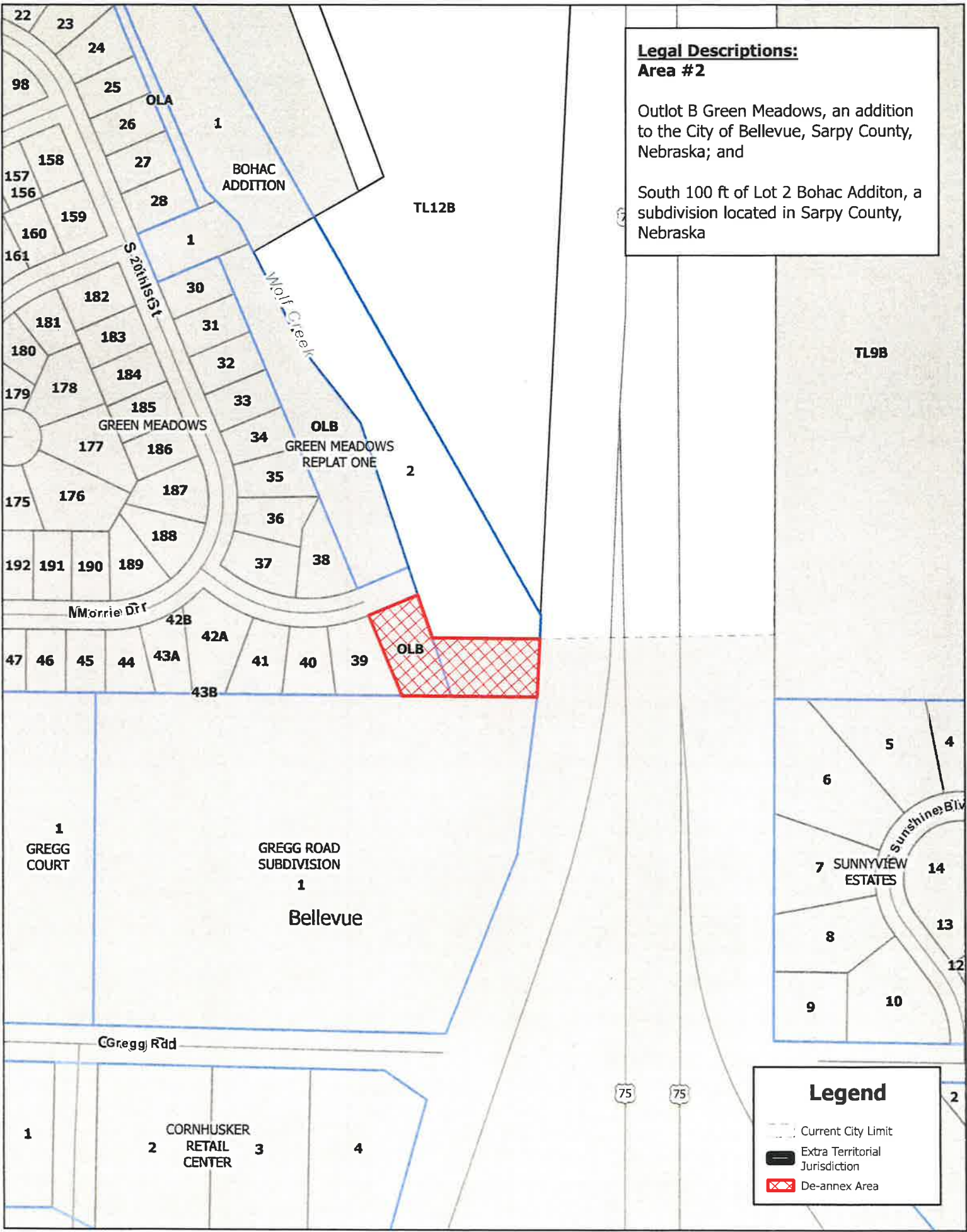


**Legal Descriptions:**  
**Area #1**  
 Outlot A Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska

**Legend**

- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area





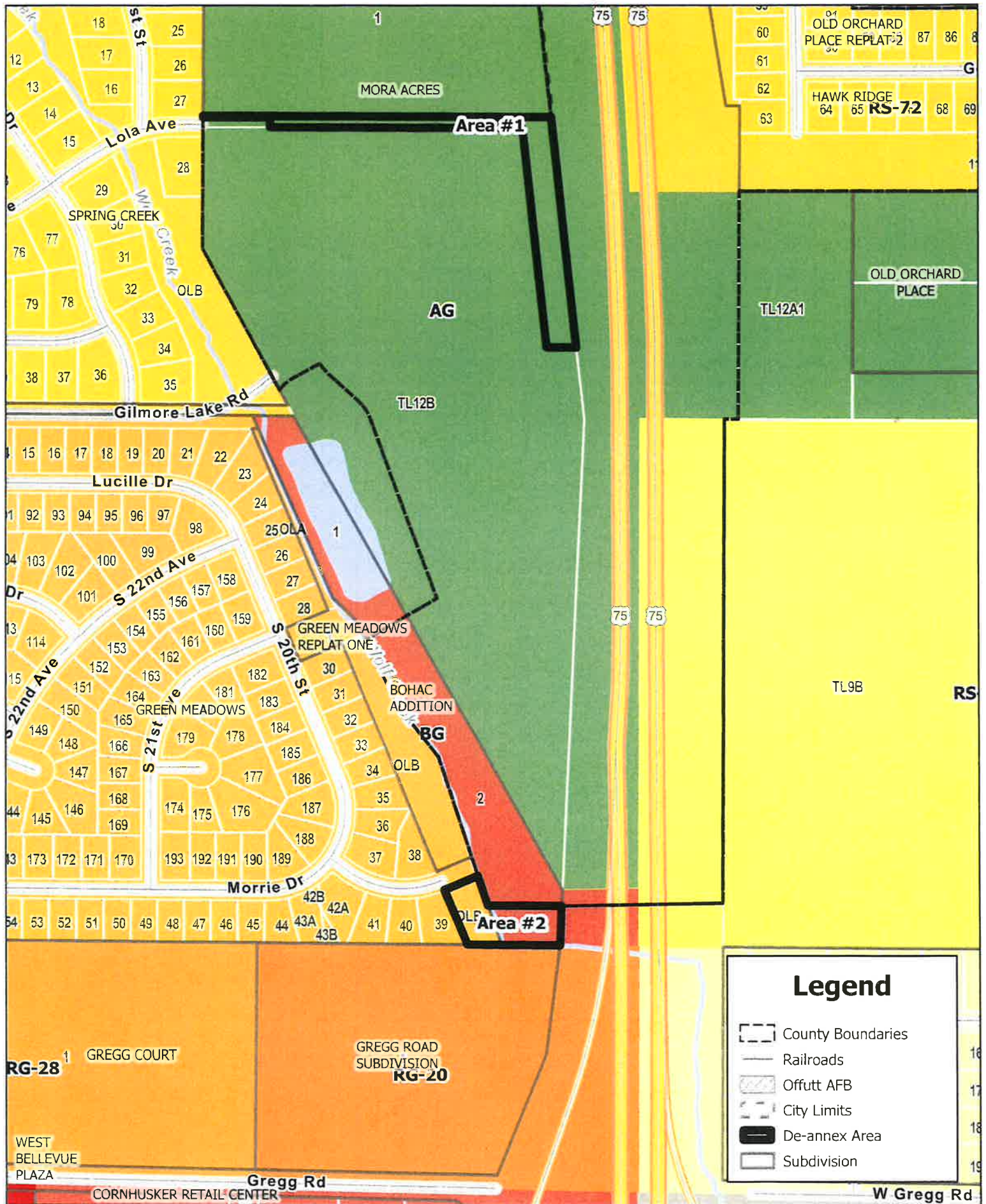
**Legal Descriptions:**  
**Area #2**  
 Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and  
 South 100 ft of Lot 2 Bohac Additon, a subdivision located in Sarpy County, Nebraska

**Legend**

- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area

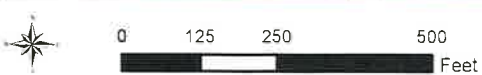


# Current Zoning

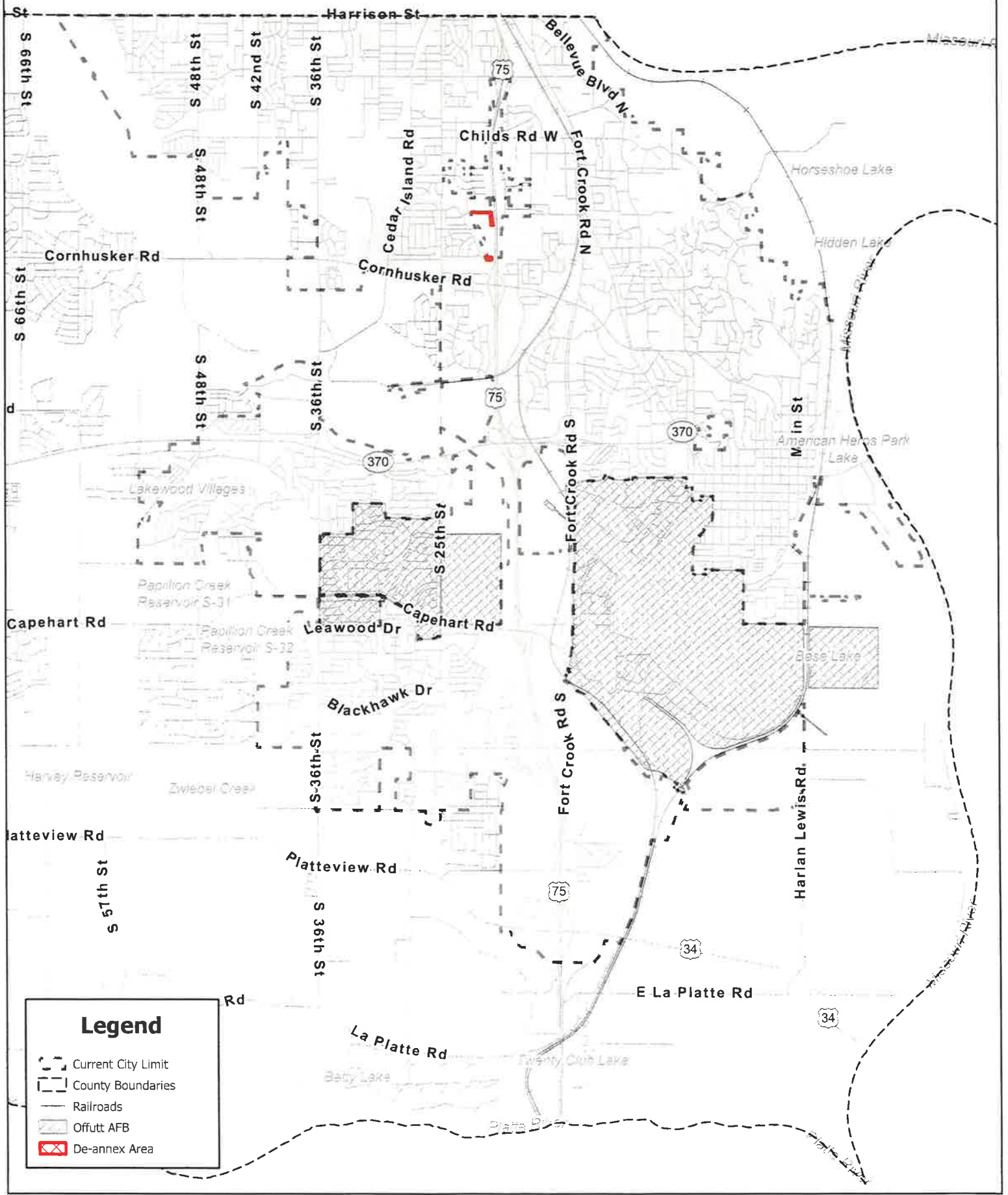


### Legend






- County Boundaries
- Railroads
- Offutt AFB
- City Limits
- De-annex Area
- Subdivision



# City Limits Before De-Annexation

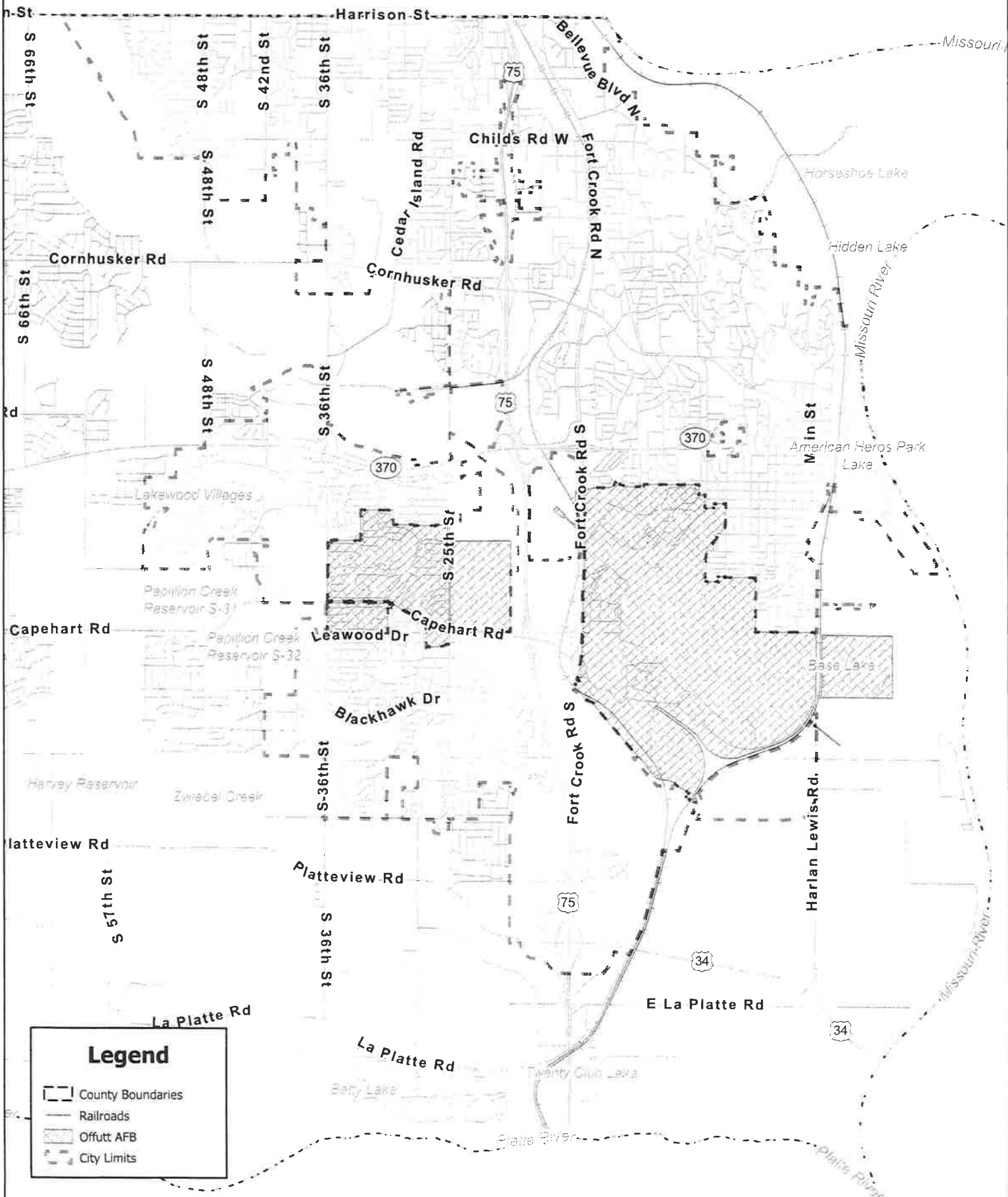


## Legend

-  Current City Limit
-  County Boundaries
-  Railroads
-  Offutt AFB
-  De-annex Area



# City Limits After De-Annexation



**Legend**

- County Boundaries
- Railroads
- Offutt AFB
- City Limits



ORDINANCE NO. 4210

AN ORDINANCE TO DETACH FROM THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS, AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. Whereas, the owners of the land situated within and adjacent to the corporate limits of the City of Bellevue and more particularly described as follows:

Outlot A, Mora Acres; the South 100' of Lot 2, Bohac Addition; and Outlot B, Green Meadows; all located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

have filed a request with the City Council that the property be detached from the city limits of the City of Bellevue, Nebraska, and the City Council does hereby find that it would be advantageous and to the best interest of the City of Bellevue to detach said property from the city limits.

Section 2. Therefore, the lands and real estate as described in Section 1 of this ordinance are hereby wholly and entirely detached from the city limits of the City of Bellevue, Sarpy County, Nebraska, and shall no longer be or constitute any part of the City of Bellevue, Nebraska.

Section 3. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby are repealed.

Section 4. This ordinance shall become effective on June 1, 2026 after its passage, approval, and publication according to law.

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

APPROVED AS TO FORM:

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

ATTEST

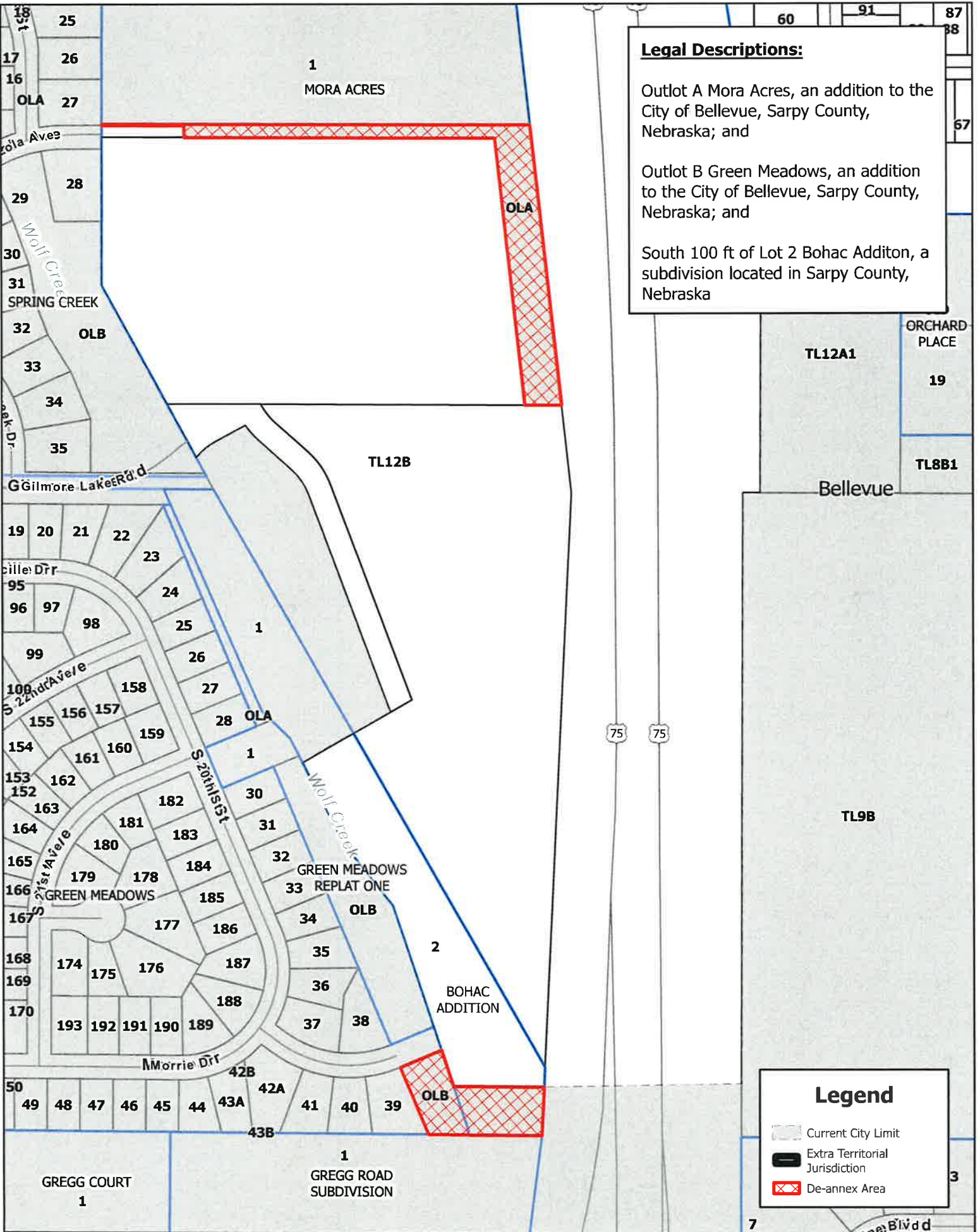
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

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

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

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



**Legal Descriptions:**

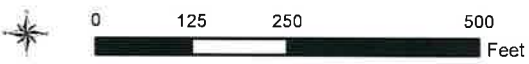
Outlot A Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska; and

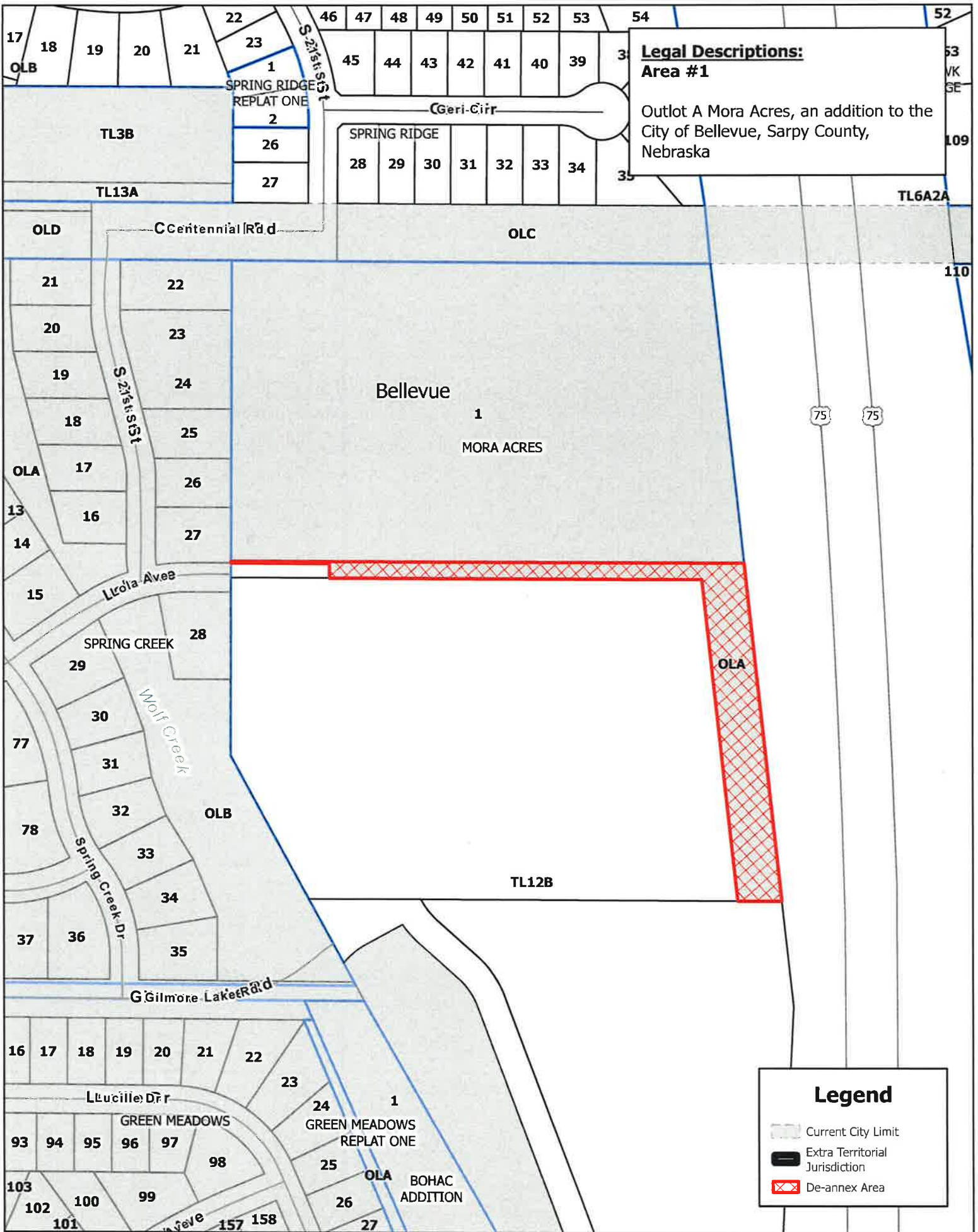
Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and

South 100 ft of Lot 2 Bohac Addition, a subdivision located in Sarpy County, Nebraska

**Legend**

- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area





**Legal Descriptions:**

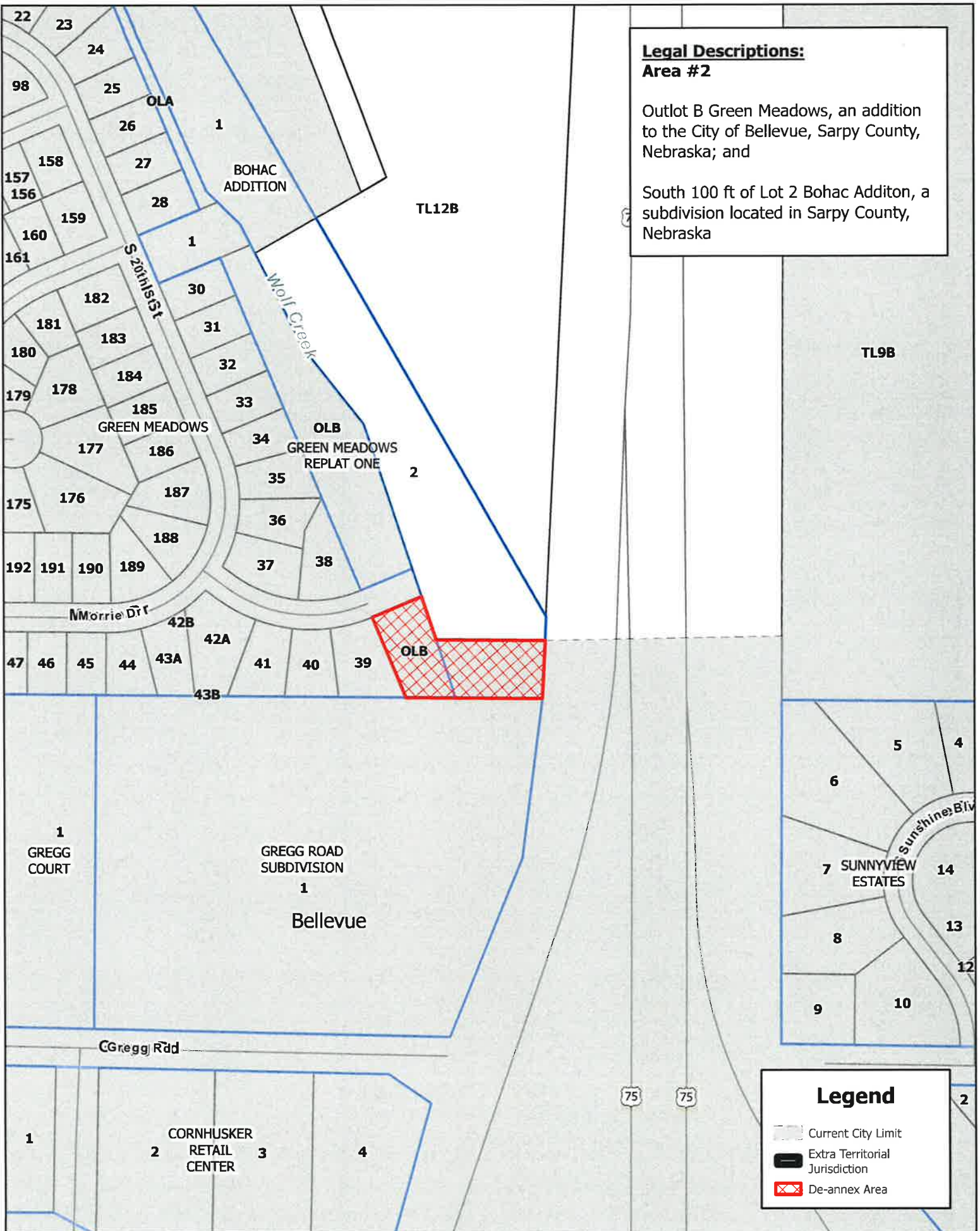
**Area #1**

Outlot A Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska

**Legend**

-  Current City Limit
-  Extra Territorial Jurisdiction
-  De-annex Area

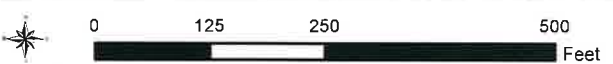




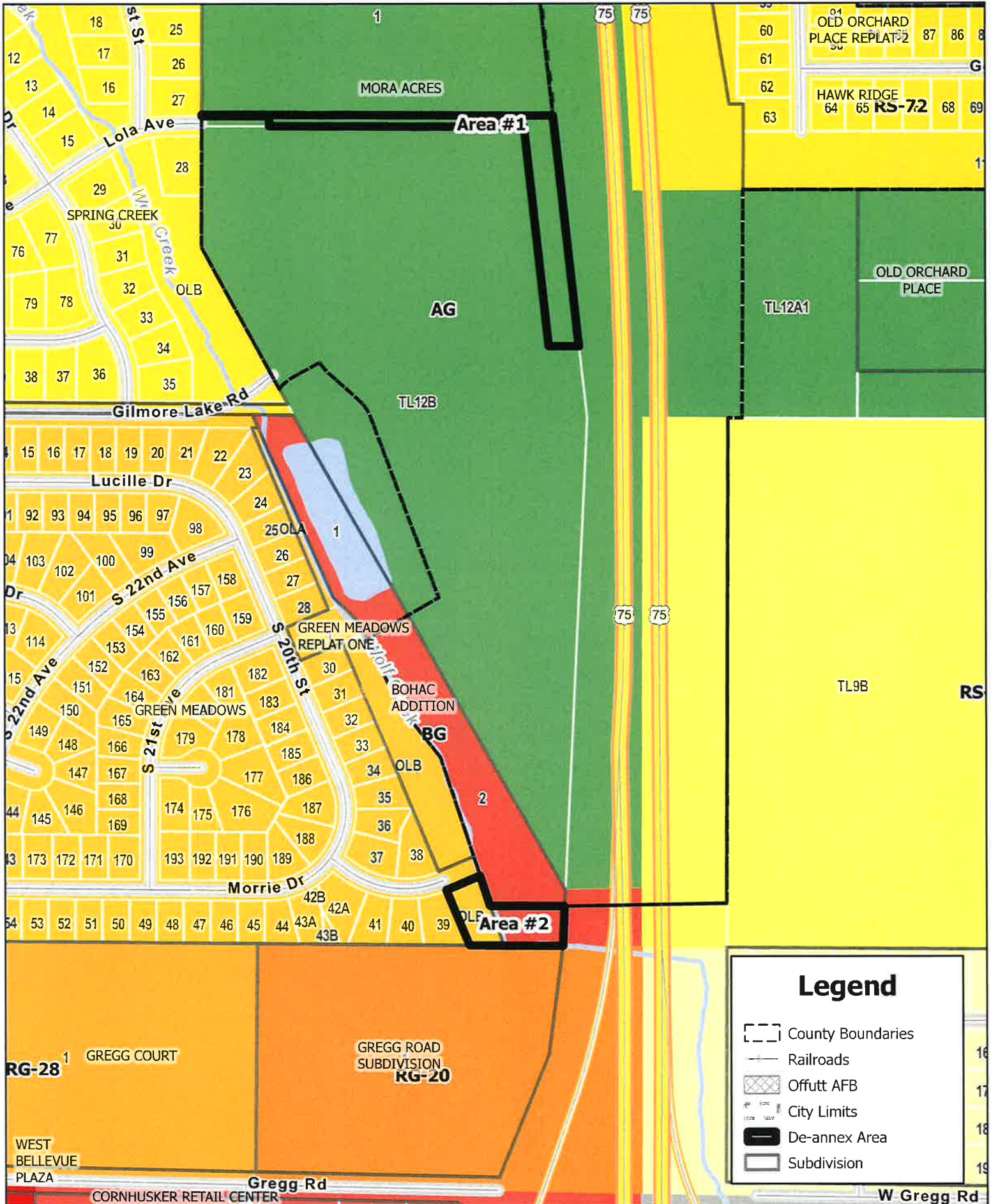
**Legal Descriptions:**  
**Area #2**  
 Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and  
 South 100 ft of Lot 2 Bohac Addition, a subdivision located in Sarpy County, Nebraska

**Legend**

- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area

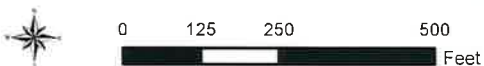


# Current Zoning

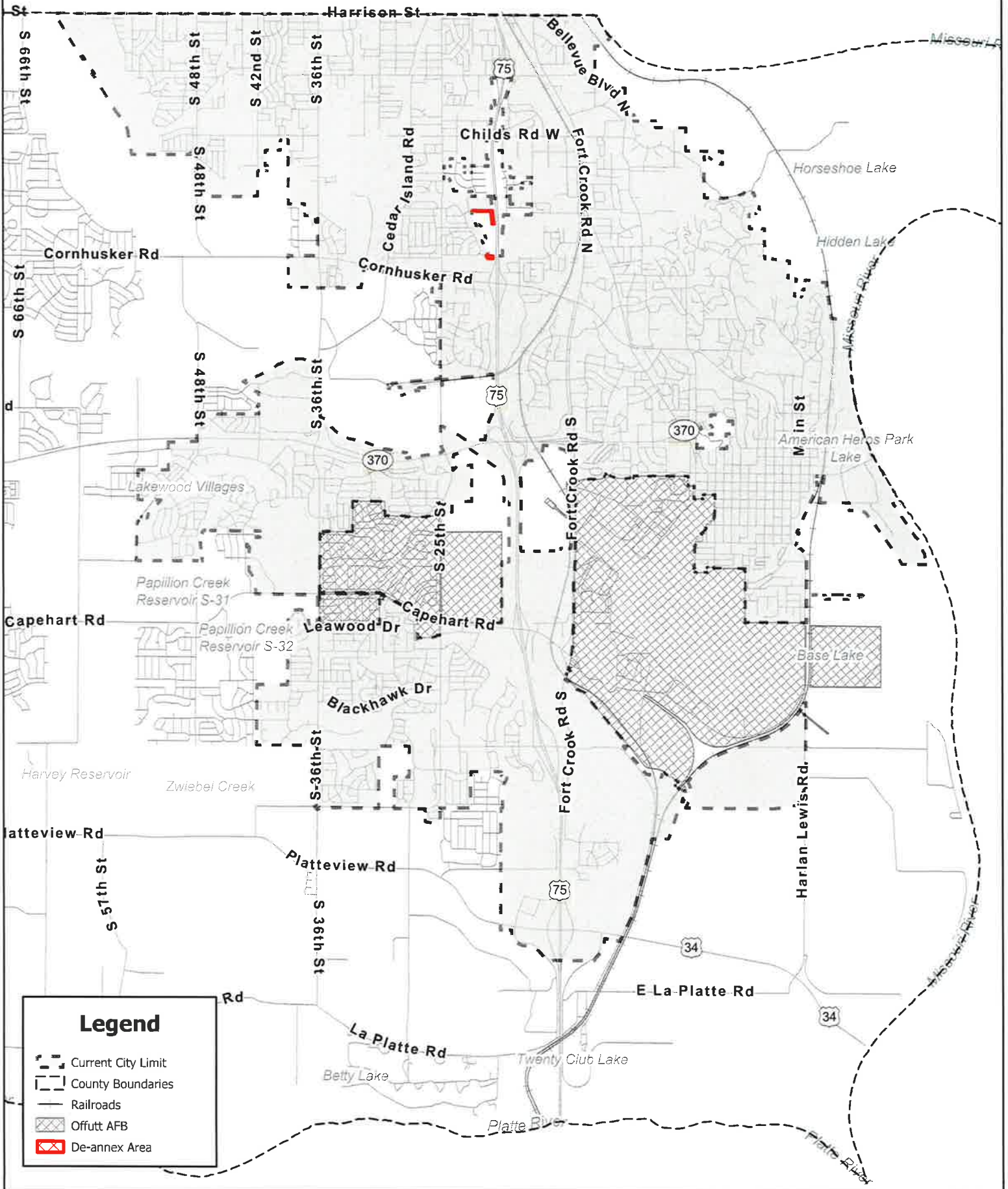


### Legend

- County Boundaries
- Railroads
- Offutt AFB
- City Limits
- De-annex Area
- Subdivision



# City Limits Before De-Annexation

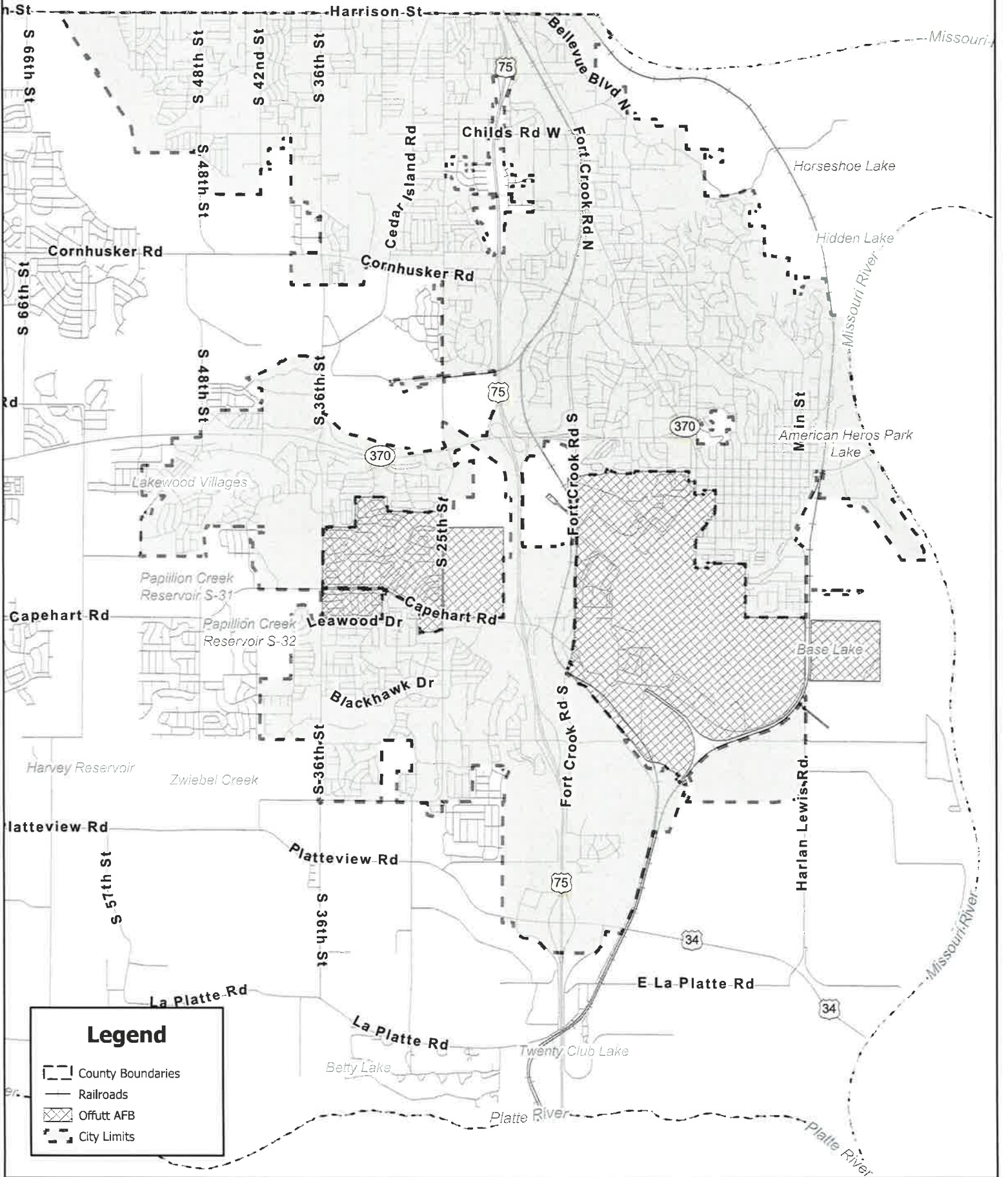


**Legend**

- Current City Limit
- County Boundaries
- Railroads
- Offutt AFB
- De-annex Area



# City Limits After De-Annexation



**Legend**

- County Boundaries
- Railroads
- Offutt AFB
- City Limits



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a.  
5/5/2026

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to amend Sections 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to remove self-storage facilities as a permitted use and require a conditional use permit in the Flex (FX), Light Manufacturing (ML), and Heavy Manufacturing (MH) zoning districts.

SYNOPSIS/BACKGROUND:

Staff is recommending an amendment to the the zoning ordinance to remove self-storage facilities as permitted uses in FX, ML, and MH, instead, allowing self-storage facilities by approval of a conditional use permit (CUP). As a CUP, these requests would have a public hearing before Planning Commission and City Council. Requiring a CUP for self-storage will allow greater oversight and decision-making authority over proposed development areas, particularly along key commercial and industrial corridors where developable land is limited, in high demand, vital to the community, and critical to supporting long-term economic growth.

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 DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4216"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #'s: 191

CITY COUNCIL HEARING DATE: May 19, 2026

REQUEST: to amend Sections 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to remove self-storage facilities as a permitted use and require a conditional use permit in the FX, ML, and MH zoning districts.

On April 23, 2026, the City of Bellevue Planning Commission voted six yes, zero no, three absent, and zero abstained:

**APPROVAL** of amendment as presented.

VOTE:

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

Planning Commission Hearing was held on: April 23, 2026



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

## MEMORANDUM

TO: City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: April 27, 2026

RE: Amendment to Sections 5.26, 5.27, and 5.28 in FX, ML, and MH regarding self-storage

City Administration has reviewed the current City of Bellevue Zoning Ordinance regarding self-storage facilities. Under the existing zoning regulations, self-storage facilities are permitted by right in the Flex (FX), Light Manufacturing (ML), and Heavy Manufacturing (MH) zoning districts. Currently, the development of self-storage facilities may proceed without review and recommendation by the Planning Commission and final approval by the City Council, provided they meet all applicable requirements of the zoning ordinance.

Staff is recommending the zoning ordinance be amended to remove self-storage facilities as permitted uses in FX, ML and MH, instead, allowing self-storage facilities by approval of a conditional use permit (CUP). As a conditional use permit, the request would have a public hearing before both the Planning Commission and City Council through a site plan approval process. The permit would have a recommendation from the Planning Commission and would be issued by the City Council. The CUP would authorize the recipient to make conditional use of the property in accordance with the provisions of this ordinance and any additional conditions placed upon or required by said permit. Such permit runs with the land, provided there are no violations to the approved permit.

Requiring a CUP for self-storage will allow greater oversight and decision-making authority over the proposed development area, particularly along key commercial and industrial corridors where developable land is limited, in high demand, vital to the community, and critical to supporting long-term economic growth. The city would also have control over building design and whether the proposed development would align with the surrounding area. This would be beneficial as self-storage facilities generate lower employment and economic activity compared to other permitted-use developments in the FX, ML, and MH zoning districts.

Requiring a conditional use permit for self-storage facilities in the FX, ML, and MH zoning districts ensures development decisions along key corridors are consistent with long-term planning and economic

development. Approval of this amendment would provide control over the use of the city's limited, developable, land supply.

As such, staff is recommending the following amendments to Sections 5.26, 5.27, and 5.28:

### **Section 5.26 FX Flex Space District**

**5.26.01 Intent:** This zone provides for a variety of commercial, retail, and industrial uses. The flex space district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public, and light industrial.

#### **5.26.02 Permitted Uses:**

The following principal uses are permitted in the FX District.

1. Building materials yards with enclosed and screened storage areas.
2. Business parks and services.
3. Call center.
4. Car wash.
5. Commercial parking lots.
6. Commercial recreation facilities, indoor and outdoor.
7. Construction and contractor storage yards.
8. Convenience store with limited fuel sales.
9. Facilities for building construction contractors.
10. Garden supply and retail garden center.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Highway maintenance yards or buildings.
14. Laboratories.
15. Landscape and horticultural services.
16. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
17. Logistical center.
18. Lumber and other building materials dealer
19. Manufacture and assembly of electrical and electronic appliances.
20. Manufacture of light sheet metal products including heating and ventilation equipment.
21. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
22. Parks and recreation.
23. Printing and publishing business.
24. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
25. Railroad through and spur tracks.
26. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses. (*Ord. 3990, April 21, 2020*)
27. Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:

- A. Antique store
- B. Automobile parts and supply store
- C. Bicycle shop
- D. Communication services
- E. Dairy products sales
- F. Dance studios, not including those classified under Sexually Oriented Business
- G. Dry cleaning and laundry pickup
- H. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
- I. Furniture store or showroom
- J. Gunsmith
- K. Hardware store
- L. Health Clubs, exercise, fitness and tanning salons, not including uses defined under Sexually Oriented Business
- M. Hobby and craft store
- N. Locksmith
- O. Outlet retail store
- P. Paint store
- Q. Pet shop, provided that all facilities are fully enclosed.
- R. Secondhand stores
- S. Social club and fraternal organizations, not including uses defined under Sexually Oriented Business
- T. Telephone answering service
- U. Telephone exchange

- ~~28. Self-service storage facilities, provided they meet the following restrictions:~~
  - ~~A. Lot Standards: All space limits as specified in the FX Zone shall be followed.~~
  - ~~B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.~~
  - ~~C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.~~
  - ~~D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.~~
  - ~~E. Parking/Loading:~~
    - ~~Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.~~
    - ~~Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.~~
  - ~~F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.~~
  - ~~G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.~~
  - ~~H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.~~

~~I. Special and vocational educational and training facilities.~~

28. Stone and monument work.
29. Totally enclosed, automated and conveyor-style car washes.
30. Toy and sporting goods store.
31. Veterinarian services or animal hospitals.
32. Warehouses and wholesale businesses.

**5.26.03 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 FX District as recommended by the Planning Commission and approved by the City Council.

1. Amusement parks.
2. Auction Sales.
3. Automotive rental / leasing and other heavy equipment rental.
4. Automotive sales and repair service, including recreational vehicles such as boats and campers
5. Bowling center.
6. Cabinetry millwork
7. Commercial greenhouse.
8. Construction and heavy equipment sales and service.
9. Farm implement sales and service.
10. Fertilizer transmission lines.
11. Home Improvement Center; provided that the following minimum standards are present:
  - A. All lumber shall be enclosed with the primary structure.
  - B. All year-round landscaping materials shall be enclosed within the primary structure.
12. Hotels and Motels
13. Kennels and stables
14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary, as an accessory to permitted use
15. Mail order services.
16. Microbreweries and brew pubs.
17. Outdoor storage, subject to the following requirements:
  - A. A landscape buffer shall be provided subject to the approval of the zoning administrator.
  - B. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
  - C. All outdoor storage areas shall be screened by a fence or wall or a combination of both and shall be located to the rear of the landscape buffer.
18. Radio, television and communication towers and transmitters, as per Section 8.05.
19. Recreational establishments.
20. Recycling collection and processing facilities, both public and private.
21. Research facilities.
22. Self-service storage facilities, provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district.

Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.

- D. Storage Restrictions: All storage on the site must be within Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
- E. Parking/Loading:
  - Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
  - Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
- F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.
- G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
- I. Special and vocational educational and training facilities.

23. Truck Stops.

24. Utility substations, terminal facilities, and reservoirs.

**5.26.04 Permitted Accessory Uses:**

- 1. Accessory uses for commercial or light industrial (flex) development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.10.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.26.05 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet front yard setback required only when no parking is present in the front yard. If parking is located in the front yard, then front yard setback is a minimum of 50 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

**5.26.06 Miscellaneous Provisions:**

- 1. Off-street parking and loading shall be provided for all uses established in this zone.
- 2. All parking and storage of vehicles, boats, campers, and trailers shall be in conformance with Sections 8.01-8.03.
- 3. All signage shall be in conformance with Article 7.
- 4. All buildings shall conform to building design regulations in Section 8.12.
- 5. All landscaping shall be in conformance with Article 9.

5. When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within 15 feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Article 9.
7. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
8. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
9. No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling.
10. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
11. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

### **Section 5.27 ML Light Manufacturing District**

**5.27.01 Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

#### **5.27.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services - administrative facilities.
14. Governmental services- maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.

19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.
  - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district.

Containers shall be labeled if combustible materials are being stored.

33. Printing services when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
37. Recycling collection and processing facilities, both public and private.  
*(Ord. No. 4053, Oct. 5, 2021)*
- ~~38. Self service storage facilities, provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
  - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
  - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - H. Drive Lanes: Minimum drive land width shall be twenty four (24) feet.
  - I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. *(Ord. No. 3888, Dec. 11, 2017)*~~
38. Special and vocational educational and training facilities.
39. Stone and monument work.
40. Trucking terminals containing four or less loading or transfer bays.
41. Upholstery shops.
42. Veterinary Services.
43. Warehouses and storage of non-hazardous goods provided storage be inside building.

#### 5.27.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
2. Commercial/Utility grade SCS, subject to Section 8.07. *(Ord No. 4055, Oct 5, 2021)*
3. Communication Towers meeting the requirements as set forth in Section 8.05.

4. **Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)**
5. Self-service storage facilities, provided they meet the following restrictions :
  - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
  - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
  - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)

**5.27.04 Specifically Excluded Uses:**

1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
  - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
  - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
  - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
  - D. Motels, hotels, and mobile home parks.
  - E. Public, parochial, and private schools and colleges, except trade schools.
  - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

**5.27.05 Permitted Accessory Uses:**

1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.

2. Residential and small wind energy systems, subject to Section 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.27.06 Space Limits:**

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

**5.27.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9.
5. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**Section 5.28 MH Heavy Manufacturing District**

**5.28.01 Intent.** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

**5.28.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for

- electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
  7. Dry cleaning, laundry, and dyeing plants.
  8. Feed and seed store.
  9. Garages for the storage of automobiles.
  10. Garden supply including nursery stock.
  11. Gasoline stations.
  12. Governmental services – administrative facilities.
  13. Governmental services – maintenance and service facilities.
  14. Greenhouses, commercial; nursery stock sales yards.
  15. Heavy auto repair services.
  16. Highway maintenance yards or buildings.
  17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
  18. Laboratories.
  19. Light auto repair services.
  20. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
  21. Manufacture and assembly of electrical and electronic appliances.
  22. Manufacture of light sheet metal products including heating and ventilation equipment.
  23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
  24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
  25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
  26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
  27. Marine sales and services but excluding the storage or salvage of boats.
  28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
  29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
  30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
    - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
    - B. No stacking of containers shall be permitted.
    - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
    - D. Containers may not encroach into a drainage way or required landscaped area.

- E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
- 31. Printing services when mechanical operation is not visible from a street.
  - 32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
  - 33. Radio and television stations, except transmission towers over 35 feet high.
  - 34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
  - 35. Recycling Collection and processing facilities, both public and private. (*Ord. No. 4053, Oct 5, 2021*)
  - ~~36. Self-service storage facilities provided they meet the following restrictions:~~
    - ~~A. Lot Standards: All space limits as specified in the MH Zone shall be followed.~~
    - ~~B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.~~
    - ~~C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.~~
    - ~~D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.~~
    - ~~E. Parking/Loading:~~
      - ~~Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.~~
      - ~~Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.~~
    - ~~F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.~~
    - ~~G. Landscaping/Fencing: Landscaping shall be provided in accordance~~

~~with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.~~

~~H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (Ord. No. 3888, Dec. 11, 2017)~~

- 37. Stone and monument work.
- 38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. (Ord. No. 4027, March 2, 2021)
- 39. Temporary batch plants, not to exceed 36 months of operation. (Ord. No. 4027, March 2, 2021)
- 40. Truck wash.
- 41. Trucking terminals containing in excess of four loading or transfer bays.
- 42. Veterinary Services, including livestock.
- 43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
- 44. Yards for the sale, transfer, and temporary holding of livestock. (Ord. No. 3840, Feb. 8, 2016)

#### 5.28.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
- 2. Commercial/Utility grade SCS, subject to Section 8.07 (Ord. No. 4055, Oct 5, 2021)
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Meat packing, slaughtering, eviscerating, and skinning.
- 5. Permanent batch plants for concrete, asphalt, or paving material.
- 6. Permanent recycling plant for concrete, asphalt, or paving material. (Ord. No. 4027, March 2, 2021).
- 7. Poultry killing, plucking, and dressing when such operations are such size as to employ in excess of 3 persons.
- 8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
- 9. Rendering of by-products of slaughtering and killing of animals or poultry.
- 10. Self-service storage facilities provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
    - Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
    - Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - G. Landscaping/Fencing: Landscaping shall be provided in accordance with

the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.

- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
- 11. Special and vocational educational and training facilities.
- 12. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
- 13. The bulk storage of flammable or noxious gasses above or below ground.

**5.28.04 Specifically Excluded Uses:**

- 1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
  - A. Any use which cannot meet the performance standards set forth herein.
  - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
  - C. Schools and colleges, except trade schools.
  - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
  - E. Motels, hotels and mobile home parks.
  - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

**5.28.05 Permitted Accessory Uses:**

- 1. Buildings and uses customarily incidental to the permitted uses.
- 2. Residential and small wind energy systems, subject to Section 8.10.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.28.06 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 50 percent.

**5.28.07 Miscellaneous Provisions:**

- 1. Buildings and uses customarily incidental to the permitted uses
- 2. Parking as required by Sections 8.01-8.03.
- 3. Signs as permitted in Article 7.
- 4. Landscaping as required by Article 9
- 5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**PLANNING DEPARTMENT RECOMMENDATION:**

APPROVAL of the amendment as presented.

**PLANNING COMMISSION RECOMMENDATION:**

APPROVAL of the amendment as presented.

AN ORDINANCE TO AMEND SECTIONS 5.26, 5.27, and 5.28 OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING REQUIRING A CONDITIONAL USE PERMIT FOR SELF-STORAGE FACILITIES IN THE FX, ML, AND MH ZONING DISTRICTS; 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:

Section 1. That Section 5.26 of Ordinance No. 4146 hereby amended to read as follows:

**Section 5.26 FX Flex Space District**

**5.26.01 Intent:** This zone provides for a variety of commercial, retail, and industrial uses. The flex space district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public, and light industrial.

**5.26.02 Permitted Uses:**

The following principal uses are permitted in the FX District.

1. Building materials yards with enclosed and screened storage areas.
2. Business parks and services.
3. Call center.
4. Car wash.
5. Commercial parking lots.
6. Commercial recreation facilities, indoor and outdoor.
7. Construction and contractor storage yards.
8. Convenience store with limited fuel sales.
9. Facilities for building construction contractors.
10. Garden supply and retail garden center.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Highway maintenance yards or buildings.
14. Laboratories.
15. Landscape and horticultural services.
16. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
17. Logistical center.
18. Lumber and other building materials dealer
19. Manufacture and assembly of electrical and electronic appliances.
20. Manufacture of light sheet metal products including heating and ventilation equipment.
21. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
22. Parks and recreation.
23. Printing and publishing business.
24. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
25. Railroad through and spur tracks.
26. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses. (*Ord. 3990, April 21, 2020*)
27. Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
  - A. Antique store
  - B. Automobile parts and supply store
  - C. Bicycle shop
  - D. Communication services
  - E. Dairy products sales

- F. Dance studios, not including those classified under Sexually Oriented Business
- G. Dry cleaning and laundry pickup
- H. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
- I. Furniture store or showroom
- J. Gunsmith
- K. Hardware store
- L. Health Clubs, exercise, fitness and tanning salons, not including uses defined under Sexually Oriented Business
- M. Hobby and craft store
- N. Locksmith
- O. Outlet retail store
- P. Paint store
- Q. Pet shop, provided that all facilities are fully enclosed.
- R. Secondhand stores
- S. Social club and fraternal organizations, not including uses defined under Sexually Oriented Business
- T. Telephone answering service
- U. Telephone exchange
- 28. Stone and monument work.
- 29. Totally enclosed, automated and conveyor-style car washes.
- 30. Toy and sporting goods store.
- 31. Veterinarian services or animal hospitals.
- 32. Warehouses and wholesale businesses.

**5.26.03 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 FX District as recommended by the Planning Commission and approved by the City Council.

1. Amusement parks.
2. Auction Sales.
3. Automotive rental / leasing and other heavy equipment rental.
4. Automotive sales and repair service, including recreational vehicles such as boats and campers
5. Bowling center.
6. Cabinetry millwork
7. Commercial greenhouse.
8. Construction and heavy equipment sales and service.
9. Farm implement sales and service.
10. Fertilizer transmission lines.
11. Home Improvement Center; provided that the following minimum standards are present:
  - A. All lumber shall be enclosed with the primary structure.
  - B. All year-round landscaping materials shall be enclosed within the primary structure.
12. Hotels and Motels
13. Kennels and stables
14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary, as an accessory to permitted use
15. Mail order services.
16. Microbreweries and brew pubs.
17. Outdoor storage, subject to the following requirements:
  - A. A landscape buffer shall be provided subject to the approval of the zoning administrator.
  - B. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
  - C. All outdoor storage areas shall be screened by a fence or wall or a combination of both and shall be located to the rear of the landscape buffer.
18. Radio, television and communication towers and transmitters, as per Section 8.05.
19. Recreational establishments.
20. Recycling collection and processing facilities, both public and private.
21. Research facilities.
22. Self-service storage facilities, provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.

- C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
- D. Storage Restrictions: All storage on the site must be within Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
- E. Parking/Loading:
  - Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
  - Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
- F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.
- G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
  - I. Special and vocational educational and training facilities.

23. Truck Stops.

24. Utility substations, terminal facilities, and reservoirs.

**5.26.04 Permitted Accessory Uses:**

- 1. Accessory uses for commercial or light industrial (flex) development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.10.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.26.05 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet front yard setback required only when no parking is present in the front yard. If parking is located in the front yard, then front yard setback is a minimum of 50 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

**5.26.06 Miscellaneous Provisions:**

- 1. Off-street parking and loading shall be provided for all uses established in this zone.
- 2. All parking and storage of vehicles, boats, campers, and trailers shall be in conformance with Sections 8.01-8.03.
- 3. All signage shall be in conformance with Article 7.
- 4. All buildings shall conform to building design regulations in Section 8.12.
- 5. All landscaping shall be in conformance with Article 9.
- 5. When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within 15 feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Article 9.
- 7. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
- 8. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 9. No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or

- electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling.
- 10. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
- 11. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**S**ection 2. That Section 5.27 of Ordinance No. 4146 hereby amended to read as follows:

**Section 5.27 ML Light Manufacturing District**

**5.27.01 Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

**5.27.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services - administrative facilities.
14. Governmental services- maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.

- C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
- 33. Printing services when mechanical operation is not visible from a street.
  - 34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
  - 35. Radio and television stations, except transmission towers over 35 feet high.
  - 36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
  - 37. Recycling collection and processing facilities, both public and private. *(Ord. No. 4053, Oct. 5, 2021)*
  - 38. Special and vocational educational and training facilities.
  - 39. Stone and monument work.
  - 40. Trucking terminals containing four or less loading or transfer bays.
  - 41. Upholstery shops.
  - 42. Veterinary Services.
  - 43. Warehouses and storage of non-hazardous goods provided storage be inside building.

**5.27.03 Conditional Uses:**

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
- 2. Commercial/Utility grade SCS, subject to Section 8.07. *(Ord No. 4055, Oct 5, 2021)*
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Indoor Firing Range *(Ord. No. 3698, Feb. 11, 2013)*
- 5. Self-service storage facilities, provided they meet the following restrictions :
  - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
  - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
  - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.

- H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
- I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
- J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)

**5.27.04 Specifically Excluded Uses:**

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
  - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
  - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
  - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
  - D. Motels, hotels, and mobile home parks.
  - E. Public, parochial, and private schools and colleges, except trade schools.
  - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

**5.27.05 Permitted Accessory Uses:**

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.10.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.27.06 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

**5.27.07 Miscellaneous Provisions:**

- 1. Buildings and uses customarily incidental to the permitted uses
- 2. Parking as required by Sections 8.01-8.03.
- 3. Signs as permitted in Article 7.
- 4. Landscaping as required by Article 9.
- 5. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
- 6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
- 8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of

- vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**S**ection 3. That Section 5.28 of Ordinance No. 4146 hereby amended to read as follows:

**Section 5.28 MH Heavy Manufacturing District**

**5.28.01 Intent.** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

**5.28.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.

- C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
- 31. Printing services when mechanical operation is not visible from a street.
  - 32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
  - 33. Radio and television stations, except transmission towers over 35 feet high.
  - 34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
  - 35. Recycling Collection and processing facilities, both public and private. *(Ord. No. 4053, Oct 5, 2021)*
  - 36. Stone and monument work.
  - 37. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. *(Ord. No. 4027, March 2, 2021)*
  - 38. Temporary batch plants, not to exceed 36 months of operation. *(Ord. No. 4027, March 2, 2021)*
  - 39. Truck wash.
  - 40. Trucking terminals containing in excess of four loading or transfer bays.
  - 41. Veterinary Services, including livestock.
  - 42. Warehouses and storage of non-hazardous goods, provided storage is inside building.
  - 43. Yards for the sale, transfer, and temporary holding of livestock. *(Ord. No. 3840, Feb. 8, 2016)*

**5.28.03 Conditional Uses:**

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
- 2. Commercial/Utility grade SCS, subject to Section 8.07 *(Ord. No. 4055, Oct 5, 2021)*
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Meat packing, slaughtering, eviscerating, and skinning.
- 5. Permanent batch plants for concrete, asphalt, or paving material.
- 6. Permanent recycling plant for concrete, asphalt, or paving material. *(Ord. No. 4027, March 2, 2021).*
- 7. Poultry killing, plucking, and dressing when such operations are such size as to employ in excess of 3 persons.
- 8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
- 9. Rendering of by-products of slaughtering and killing of animals or poultry.
- 10. Self-service storage facilities provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual

- storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
- D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
    - Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
    - Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
11. Special and vocational educational and training facilities.
  12. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
  13. The bulk storage of flammable or noxious gasses above or below ground.

**5.28.04 Specifically Excluded Uses:**

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
  - A. Any use which cannot meet the performance standards set forth herein.
  - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
  - C. Schools and colleges, except trade schools.
  - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
  - E. Motels, hotels and mobile home parks.
  - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

**5.28.05 Permitted Accessory Uses:**

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.28.06 Space Limits:**

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

**5.28.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be

stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.

8. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**S**ection 4. That Sections 2.04 and 5.05.03 of Ordinance No. 4146, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

**S**ection 5. 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

**13b.**  
**5/5/2026**

COUNCIL MEETING DATE: <b>MAY 5, 2026</b>		SUBMITTED BY: <b>CITY 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:**

**ESTABLISH THE BELLEVUE MUSEUM.**

**SYNOPSIS/BACKGROUND:**

Due to recent events involving the Sarpy County Historical Society, it is in the best interests of the City that a City Museum be established in the City. Such City museum which shall forever be kept and maintained by the City and, shall be known as the Bellevue Museum. The museum shall be managed and controlled by the museum board under the general direction of the Mayor and City Council.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

**RECOMMENDATION:**

**APPROVE & AUTHORIZE MAYOR TO SIGN AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE III, SECTIONS 21-38 TO 21- 48 TO HEREBY ESTABLISH IN THE CITY A MUSEUM WHICH SHALL FOREVER BE KEPT AND MAINTAINED BY THE CITY, AND SHALL BE KNOWN AS THE BELLEVUE MUSEUM.**

**ATTACHMENTS:**

1. <input type="text" value="Ordinance 4217"/>	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 lines]*

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE III, SECTIONS 21-38 TO 21- 48 TO HEREBY ESTABLISH IN THE CITY A MUSEUM WHICH SHALL FOREVER BE KEPT AND MAINTAINED BY THE CITY, AND SHALL BE KNOWN AS THE BELLEVUE MUSEUM; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Chapter 21, Article 3, Section 21-38 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-38 ESTABLISHED; MANAGEMENT AND CONTROL; PURCHASE OF BOOKS, EXHIBITS, ETC.; BUDGET.**

a. There is hereby established in the City a museum which shall forever be kept and maintained by the City and, shall be known as the Bellevue Museum. The museum shall be managed and controlled by the museum board under the general direction of the Mayor and City Council.

b. Under the general program planned for each municipal year, as recommended by the museum board and approved by the Mayor and City Council, and always within that part of the museum fund budgeted for museum maintenance, the museum director may purchase papers, books, manuscripts and works of art and objects of natural and scientific curiosity and instruction therefor. There shall be included in the annual budget and the annual appropriation bill each year such provision for the maintenance and support of the museum as the council shall deem necessary; when any funds are raised by virtue of a special tax or levy for museum purposes, such funds shall be credited to and expended from the museum development fund.

**Section 2.** That Chapter 21, Article 3, Section 21-39 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-39 MUSEUM BOARD—COMPOSITION; APPOINTMENT; TERM OF OFFICE; COMPENSATION; FILLING VACANCIES IN OFFICE.**

The Mayor, with the approval of the City Council, shall appoint a museum Board of eight members, to be chosen from the citizens at large. The museum board shall be known as the Bellevue Historical Society Board. Neither the Mayor nor any member of the City Council shall be a member of the museum Board. The terms of office for members of the Board shall be staggered and be for terms of four years, with two members being appointed each year for a four-year term. In case of vacancies, the Mayor, with approval of City Council, shall have the power to fill the vacancy for the unexpired term. Appointments shall be made at the last regular meeting of the city council in June of each year.

**Section 3.** That Chapter 21, Article 3, Section 21-40 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-40 MUSEUM BOARD—OFFICERS; QUORUM; POWERS.**

The museum Board shall, at their first regular meeting in August of each year, organize by electing one of their members as president, another as secretary, and such other officers as may be necessary. Four members of the museum Board shall constitute a quorum. The museum Board shall recommend the adoption of such rules and regulations for the governance of the museum as may be appropriate, subject to the review and approval of the Mayor and City Council. These rules and regulations may include the renting of museum building areas, and rules affecting the supervision, care and custody of any room or museum property, as well as rules providing for the exclusion from the use of the museum by anyone who shall willfully violate or refuse to comply with the rules and regulations established for the governance of the museum. In addition, the museum director and museum Board shall have exclusive control of the museum collection and exhibits, and the films and programming offered to patrons of the museum. The museum Board shall recommend the expenditure of all the money collected or donated to the credit of the museum, which expenditure shall be approved by the Mayor and City Council.

**Section 4.** That Chapter 21, Article 3, Section 21-41 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-41 MUSEUM DIRECTOR.**

The museum director shall be appointed by the Mayor with the approval of the City Council. Compensation for the museum director shall be approved by the Mayor and City Council and included in the City's annual salary schedule approved as part of the City's annual municipal budget.

**Section 5.** That Chapter 21, Article 3, Section 21-42 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-42 AMENDMENT OF RULES, REGULATIONS, ETC.**

Any rules or regulations established by the museum Board for the governance of the museum may be amended by the Mayor and City Council.

**Section 6.** That Chapter 21, Article 3, Section 21-43 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-43 ADMISSIONS CHARGES**

The museum Board, with the approval of the Mayor and City Council may establish such admission charges to the museum as the Board deems reasonable. Any money collected by virtue of admission charges shall be placed in the general fund of the City.

**Section 7.** That Chapter 21, Article 3, Section 21-44 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-44 COLLECTION OF PENALTIES.**

Penalties imposed or accrued by any rule or regulation of the museum Board may be recovered in a civil action before any court having jurisdiction. Such action shall be instituted in the name of the City, and money collected in such actions shall be forthwith placed in the general fund of the City.

**Section 8.** That Chapter 21, Article 3, Section 21-45 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-45 DONATIONS.**

Any person or entity may make a donation of money, land or property for the benefit of the museum, and the title to the property donated may be made to and shall vest in the city to be used for museum purposes, and such property shall thereafter be exempt from taxation. All real estate or interest in real estate donated or devised to the museum for the benefit of the museum may be sold and disposed of in the manner provided by law.

**Section 9.** That Chapter 21, Article 3, Section 21-46 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-46 DISPOSITION OF FUNDS, TAXES, ETC.**

All taxes levied or collected other than those derived from the city's general levy, and all funds donated or in any way acquired for the erection, maintenance or support of the museum, shall be deposited and kept in the City's general fund. The City may appropriate such funds as it deems necessary for the proper administration and functioning of the Board. The City Administrator, or their designee, shall provide administrative support to Board.

**Section 10.** That Chapter 21, Article 3, Section 21-47 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-47 DISPOSITION OF RECEIPTS GENERALLY.**

All money received by the City, museum Board, the museum director or by any of their assistants from any source for the use or support thereof shall be paid over monthly to the City Treasurer.

**Section 11.** That Chapter 21, Article 3, Section 21-48 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-48 ANNUAL REPORT.**

The museum Board shall, on or before the first Tuesday in November of each year, make a report to the Mayor and City Council on the condition of the museum as of the last day of September each year, including the number of visitors to the museum for the previous year and such other statistics, information and suggestions as may be deemed of general interest or as the City Council may require.

**Section 12.** That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/05/2026		SUBMITTED BY: City Clerk/Directors	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution to amend the Master Fee Schedule regarding fees in various department and cleaning up of language.

SYNOPSIS/BACKGROUND:

Various city departments review fees on a regular basis. Based on those reviews, the attached updates are requested.

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 Resolution No. 2026-08 updating the Master Fee Schedule.

ATTACHMENTS:

1. <input type="text" value="Res. No. 2026-08 (Red Line Version)"/>	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:

*Christine Potholka*  
*Jason [Signature]*  
*Aug 7 [Signature]*

**RESOLUTION NO. ~~2025-18~~ 2026-08**

**WHEREAS**, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

**WHEREAS**, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

**WHEREAS**, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. ~~2025-07~~ ~~2025-18~~ passed ~~May 6, 2025~~ ~~September 2, 2025~~, is amended as follows:

**MASTER FEE SCHEDULE**

**BUILDING & USE FEES**

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

**Building Permit**

Building, Plumbing, Mechanical  
Electrical and Grading

1997 Uniform Administrative Code fees as  
amended

Penalty Fee

4x regular permit fee

**BUILDING & USE FEES (Continued)**

Refund Policy Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code;  
NO refund will be given after 180 days

Pre-connect deposit fees	\$500
Penalty Fee 2 <sup>nd</sup> revocation	\$1,500
Penalty Fee 3 <sup>rd</sup> revocation	\$5,000

Papio Creek and South Sarpy Watershed Partnership Fees

**July 1, 2025 – June 30, 2026**

Single Family Residential –includes low density multi- family up to a 4-plex per dwelling unit	\$1090
High Density Multi-family Residential – greater than a 4-plex	\$4795
Commercial/Industrial/Industrial per gross acre	\$5812

**July 1, 2026– June 30, 2027**

Single Family Residential –includes low density multi- family up to a 4-plex per dwelling unit	\$1122
High Density Multi-family Residential – greater than a 4-plex	\$4939
Commercial/Industrial/Industrial per gross acre	\$5986

**July 1, 2027– June 30, 2028**

Single Family Residential –includes low density multi- family up to a 4-plex per dwelling unit	\$1156
High Density Multi-family Residential – greater than a 4-plex	\$5087
Commercial/Industrial/Industrial per gross acre	\$ 6166

**July 1, 2028– June 30, 2029**

Single Family Residential –includes low density multi- family up to a 4-plex per dwelling unit	\$1191
High Density Multi-family Residential – greater than a 4-plex	\$5240
Commercial/Industrial/Industrial per gross acre	\$ 6351

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. **Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.**

Plan Review Fee (New Construction)  
Commercial 25% of building permit fee

**BUILDING & USE FEES (Continued)**

Demolition of Building Permit (\$25,000 bond for each)	
Residential accessory structures less than 1200 square feet	\$40
One- and two-family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

**FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES**

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

**CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR**

License Fees	
Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal

**CITY LICENSE PLUMBING;MECHANICAL; SEWER; CONTRACTOR (Continued)**

Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months
Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$80

**CITY LICENSE PLUMBING;MECHANICAL; SEWER; CONTRACTOR (Continued)**

Single Family Siding Permits \$25

**SIDEWALK WAIVERS**

Request for Waiver (sidewalk construction/repair) \$30

**STREET CUT**

Fee for street cut \$49 per sq. ft. up to 6' deep with an additional 10% per foot over 6'

Winter Charge additional 10% for street cuts from November 15<sup>th</sup> to April 1st

**FIRE AND RESCUE SQUAD FEES**

Basic Life Support, Non-Emergency (BLS) \$ 365.00

Basic Life Support, Emergency (BLS-Emergency) \$ 750.00

Advanced Life Support, Non-Emergency (ALS) \$ 475.00

Advanced Life Support, Emergency Level I (ALS1) \$ 850.00

Advanced Life Support, Emergency Level 2 (ALS2) \$1050.00

Specialty Care Transport (SCT) \$765.00

Treat and Release \$ 75.00

Mileages (loaded miles) \$ 18.00

Haz-Mat Fees Fee based on material, equipment and manpower per call

EMS Patient Care Report \$ 20.00 handling fee + .50 per page copying fee

**NON-EMERGENCY FIRE AND RESCUE SQUAD FEES**

**MULTIPLE/FREQUENT REFUSALS/LIFT ASSISTS**

1<sup>ST</sup> Weekly Call Per Patient will be FREE

2<sup>nd</sup> Call for Same Patient, In Same Week, will be \$ 400.00

3<sup>rd</sup> Call and Each Subsequent Call for Same Patient, within the Same Week will be \$ 500.00

Should a Facility Call for a Lift Assist or a Call that Results in a Refusal, the Facility will be billed \$ 400.00 Per Patient.

## **FIRE TRAINING FACILITY FEES**

**\*Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

<b>Training Tower Only</b>	<b>TMA Fee/Public Fee</b>
1-4 Hour Scheduled Event	\$200.00/\$300.00
1-8 Hour Scheduled Event	\$400.00/\$600.00
1 Observer	Included/Included
*Plus Consumable Material Used	
<b>Training Tower and Fire Simulator</b>	<b>TMA/ Public Fee</b>
1-4 Hour Scheduled Event	\$400.00/\$800.00
1-8 Hour Scheduled Event	\$800.00/\$1,600.00
Natural Gas	Included/Included
1-Gas/Tower Operator	Included/Included
 Additional Gas Operator	 \$50/Hr/\$65/Hr
<b>Confined Space</b>	<b>TMA Fee/Public Fee</b>
1-4 Hour Scheduled Event	\$400.00/\$600.00
1-8 Hour Scheduled Event	\$800.00/\$1,200.00
1 Observers	Included/Included
<b>Driving Area</b>	<b>TMA Fee/Public Fee</b>
1-4 Hour Scheduled Events	\$200.00/\$200.00
1-8 Hour Scheduled Events	\$400.00/\$400.00
1 Observer	Included/Included
Cones	Included/Included
<b>Extrication Area</b>	<b>TMA Fee/Public Fee</b>
1-4 Hour Scheduled Events Per Year	\$200.00/\$200.00
1 Observer	Included/Included
Each Vehicle	\$100.00/\$100.00
<b>Classroom Area</b>	<b>TMA Fee/Public Fee</b>
Room 1	
1-4 Hour Scheduled Event	\$300.00/\$300.00
1-8 Hour Scheduled Event	\$600.00/\$600.00
Room 2 or Room 3	
1-4 Hour Scheduled Event	\$200.00/\$200.00
1-8 Hour Scheduled Event	\$400.00/\$400.00
Rooms 1, 2, and 3	
1-4 Hour Scheduled Event	\$600.00/\$600.00
1-8 Hour Scheduled Event	\$1,200.00/\$1,200.00

**FIRE TRAINING FACILITY FEES – (CONTINUED)**

Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included
<b>Entire Training Site</b>	<b>TMA Fee/Public Fee</b>
1-4 Hour Scheduled Event	\$1,200.00/\$1,200.00
1-8 Hour Scheduled Event	\$2,400.00/\$2,400.00

**FIRE INSPECTION FEE SCHEDULE**

Hospitals:	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Health Care Facilities	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Hospital and Nursing Home Revisits	\$50.00 up to one hour \$25.00 for each additional ½ hour NOT TO EXCEED \$150.00
Liquor Inspections:	
Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00
Revisits for either	\$50.00
Child Care Inspections:	
1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00
Foster Care Inspections:	
Initial Inspection	\$20.00
Revisit Inspection	\$20.00
Investigative Reports:	
Fee for Reports	\$3.00 plus actual cost of printing

**CODE ENFORCEMENT FEES**

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

- 1st mowing \$200/min/hour + \$50 Admin fee
- 2nd mowing \$400/min/hour + \$50 Admin fee
- 3rd or subsequent mowing \$600/min/hour + \$50 Admin fee

Snow Removal

- 1<sup>st</sup> removal \$100/min/hour + \$50 Admin fee
- 2<sup>nd</sup> removal \$200/min/hour + \$50 Admin fee
- 3<sup>rd</sup> removal \$300/min/hour + \$50 Admin fee

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)

- Small \$300/min/hour + \$50 Admin fee
- Large \$500/min/hour + \$50 Admin fee

Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)

- Small \$300/min/hour + \$50 Admin fee
- Large \$700/min/hour + \$50 Admin fee

Graffiti removal \$200/min/hour + \$50 Admin fee

Application Fee for Nuisance Violation Hearing \$35

**POLICE RANGE TRAINING FACILITY**

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police

\$100/hour

**GRADE PERMIT FEES**

- 10 acres or less 1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
- More than 10 acres 1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

## **ZONING FEES**

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$200
1-5 acres	\$400
over 5 acres	\$550
Zoning Text Amendment	\$500
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 250
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 350
Flood Plain Development Permit	\$ 50
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$ 150
151 – 300 square feet	\$ 200
Over 300 square feet	\$ 300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 100
Zoning Verification Letter	\$ 50

**SMALL WIRELESS FACILITIES (SWF) FEES**

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).

\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF

An application of a new, modified, or replacement utility

\$250 per pole or structure pole or support structure intended to support one or more SWF's and the associated SWF.

**OCCUPATION TAXES**

Liquor License Occupation Taxes & Fees  
(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
<b>Special Designated Permit Special Designated Liquor License</b>	<b>\$ 40/day</b>
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	4% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical/ Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

**OTHER FEES**

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2

**OTHER FEES – (CONTINUED)**

Bus Bench Permit	\$ 75/per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size \$ 450 Cremains \$ 400 Infant \$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Saturday Funeral arriving after 12:00 p.m.(add'l charge)	\$ 200
Winter Funerals (extra charge) (November 15 – March 15)	\$ 40
Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 125 Attach VA Marker to Niche Door or Engraving
Disinterment Fees:	\$1,100 Full size \$ 600 Cremains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size (New Sections G & H) \$ 125 Infant \$ 800 Niche
Walkway Plots	\$1,000
Columbarium Plots	\$1,200 Row 1 (Top of Columbarium) \$1,000 Row 2 \$ 800 Row 3 \$ 600 Row 4 \$ 400 Row 5
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25

**(All Animal Related Fees Are Collected by NHS, Not The City of Bellevue)**

Dog, Cat & Pot-Bellied Pig Fees

~~(Collected by NE Humane Society not City of Bellevue)~~

(no Dog/Cat License (Annual Fee)

~~\$5~~ **\$13.25** each if spayed/neutered,  
charge for owners age 65 and older)

~~\$15~~ **\$26.25** each if not

spayed/neutered (~~\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months~~)

Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$ 5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	<del>\$ 0.50</del> \$6.00
Dog, Cat Pet <del>Advocaey- Avocation</del> Permit	<del>Obtained thru the NE Humane Society</del> \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	<del>\$13/\$16</del> /per day Kennel Fee 1 <sup>st</sup> impoundment \$30 2 <sup>nd</sup> impoundment \$60 3 <sup>rd</sup> impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year
Dog & Cat License Late Charge	<del>Double applicable license fee</del> \$10 if spayed/neutered \$20 if not spayed/neutered
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee <del>(Collected by NE Humane Society not City of Bellevue)</del>	\$25

**State Commercial Dot & Cat Operator Inspection Program 1.25**

Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers' Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application)	\$0
Season Operator Fee (electricity included)	

Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 <del>bond</del> <b>Deposit</b>
<b>Fireworks</b> Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 100

**PUBLIC RECORDS**

Audio Tapes, Video Tapes, CD/DVD or other media	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10

**PUBLIC RECORDS**

Police Photos (Digital)	\$20 per CD or other digital media device
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Copy Fee (paper)	\$0.25 per page

For residents of Nebraska (defined as a person domiciled in this state, including news media without regard to domicile), the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees with respect to any hours exceeding eight (8) cumulative hours of searching, identifying, physically redacting, or copying such records, since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office. However, the special service charge shall not include any charge for: (1) the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public; or (2) copies of blank forms or pages that have all meaningful information redacted. *See* Neb. Rev. Stat. § 84-712(c). For nonresidents of Nebraska, the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records. *See* Neb. Rev. Stat. § 84-712(d). For all requests, the City may require a deposit if the estimated cost to fulfill the request exceeds \$50.00.

## **ALARM SYSTEMS/FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

## **LIBRARY FEES**

### Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1

### Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

### Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

### Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

### Makerspace

Based on amount/type of consumable used for project

### Lost Items

Replacement cost of item (or purchase like item as replacement)

### Damaged Items

Damage cost assessed up to full value of item

Materials Processing	
Replacement of Materials	\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)
Replacements for Books on CD Cases	\$ 8 for small, \$ 9 for medium, \$ 10 for large
Replacements for Game/Stamp Boxes	\$5
Replacements for Binge & Hotspot Boxes	\$10
Copier/Printer Rates	
Black & White Copies/Prints	\$0.10/page (single sided)
Color Prints	\$0.50/page (single sided)
<b><u>RECREATION FEES</u></b>	100% BEFORE first day
Reed Center – Rental	\$400 Saturday \$450 \$200 – Non-profit
Reed Center – Damage Deposit	\$300
Field Rentals	\$40 per hour light fee + \$200 per day
Jr. T-Ball	\$30
T-Ball/Coach Pitch	\$40
Baseball/Softball	\$45
Adult Softball – Church League	\$70 Tennis Lessons
Juniors	\$25
Adults	\$30
Swimming Pools:	
Swimming Lessons	\$40
Daily Swim Fee	
Youth (18 - Under)	\$3.00
Adult (19 & Over)	\$5.00
Wading Pool (2 year – Adult)	\$2.00
Seniors (55 & Over)	Free

Season Swim Pass	
Youth Pass	\$ 50
Adult Pass	\$ 60
Family	\$135
Pool Parties	
Pool Rental Fee	\$130
Lifeguard Fee (2)	\$60
Track Club	\$40
Youth Sports Camp	\$35 single session \$45 both sessions
Youth Soccer League	
Spring	\$40
Fall	\$40

**RECREATION FEES**

Youth Flag Football League	
Spring	\$40
Fall	\$40
Historic Presbyterian Church Rental Fee	\$425

**SEWER CONNECTION FEES**

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$1,165
Duplex	\$2,070
Multi Family	\$ 910
Commercial/Industrial	\$5,050 per acre, minimum \$2,435 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$200
Re-inspection Fee (after two inspections)	\$70

**THE UNIFIED SARPY COUNTY AND CITIES WASTEWATER AGENCY CONNECTION FEES**

<b>Property Use</b>	<b>FY 2023-2024</b>	<b>FY 2024-2025</b>	<b>FY 2025-2026</b>	<b>FY 2026-2027</b>	<b>FY 2027-2028</b>
Single family residential lots located in the Urban Reserve Zone ("URZ") consisting of three acres or less, and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract /lot	\$5,714 per parcel/tract /lot	\$6,000 per parcel/tract /lot	\$6,300 per parcel/tract /lot	\$6,615 per parcel/tract /lot
Single family residential lots located in the URZ consisting of twenty acres or more, and approved for development through applicable Member large-lot or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract /lot	\$5,714 per parcel/tract /lot	\$6,000 per parcel/tract /lot	\$6,300 per parcel/tract /lot	\$6,615 per parcel/tract /lot
All other uses that do not fall within the residential uses described in the two rows immediately above including, without limitation, all other Residential, Commercial, Industrial, Civic and multifamily uses	\$22,845 per acre	\$28,556 per acre	\$29,984 per acre	\$31,484 per acre	\$32,059 per acre

**SEWER CONNECTION FEES**

Single-family residential lots located in the URZ consisting of (i) three acres or less and approved for development through applicable Member build-through or similar type of zoning and/or subdivision regulations, or (ii) twenty acres or more and approved for development through applicable Member large lot or similar type zoning and/or subdivision regulations shall pay a flat connection fee in accordance with the schedule above.

**TAX INCREMENT FINANCING (TIF) FEES**

Application Fee	\$ 500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees of TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

**Animal Related Fees effective beginning January 1, 2023: (Fees to be collected by the NHS, not the City of Bellevue)**

<b>Dog and Cat License (Annual Fee)</b>		
\$12.00	if spayed/neutered	No charge for owners aged 65 and older
\$25.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
<b>Dog and Cat License (Late Fees)</b>		
\$10.00	if spayed/neutered	
\$20.00	if not spayed/neutered	
<b>Dog and Cat Pet Advocacy Permit</b>		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
<b>Pot-bellied Pig License (Annual Fee)</b>		
\$35.00		
<b>Pot-bellied Pig License (Late Fees)</b>		
\$50.00		
<b>Dog, Cat &amp; Pot-Bellied Pigs (Misc. Fees)</b>		
\$5.00	Handling fee	if not applied for in person
\$6.00	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 <sup>st</sup> impoundment	
\$60.00	2 <sup>nd</sup> impoundment	
\$100.00	3 <sup>rd</sup> impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)

TBD	Purchase of Unclaimed-Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the ~~2nd~~ **5<sup>th</sup>** day of ~~September~~ **May, 2025** **2026**.

PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF May, 2026.

**CITY OF BELLEVUE**

\_\_\_\_\_  
Mayor

ATTEST:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Fleet Maintenance software renewal for the year April 2026 to April 2027 with Collective Data

SYNOPSIS/BACKGROUND:

Collective Data is the software program used for the fleet management, asset tracking, inventory for parts ordered and work orders for the City of Bellevue Fleet dept.

FISCAL IMPACT: \$32,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Collective Data INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Annual License and Support renewal

CONTRACT EFFECTIVE DATE: April 2026 CONTRACT TERM: One year CONTRACT END DATE: April 2027

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: 10-16-6451

RECOMMENDATION:

City council to approve the contract with Collective Date in the amount not to exceed \$32,000.00. for the contract year of April 2026/2027.

ATTACHMENTS:

1. Renewal proposal
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley Ponton*  
*David Goedeken*  
*Samuel*



# Annual License and Support Renewal Proposal

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**Prepared For:** City of Bellevue

**Primary Contact:** Todd Jarosz, Fleet and Fabrication Superintendent

**Current Term Expiration:** April 17, 2026

**Renewal Term:** April 18, 2026 – April 17, 2027

**Proposal Date:** April 21, 2026

**Proposal Number:** CD-2026-12598

**Proposal Valid Through:** May 21, 2026

**Renewals Manager:** Kaylie Wonase - [renewals@collectivedata.com](mailto:renewals@collectivedata.com)

*Thank you for your continued partnership.*

Questions? Contact us at [renewals@collectivedata.com](mailto:renewals@collectivedata.com) | [collectivedata.com](http://collectivedata.com)

## 1. Partnership Summary

Thank you for being a valued Collective Data reseller. This renewal proposal summarizes your client's current subscription term and outlines our recommended renewal package for the year ahead.

Partnership Snapshot	
Client Since	2010
Current Subscription Term	April 18, 2026 – April 17, 2027
Primary Use Case	Fleet management / Asset tracking / Work orders
Licensed Users	8
Active Modules	Atlas – AI User Guide Assistant Shop Management Asset Replacement
Account Manager	Dave Samson
Support Tier	Standard

## 2. Renewal Pricing & Terms

The following table compares your current subscription pricing to the proposed renewal pricing for the upcoming term.

### Subscription Pricing Comparison

Line Item	2025 Annual	2026 Annual	Change
Base Platform License	*Prorated per upgrade	\$6,000	N/A
User Licenses (8 users @ \$2,500/user)	*Prorated per upgrade	\$20,000	N/A
Module - Shop Management	*Prorated per upgrade	\$3,000	N/A
Module - Asset Replacement	*Prorated per upgrade	\$3,000	N/A
<b>Annual Subscription Total</b>	<b>*Prorated per upgrade</b>	<b>\$32,000</b>	<b>N/A</b>

#### Commercial Terms

**Subscription Term:** 12 months commencing on the Effective Date

**Billing Schedule:** Annual in advance

**Payment Terms:** Net 30 from invoice date

**Price Escalation:** Annual increases not to exceed 8% upon renewal

### Renewal Term Details

Term Detail	
Renewal Term Length	12 months
Renewal Start Date	April 18, 2026
Renewal End Date	April 17, 2027
Billing Schedule	Annual in advance
Payment Terms	Net 30 from invoice date
Purchase Order Required?	No
Auto-Renewal Notice Period	90 days prior to term end

### 3. Renewal Authorization

By signing below, both parties agree to the Renewal Pricing and Terms laid out above. This document supplements, and is governed by, the Master Agreement currently in effect between the parties.

Collective Data	Client Organization
Signature: <u>Kaylie Wonase</u>	Signature: <u>Todd Jarosz</u>
Name: <u>Kaylie Wonase</u>	Name: <u>TODD JAROSZ</u>
Title: <u>Renewals Manager</u>	Title: <u>Fleet Superintendent</u>
Date: <u>4/21/2026</u>	Date: <u>4-22-2026</u>
	PO / Reference #: _____

#### Action Required ASAP

To ensure uninterrupted access to your Collective Data subscription, please return a signed copy of this Renewal Proposal ASAP as you are currently operating outside of your renewal period. Contact Kaylie Wonase at [renewals@collectivedata.com](mailto:renewals@collectivedata.com) or 319-774-7168 with any questions.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
5/5/2026

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: David Goedecken, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

PURCHASE OF ONE (1) FORD F550 FOR THE WASTEWATER DEPARTMENT

SYNOPSIS/BACKGROUND:

ANDERSON FORD, VIA PRICING FROM NEBRASKA STATE CONTRACT #15811. REPLACING TWO (2) TRUCKS WW106 & WW108 WITH ONE (1) COMBINED TRUCK UNIT.

FISCAL IMPACT: \$188,682.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: ANDERSON FORD INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: PURCHASE OF FORD F550 ON STATE CONTRACT #15811

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: MAINTENACE TRUCK REPLACEMENT CIP PROJECT NAME: WW 26 (9)

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

APPROVAL TO PURCHASE FORD F550 TRUCK FROM ANDERSON FORD TO REPLACE TWO (2) TRUCKS IN THE AMOUNT OF \$188,682.00 FOR THE WASTEWATER DEPARTMENT

ATTACHMENTS:

- Anderson Ford Quote EQT006992
- Bellevue Truck Quote
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley Portillo*  
*Jason Portillo*  
*David Goedecken*



We Influence The World!

City of Bellevue  
Fleet Maintenance Department  
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

## MEMORANDUM

**To:** Epiphany Ramos  
**From:** Todd Jarosz  
**Subject:** WW106 Replacement  
**Date:** 7-1-2025

In the last year WW106 has had a number of costly repairs and a considerable amount of down time. WW106 is a 2002 Ford F250 4x4 utility service truck with 164,620 miles on it. WW106 falls into the replacement criteria of a light truck. The criteria outline stated for this truck to be eligible for replacement at 8 years of age or 90,000 miles, this falls well into both.

As previously stated WW106 has had a considerable number of costly repairs and down time. WW106 is Wastewaters emergency utility service truck and is relied on for any emergency. It is my recommendation to slate this truck to be replaced with a like vehicle when funds allow. The current WW106 will be auctioned when the new replacement truck is received.

Thank you,

Todd Jarosz  
Fleet Superintendent  
City of Bellevue

# QUOTATION

14 November, 2025

**MGX Equipment Services LLC**  
**- UPSETL**

QUOTATION : EQT006992

**ANDERSON FORD LINCOLN**

PO BOX 83644, LINCOLN  
NE 68501-3644, US

**CUSTOMER CONTACT**

**MGX Equipment Services LLC**

11475 S 153rd St  
Omaha NE 68138-4406



<b>QUOTATION NO</b> EQT006992	<b>DATE</b> 11-14-2025
<b>PAYMENT TERMS</b> CASH ON DELIVERY	

MGX Equipment Services LLC  
11475 S 153rd St  
Omaha NE 68138-4406

<b>CUSTOMER NO</b> BP0008751
<b>CUSTOMER PO</b>

**EQUIPMENT SALES QUOTATION**

**INVOICE TO:**

ANDERSON FORD LINCOLN  
PO BOX 83644  
LINCOLN NE 68501-3644

**SHIP TO:**

MGX Equipment Services LLC  
11475 S 153rd St  
Omaha NE 68138-4406

**SALES REP** : DAVID PHILLIPS

**DELIVERY TERMS** : EX-WORKS

**QUOTATION GOOD THRU** : 12-14-2025

UNIT	QTY	UNIT PRICE	TOTAL
<b>PAL PRO 43-9 WITH PSC 8029 CRANE ASPEN EQUIPMENT MODEL:UPSETL</b>	1		
<p>1 PCB43-9CS Palfinger Pal Pro 43 9' heavy duty galvanized steel crane body with standard right rear crane mounting compartment, all aluminum doors and hinges, gas door shocks, six (6) recessed cargo tie downs (6,000 lb. capacity), two (2) grab handles, 44" high side compartments (front passenger cabinet raised to 60"), a fully integrated and sealed automotive style harness kit and electrical system with easy access power distribution panel, FMVSS 108 LED light and reflector kit, mud flap brackets, entire body electro coat (E-Coat) primer, interior of compartments lined with Zolatone AIM White interior coating, understructure and bottom of compartments undercoated. Designed to accept up to 43,000 ft./lbs. rated crane for 60" CA, 19,500 Lb. GVWR chassis.</p> <p>1 Install Body Mount body, install FMVSS lighting, Route fuel/DEF fillers, 1 pr. mudflaps</p> <p>1 Spring Build-up LM Install helper spring for body leveling (1 side)</p> <p><b>TAILSHELF-BUMPER</b> 1 OSCB8901 21" Workbench Tailshelf with Outrigger Cross Tube, Through Compartment, 1/4" Top Plate</p> <p><b>TAILSHELF WORKBENCH ACCESSORIES</b> 2 OSCB8201 Aluminum tuckaway step (Max Qty 2) 1 OS5040304 Weld-on vise mounting plate 9" x 9" Right Side 1 Backup Camera Cab Chassis - Relocate factory supplied backup camera system 1 56070 7-way flat pin trailer socket</p> <p><b>OUTRIGGER OPTION</b> 1 OS5016904 Rear Power Out (Crane Side) Power Down Stabilizers 1 OS5016910 Front manual drop-down stabilizer kit of 2</p> <p><b>MASTERLOCK, CRANE BODY</b> 1 OS5050008_439 Master Locking System Installed</p> <p><b>TAILGATE OPTIONS</b> 1 OSSB2301 PALFINGER Stamped Tailgate</p> <p><b>HEADACHE RACK</b> 1 OSCB9101 52" Rack Height</p> <p><b>INSTALLATION ACCESSORIES</b> 1 OS5040582 Boom support mounting bracket 1 OSCB8104 Compressor Mounting Bracket - Driver Side Front 1 OSCB8105 Welder mounting bracket (weld on bars) left rear side pack top - Miller adapter plate</p> <p><b>INTERIOR COMPARTMENT OPTIONS</b></p>			

LEFT FRONT PCB43-9FT BODY - Streetside front vertical compartment  
1 CTECH Drawer Unit in LV1 - 5-3", 3-5", 1-7" Drawer

LH HORIZONTAL PCB43-9FT BODY - Streetside horizontal compartment  
1 OS5041270 Adjustable Aluminum divider tray - 18" x 50"

LEFT REAR PCB43-9FT BODY - Streetside rear vertical compartment  
2 OS5040679 Adjustable Aluminum divider tray - 18" x 26"

RIGHT FRONT PCB43-9FT BODY - Curbside front vertical compartment  
3 OS5041261 Adjustable Aluminum divider tray - 18" x 11"  
1 OS5030045 Tank bracket - Oxy / Acet for 2 tanks - Front wall mounted in vented compartment  
1 OS5030460 Interior partition kit - 60"H (bolt in) - Includes 1 swivel hook  
1 OSCB1538 2 Swivel Material Hooks Installed (0-2-0) 7" down from compartment top

RH HORIZONTAL PCB43-9FT BODY - Curbside horizontal compartment  
1 OS5041270 Adjustable Aluminum divider tray - 18" x 50"

RIGHT REAR PCB43-9FT BODY - Crane Compartment  
1 Hose reel mounting shelf is included  
1 OSCB8607 Hose reel, Reelcraft 1/2" x 50' with guide  
1 OSCB8609 3/4" Air Filter, Regulator, Lubricator (FRL) - Includes Air Hose and Fittings

#### LIGHT KIT OPTIONS

1 OSCB8306 Body Control System (BCS) Installed with Switch Panel in Crane Compartment  
1 OSCB8308\_9 Body Interior LED Strip Lighting Installed  
1 OSCB8314 LED Flood Light Kit - Four (4) Lights Installed

#### PAINT OPTIONS

1 OS5050020 Standard coating - outside primed with Zolatone AIM White coating inside compartments  
1 OS5050023\_439 Body finish topcoat - (Single Stage White)  
1 OS5050043\_439 Add Ultimate Bedliner load space, tops, front panels, rear panels behind the outriggers

#### HYDRAULIC SYSTEM OPTIONS

1 EP2579 PTO/PUMP combo. Single Pump, Single Operation – Spec: 14gpm with 3100psi continuous  
1 OSCB8504 Oil reservoir - 30 gallon front of load space

#### CRANE OPTION

1 PSC8029 Palfinger Model PSC 8029 telescopic mechanic field service crane  
43,000 ft./lbs. rating, 400 degree rotation, 29' hydraulic reach capability, 8,000 Lb. vertical lift capacity, -10 to +80 degree boom elevation, double acting cylinders with integrated load holding valves on all cylinders, four-spool remote control valve, overload shutdown system, hydraulic planetary drive winch with spring loaded roller, end layering limit switch and integral two-block damage prevention system, wireless radio remote controller pistol grip and toggle controller with 36' pendant, decals, crane hook, load line block, white and black finish paint  
1 Install Hyd Crane Mount, wire, plumb and stability test hydraulic service crane

#### BOOM SUPPORT OPTION

1 OS5030030 Boom support - Non-Adjustable Fixed Position 9.75" High - Mounting Brackets Available

#### AIR COMPRESSOR OPTION

1 OS701BA Palfinger PRC 45V rotary compressed hydraulic driven air compressor; oil flooded rotary screw, 45 CFM @ 100 psi

#### COMPRESSOR ACCESSORIES

1 KEB01372A PRC45V & PRC60V Hot Weather Climate Kit - Recommended for ambient temperature above 100°F  
1 OSCB8612 (6) gallon air reservoir - includes fittings and tank air drain valve (8" x 34")

1 Install Hyd Air Comp Mount, wire, plumb and pressure test hydraulic drive air compressor

All equipment subject to availability and prior sale or rental. Quoted price does not include applicable sales tax or fees. Prices are valid for 30 days. Until a firm (signed and accepted) order is placed. Manufacturer price changes may increase these prices without notice.

**THANK YOU FOR YOUR BUSINESS**

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**CUSTOMER NAME PRINTED**

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**CUSTOMER SIGNATURE**

---

**DATE**

---

**CUSTOMER PO**

## MGX EQUIPMENT SERVICES, LLC - TERMS AND CONDITIONS OF SALES

- Offer, Governing Provisions, Cancellation and Termination.** This document is an offer or counter offer by MGX EQUIPMENT SERVICES, LLC ("Seller") to sell the goods and/or services that are identified in this document to the Buyer identified in this document ("Buyer") in accordance with those Terms and Conditions of Sale ("Terms and Conditions") it is not an acceptance of any offer made by Buyer. All sales by Seller to Buyer are subject to, and are expressly conditioned upon, assent to these Terms and Conditions. Seller hereby objects to any additional or different terms or conditions, and notifies Buyer that Seller is unwilling to sell on any terms or conditions other than those Terms and Conditions. These Terms and Conditions and the additional terms and conditions contained in or attached to this document, as supplemented by agreed upon quantities and shipping dates (collectively the "Agreement"), shall be the entire agreement between Seller and Buyer in the subject of the transactions described herein, and there are no conditions to this Agreement that are not expressed herein. This offer and the agreement shall be governed by and construed according to the laws of the State of Wisconsin (without reference to principles of conflicts of laws). Buyer irrevocably consents to the jurisdiction of the courts in the State of Wisconsin with venue in Milwaukee County and to the Wisconsin Eastern District Court in Milwaukee, WI. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. No accepted offer and no order may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing, and no changes to this document or the agreement will be binding unless set forth in writing and manually signed by Seller. In an Order Acknowledgment, this offer may be revoked by Seller at any time before it is accepted by Buyer. This document or the agreement will be binding unless set forth in writing and manually signed by Seller. In an Order Acknowledgment, this offer may be revoked by Seller at any time before it is accepted by Buyer, and shall automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then. In addition to any other remedies that Seller may have, Seller may terminate any Order with immediate effect upon written notice to Buyer if Buyer: (a) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part, or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings (including but not limited to bankruptcy, receivership, reorganization or assignment for the benefit of creditors). Seller may also terminate any Order without cause on ninety (90) days prior written notice to Buyer. Notwithstanding the Buyer's acceptance of this offer for any conditions by Seller (including but not limited to shipment of goods), shall obligate Seller to fulfill to Buyer any quantity of goods in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct.
- Price.** (unless otherwise specified on the face of this document or agreed to in writing, the price for goods or services sold hereunder shall be Seller's list price in effect as of the date of Buyer's order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller's cost of producing or procuring the goods. Prices are stated and payable in the currency set forth in the purchase order.)
- Credit Approval; Payment Terms.** All payment terms set forth in this document are subject to Seller's approval of Buyer's credit, in Seller's discretion, and if such approval is withheld, payment shall be due in advance of Seller's performance. Except as otherwise agreed in writing or otherwise provided in the face of this document or in the preceding sentence, payment is due upon Buyer's receipt of Seller's invoice following shipment. Interest will be charged at the lesser of (i) 1.5% per year, or (ii) the highest rate permitted by applicable law, on accounts more than 30 calendar days past due. If Buyer fails to make any payments in accordance with the terms of this Agreement, Seller may, in addition to its rights and remedies provided hereunder or at law or equity, file (a) suits, after providing written notice of nonpayment to Buyer; (b) defer or suspend further shipments of provision of goods until Buyer reestablishes satisfactory credit; (c) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship or provide goods; (d) make shipment of goods to Buyer on a C.O.D. or cash in advance basis; or (e) refuse any new order until Buyer reestablishes satisfactory credit. If production or shipment of completed goods, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer shall pay, the percentage of the purchase price corresponding to the percentage of completion in addition, Buyer shall compensate Seller for storage of completed goods or work in progress, including any such delay, whether at Seller's facility or an independent storage company's facility.
- Taxes and Other Charges.** Any cargo insurance, manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, import, transaction or listing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.
- Security Interest.** Buyer hereby grants to Seller and Seller hereby retains a purchase money security interest in all goods sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, all goods parts and components thereof, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Buyer hereby authorizes Seller and its agents in the any financing statements and other documents necessary to create, perfect and maintain the security interest so granted hereunder.
- Delivery, Claims and Force Majeure.** Unless otherwise provided on the face of this document or agreed to in writing, goods shall be delivered ex works Seller's loading dock (as defined in Incoterms 2010). Delivery of goods to the carrier shall constitute delivery to Buyer, and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein. All such installments to be invoiced upon shipment of the first installment and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within (3) calendar days after receipt of shipment, and no claim for loss or damage to goods in transit shall be made to the carrier, and not to Seller, until Seller has received a copy of the carrier's bill of lading. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to act of God, epidemic, pandemic, quarantine, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities, in the event of any such delay, at Seller's option, Seller may: (i) extend the date of delivery for a period equal to the time lost because of the delay, or (ii) terminate the corresponding Order(s) by providing written notice to Buyer. All incurrences provided by Seller, whether verbally or in writing, are good faith estimates of the expected delivery date for the goods. Seller shall use commercially reasonable efforts to fill Buyer's orders within the time stated, but in no event shall Seller be liable for any damages associated with Seller's inability to meet any such timeframe or deadline or for termination of any Order, including, without limitation, incidental or consequential damages arising therefrom.
- Retention of title.** Goods shall remain the property of Seller until the date of full payment by Buyer. Until that time Buyer shall hold the goods as Seller's fiduciary agent and shall keep the goods properly stored, protected and insured. If necessary, Buyer shall carry out all actions necessary to evidence Seller's retention of title, including, without limitation, completing filings with public registers, affixing labels or seals on the goods, as may be required by applicable law. Buyer shall have the right to possess goods only in the ordinary course of business. Proceeds deriving from such actions shall be promptly transferred to Seller. The right of Buyer to possess goods in the ordinary course of business shall cease immediately in the event of nonpayment and Seller shall have the right to enter Buyer's premises and repossess the goods. In the event of an action by a third party seeking to take possession of the goods delivered by Seller and not fully paid by Buyer, Buyer shall notify such party of Seller's ownership and title of such goods, and Buyer shall immediately notify Seller of such situation. Buyer shall bear the costs of any intervention by Seller.
- Work by Others; Safety Devices.** Seller shall have no responsibility for labor or work performed by Buyer or others, including, without limitation, work relating to design, manufacture, fabrication, test, installation, or provision of goods. Buyer is solely responsible for furnishing, and providing its employees and customers to use, all safety devices, guards and safe operating procedures required by law and as set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting all operators, manuals, safety standards/regulations and other sources of safety standards and regulations applicable to its use and operation of the goods.
- Warranties.** The goods sold by Seller to Buyer are warranted by their original manufacturer. Seller will provide reasonable assistance to Buyer in processing warranty claims submitted, on behalf of Buyer, to the original manufacturer. This warranty is exclusive and in lieu of all other warranties, whether written, oral or implied, arising by operation of law or otherwise, including, but not limited to, any warranty of satisfactory quality or fitness for a particular purpose.
- LIMITATION OF LIABILITY; SELLER'S LIABILITY WITH RESPECT TO THE GOODS OR SERVICES SOLD HEREUNDER SHALL BE LIMITED TO THE WARRANTY PROVIDED IN SECTION 9 OF THESE TERMS AND CONDITIONS AND, WITH RESPECT TO ANY OTHER BREACH OF THE CONTRACT, SHALL BE LIMITED TO THE CONTRACT PRICE. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS OR SERVICES SOLD BY SELLER, INCLUDING, WITHOUT LIMITATION, THE SALE OF GOODS MODIFIED AT THE REQUEST OF BUYER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, DOWN-TIME, LOST GOOD WILL, COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, OR FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES, COSTS OR LOSSES.**
- Installation.** If Buyer purchases any goods that require installation or erection, Buyer shall, at its expense, make all arrangements necessary to install, erect and operate the goods. Buyer shall install the goods in accordance with any Seller instructions. Buyer shall indemnify and hold harmless Seller from and against any and all losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) arising from or otherwise connected with Buyer's or its agent's failure to properly install the goods.
- Assignment.** Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without such consent will be void and of no effect or consequence.
- No Waiver.** No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.
- Cost of Collection.** In the event legal action is necessary to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Seller for all costs and expenses associated therewith, including, without limitation, Seller's actual attorneys' fees and costs.
- Insurance.** Unless otherwise specified on the face of this document or agreed to in writing, Buyer shall be solely responsible from the point of delivery of the goods by Seller for all consequences as a result of theft, loss or partial or total destruction, for any reason whatsoever, including accidental reasons or as a result of force majeure. Buyer shall insure, at its expense, the goods against all aforementioned Buyer has made full payment of all amounts due Seller, and shall provide evidence of this insurance, upon request by Seller. Should Buyer fail to comply with these requirements, Seller may, at Seller's sole discretion, within eight days following written notice to Buyer, either cancel the sale and take back the goods, or procure such insurance at the expense of Buyer.
- Second-hand or used Goods.** If Buyer is buying the goods as second-hand goods, Buyer recognizes that he had an opportunity to inspect the goods and is buying them in full knowledge of their condition. The goods are products or parts, products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted, any products or parts not manufactured by Seller, provided that the fault is brought to the notice of Seller within twenty (20) days of the date of delivery of the goods to Buyer on completion of the services. (b) The goods, while in Seller's possession are at the risk of the Buyer and Seller shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless the same is caused by the negligence of Seller. In the event of such negligence, Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and under no circumstances whatsoever shall Seller be liable for any other loss, damage or expense suffered by the Buyer as a result of the loss or damage to the goods. (c) If the goods are not paid for and collected from Seller's premises within twenty (20) days of notice that they are ready for collection or if, where the goods are to be collected elsewhere, the Buyer fails to collect them at the agreed time and place, Seller reserves the right, in its sole discretion, to charge for storage or disposal of them. (d) If Seller is required to go to a location other than Seller's premises, Buyer shall be solely responsible to make sure such premises are safe and suitable for the services to be provided by Seller. Seller reserves the right, in its sole discretion, to reject the premises if Seller determines they are not safe and/or suitable. Seller further reserves the right, in its sole discretion, to charge if it is waiting for the site to be prepared or if it leaves the site it determines not safe and/or suitable.
- Compliance.** Buyer will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, including, without limitation, U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations. Buyer will advise Seller in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the U.S. or another country claims that a violation of any applicable export regulation or other trade sanction, export control or trade regulation by Buyer has occurred or is likely to occur because of any shipment to or from Buyer, Seller will promptly notify Buyer and may, in addition to any other remedy Seller may have, terminate or suspend all orders or shipments to Buyer until Seller is satisfied that such violation did not occur or has ceased to occur, or such claim is withdrawn or otherwise resolved to the satisfaction of Seller. Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall Seller be in breach of this Terms and Conditions, or shall Buyer have any claim against Seller, for Seller's exercise of any of its rights under this Terms and Conditions.
- Government Contracts.** Application of government contract regulations and clauses to the goods and services or the agreement evidenced by these Terms and Conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters.

V082021



November 14<sup>th</sup>, 2025

Todd Jarosz  
Fleet Superintendent  
City of Bellevue  
Bellevue NE, 68005  
todd.jarosz@bellevue.net  
(phone) 402-293-3129  
(Fax) 402-293-3164

Nebraska State Contract # 15811

2026 F550 Diesel XL 4x4 60"CA  
Aspen Crane body (see attached specs)  
Low deflection spacers  
Extra heavy-duty suspension  
Payload Plus upgrade package (19,550 GVWR)  
Skid Plates  
Engine Block Heater  
Rear Camera  
Cab Steps  
40/20/40 Vinyl front Seat  
White Exterior  
High-Capacity Trailer Tow  
Spare tire/Jack  
225 Traction Tires  
10 speed Automatic  
Power Equipment Group  
Sync  
Regular Cab: \$184,987  
Extended Cab: \$187,387  
Crew Cab: \$188,682

**Anderson Ford Lincoln  
of Lincoln**  
2500 Wildcat Dr.  
Lincoln, NE 68521  
(402) 458-9800

**Anderson Mazda  
of Lincoln**  
6500 Telluride Dr.  
Lincoln, NE 68521  
(402) 817-5203

**Anderson Ford  
of St. Joseph**  
2207 N Belt Hwy.  
St. Joseph, MO 64506  
(816) 383-8000

**Anderson Kia**  
806 S Belt Hwy.  
St. Joseph, MO 64507  
(816) 279-0354

**Anderson Outdoor**  
3605 S Belt Hwy.  
St. Joseph, MO 64503  
(816) 671-9433

**Anderson Ford South  
of Lincoln**  
3201 Yankee Hill Rd.  
Lincoln, NE 68516  
(402) 464-0661

**Anderson Ford  
of Grand Island**  
120 Diers Ave.  
Grand Island, NE 68803  
(308) 384-1700

**Kia of Grand Island**  
3515 W Old Potash Hwy.  
Grand Island, NE 68803  
(308) 384-1700

**Anderson CDJR  
of Grand Island**  
1803 S Locust St.  
Grand Island, NE 68801  
(308) 384-8300

**Horizon Cycling**  
2207 N Belt Hwy.  
St. Joseph, MO 64506  
(816) 364-2453



**Bobby Colclasure**  
Government Fleet Director  
Anderson Auto Group  
2500 Wildcat Drive  
Lincoln, NE 68521  
402-617-4521  
[bobby.colclasure@andersonautogroup.com](mailto:bobby.colclasure@andersonautogroup.com)

**Anderson Ford Lincoln  
of Lincoln**  
2500 Wildcat Dr.  
Lincoln, NE 68521  
(402) 458-9800

**Anderson Mazda  
of Lincoln**  
6500 Telluride Dr.  
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**Horizon Cycling**  
2207 N Belt Hwy.  
St. Joseph, MO 64506  
(816) 364-2453

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 21, 2026		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

240109 - CIPST25 M146(338B) Mission Ave Streetscape Reconstruction - MUD Watermain Warren St

SYNOPSIS/BACKGROUND:

MUD is to install an 8" watermain to replace the existing 4" watermain in Warren St from Mission Ave to 22nd Ave. This work is required prior to the replacement of the 12" sanitary sewer main. Per MUD, the existing 4" watermain is an old asbestos main that is considered fragile and a break in the line will shutdown a large water services area. In addition, working with the existing asbestos main requires a special MUD workforce. The total estimated costs to the City is \$341,100. The total project cost is \$386,600 which includes City estimated costs of \$341,100 and MUD costs of \$27,500

FISCAL IMPACT: \$341,100.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 240109 - CIPST25 M146(338B) Mission Ave Streetscape Reconstruction - Supplement No. 2

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: M146(338B) Mission Ave Streetscape Reconstruction

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

CIP PROJECT NAME: M146(338B) CIP PROJECT NUMBER: ST26(04)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and MUD for \$341,100.00

ATTACHMENTS:

1. MUD Reimbursement Letter	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Simon Brumler*  
*Joseph Goedeken*  
*David Goedeken*

# **METROPOLITAN UTILITIES DISTRICT**

April 24, 2026

Bellevue Public Works  
John Krager  
1510 Wall St  
Bellevue, NE 68005

RE: Mission Avenue Improvements – Project No. M146(388B)  
  
MUD Project No. R2390 (100053001862, 100067001735)

In response to City of Bellevue’s Project No. M146(288B) sanitary sewer improvements; Metropolitan Utilities District (“District”) will perform the following requested work:

1. Install approximately 650’ of 8” ductile iron water main. (100053001862) - \$288,600.
2. Abandon in place approximately 625’ of 4” asbestos-cement water main. (100067001735) - \$52,500.
3. District covered costs. - \$27,500.

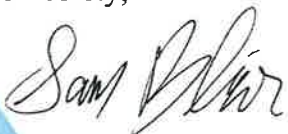
This work is reimbursable as the water mains are in conflict with construction activity related to proposed sanitary sewer piping and manholes. The total estimate for this work is \$368,600. Bellevue Public Works is responsible to pay a 6” equivalent cost of the 8” main for an estimated cost of \$341,100. The District is responsible to pay for the oversizing in the amount of \$27,500, which is the estimated difference in cost between a 6” main required and an 8” main installed. The costs to be covered by the District have been subtracted from the estimated final cost of the project. Upon project completion if the estimated cost for the work is not sufficient to cover the actual cost, Bellevue Public Works shall pay the District the difference. If the actual cost for the work is less than the amount paid, the difference will be refunded to Bellevue Public Works.

Before this work can be released for construction a check made out to Metropolitan Utilities District for the estimated amount must be received. Receipt of the check indicates your agreement to the District’s terms herein. Please address to my attention at the following:

ATTN: Samuel Blair  
Engineering Design  
Metropolitan Utilities District  
7350 World Communications Drive  
Omaha, NE 68122-4041

If you have any questions, please call me at (402) 504-0755.

Sincerely,



Samuel Blair  
Engineer II, Engineering Design

**M.U.D. Headquarters**  
7350 World Communications Drive, Omaha, NE 68122

 [mudomaha.com](http://mudomaha.com)     [/mudomahane](https://www.facebook.com/mudomahane)  
 [@mudwaterontap](https://www.instagram.com/mudwaterontap)     [@mudomahane](https://twitter.com/mudomahane)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: Dave Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**Closing of Project: 2025 Concrete Projects - Package 1 (BPW#250102)**

SYNOPSIS/BACKGROUND:

On May 6, 2025 The Honorable Mayor and City Council approved the 2025 Concrete Projects - Package 1 with an original estimated cost of \$882,776.00. The final cost of the project is \$799,776.90 at closing, which is a decrease of \$82,999.10.

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 final payment application in the amount of \$39,988.84. Approve Final Change Order in the amount of -\$82,999.10. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

- |   |  |   |
|---|--|---|
| 1. <input type="text" value="Final progress estimate"/>   | 2. <input type="text" value="Final Change Order"/> | 3. <input type="text" value="Certificate of Substantial Completion"/> |
| 4. <input type="text" value="Certificate of Acceptance"/> | 5. <input type="text"/>                            | 6. <input type="text"/>   |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Anna Prohilla*  
*[Signature]*  
*[Signature]*



We Influence The World!

City of Bellevue  
Public Works Administration  
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Project Name: 2025 Concrete Projects – Package 1  
Project Location: Various Locations  
BPW Project No. BPW-250102  
Contractor: NL&L Concrete Inc.  
Final Completion Date: November 26, 2025  
Bid Amount: \$882,776.00  
Total Completion Cost: \$799,776.90

## CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike  
Chairperson and Members of City Council  
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as 2025 Concrete Projects – Package 1 has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

---

David Goedecken  
Public Works Director



# PAY APPLICATION CONTINUATION SHEETS

PAY APPLICATION ONE Pay Period From: **11/27/2025** To: **4/10/2026** RUN DATE: **April 10, 2026**

PROJECT 010585.001 Concrete Projects - Package 1 City of Bellevue Contractor: NL&L Concrete, Inc.

PARTICIPATION 100% BPW

GROUP: Main

ITEM NUMBER	BID NUMBER	DESCRIPTION	PERCENT COMPLETE	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	QUANTITY TO DATE *	TO DATE DOLLARS *	QUANTITY ** THIS PERIOD	DOLLARS ** THIS PERIOD
1	1	Remove Sidewalk	0.00%	7,889.6	SF	\$2.00	\$15,779.20	7889.6	7889.6	\$15,779.20	0	\$0.00
2	2	Adjust Utility Valve to Grade	0.00%	3	EA	\$50.00	\$150.00	3	3	\$150.00	0	\$0.00
3	3	Construct 4" PCC Sidewalk	0.00%	7,261	SF	\$5.00	\$36,304.00	7260.8	7260.8	\$36,304.00	0	\$0.00
4	4	Construct 6" PCC Sidewalk	0.00%	2,519	SF	\$5.50	\$13,855.60	2519.2	2519.2	\$13,855.60	0	\$0.00
5	5	Construct Sidewalk Curb Wall	0.00%	539	SF	\$75.00	\$40,417.50	538.9	538.9	\$40,417.50	0	\$0.00
6	6	Construct 6" Imprinted PCC Concrete	0.00%	813	SF	\$8.00	\$6,507.20	813.4	813.4	\$6,507.20	0	\$0.00
7	7	Construct 6" PCC Curb Ramp	0.00%	2,533	SF	\$19.00	\$48,134.60	2533.4	2533.4	\$48,134.60	0	\$0.00
8	8	Construct Segmental Retaining Wall	#DIV/0!	-	SF	\$20.00	\$0.00	0	0	\$0.00	0	\$0.00
9	9	Construct 15" RCP, Class III	0.00%	15.3	LF	\$175.00	\$2,677.50	15.3	15.3	\$2,677.50	0	\$0.00
10	10	Construct 15" Storm Sewer Tap	0.00%	1	EA	\$1,800.00	\$1,800.00	1	1	\$1,800.00	0	\$0.00
11	11	Adjust Manhole to Grade	0.00%	1	EA	\$800.00	\$800.00	1	1	\$800.00	0	\$0.00
12	12	Construct Grate Inlet - Type A Double	0.00%	1	EA	\$8,000.00	\$8,000.00	1	1	\$8,000.00	0	\$0.00
13	13	Reconstruct Curb Inlet Walls	0.00%	1	EA	\$3,000.00	\$3,000.00	1	1	\$3,000.00	0	\$0.00
14	14	Install Seeding (Authorized)	0.00%	369.9	SY	\$6.00	\$2,219.40	369.9	369.9	\$2,219.40	0	\$0.00
15	15	Install Sodding (Authorized)	#DIV/0!	-	SY	\$9.00	\$0.00	0	0	\$0.00	0	\$0.00
16	16	Provide Temporary Traffic Control	0.00%	1.0	LS	\$4,500.00	\$4,500.00	1	1	\$4,500.00	0	\$0.00
17	17	Repair Pavement (OPW 4000)	0.00%	4,603.7	SY	\$80.00	\$368,296.00	4603.7	4603.7	\$368,296.00	0	\$0.00
18	18	Repair Curb and Gutter	0.00%	5,002.6	LF	\$32.00	\$160,083.20	5002.6	5002.6	\$160,083.20	0	\$0.00
19	19	Repair Driveway (OPW 4000)	0.00%	67.6	SY	\$48.00	\$3,244.80	67.6	67.6	\$3,244.80	0	\$0.00
20	20	Repair Median Surfacing	0.00%	923.1	SF	\$9.00	\$8,307.90	923.1	923.1	\$8,307.90	0	\$0.00
21	21	Adjust Inlet to Grade	0.00%	2	EA	\$900.00	\$1,800.00	2	2	\$1,800.00	0	\$0.00
22	22	Reconstruct Inlet	0.00%	1	EA	\$5,200.00	\$5,200.00	1	1	\$5,200.00	0	\$0.00
23	23	Remove and Replace Frame and Solid Manhole Cover	0.00%	1	EA	\$1,500.00	\$1,500.00	1	1	\$1,500.00	0	\$0.00
24	24	Remove and Replace Precast Inlet Top	0.00%	22	EA	\$2,800.00	\$61,600.00	22	22	\$61,600.00	0	\$0.00
25	25	Remove and Install New Sprinkler System Head	0.00%	3	EA	\$200.00	\$600.00	3	3	\$600.00	0	\$0.00
26	26	Rental of Equipment	#DIV/0!	-	HR	\$20.00	\$0.00	0	0	\$0.00	0	\$0.00
27	27	Mobilization / Demobilization	0.00%	1	LS	\$5,000.00	\$5,000.00	1	1	\$5,000.00	0	\$0.00
28	28	Towing	#DIV/0!	-	HR	\$120.00	\$0.00	0	0	\$0.00	0	\$0.00

Summary for 'Group' = Main (28 detail records) 100.00% SUBTOTAL | \$799,776.90 | | \$799,776.90 | | \$0.00

GROUP: Change Order

ITEM NUMBER	BID NUMBER	DESCRIPTION	PERCENT COMPLETE	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	QUANTITY TO DATE *	TO DATE DOLLARS *	QUANTITY ** THIS PERIOD	DOLLARS ** THIS PERIOD
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Summary for 'Group' = Change Order (0 detail record) SUBTOTAL | \$0.00 | | \$0.00 | | \$0.00

Summary for 'PROJECT NUMBER' = 010585.001 (28 detail records) 100.00% SUBTOTAL | \$799,776.90 | | \$799,776.90 | | \$0.00

100.00% GRAND TOTAL \$799,776.90 \$799,776.90 \$0.00

+ Note: Negative values indicate adjustment from previous weeks quantities

\*\* Note: "To Date" dollars and quantities may be adjusted. Any required modifications to previously recorded quantities will affect "To Date" totals.

**CHANGE ORDER NO.: 1**

Owner: City of Bellevue  
 Engineer: The Schemmer Associates  
 Contractor: NL&L Concrete, Inc.  
 Project: 2025 Concrete Projects – Package 1  
 Contract Name: NA

Owner's Project No.: BPW-250102  
 Engineer's Project No.: 010585.001  
 Contractor's Project No.:

Date Issued: 4/10/2026

Effective Date of Change Order:  
 Upon Full Execution Below

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order balances final bid-item quantities for project closeout purposes. See attached.

Attachments:

NA

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 882,776.00	Original Contract Times: Substantial Completion: 145 days or 10/24/25 Ready for final payment: 145 days or 10/24/25
Previous Change Orders: \$ 0	Increase from previously approved Change Orders: Substantial Completion: NA Ready for final payment: NA
Contract Price prior to this Change Order: \$ 882,776.00	Contract Times prior to this Change Order: Substantial Completion: 145 days or 10/24/25 Ready for final payment: 145 days or 10/24/25
Increase this Change Order: \$ -82,999.10	Increase this Change Order: Substantial Completion: 33 days or 11/26/25 Ready for final payment: 109 days or 2/10/26
Contract Price incorporating this Change Order: \$ 799,776.90	Contract Times with all approved Change Orders: Substantial Completion: 178 days or 11/26/25 Ready for final payment: 254 days or 2/10/26

Recommended by Engineer (if required)

Approved by Contractor:

By: Jonathan Todd  
 Title: Project Manager  
 Date: 4/10/26

[Signature]  
Contractor  
4/17/26

Authorized by Owner  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Final Project Quantity Balancing:

<u>Item Number</u>	<u>Item</u>	<u>Original Contract Quantity</u>	<u>Change in Quantity</u>	<u>Final Quantity</u>	<u>Unit Price</u>	<u>Change in Cost</u>	<u>Final Cost</u>
1	Remove Sidewalk	19,986.0	-12,078.4	7,889.6	\$2.00	-\$24,156.80	\$15,779.20
2	Adjust Utility Valve to Grade	3.0	0.0	3.0	\$50.00	\$0.00	\$150.00
3	Construct 4" PCC Sidewalk	14,788.0	-7,527.2	7,260.8	\$5.00	-\$37,636.00	\$36,304.00
4	Construct 6" PCC Sidewalk	5,224.0	-2,704.8	2,519.2	\$5.50	-\$14,876.40	\$13,855.60
5	Construct Curb Wall	60.0	+478.9	538.9	\$75.00	+\$35,917.50	\$40,417.50
6	Construct 6" Imprinted PCC Concrete	675.0	+138.4	813.4	\$8.00	+\$1,107.20	\$6,507.20
7	Construct 6" PCC Curb Ramp	2,402.0	+131.4	2,553.4	\$19.00	+\$2,496.60	\$48,134.60
8	Construct Segmental Retaining Wall	200.0	-200.0	0.0	\$20.00	-\$4,000.00	\$0.00
9	Construct 15" RCP, Class III	12.0	+3.3	15.3	\$175.00	+\$577.50	\$2,677.50
10	Construct 15" Storm Sewer Tap	1.0	0.0	1.0	\$1,800.00	\$0.00	\$1,800.00
11	Adjust Manhole to Grade	4.0	-3.0	1.0	\$800.00	-\$2,400.00	\$800.00
12	Construct Grate Inlet – Type A Double	1.0	0.0	1.0	\$8,000.00	\$0.00	\$8,000.00
13	Reconstruct Curb Inlet Walls	3.0	-2.0	1.0	\$3,000.00	-\$6,000.00	\$3,000.00
14	Install Seeding (Authorized)	240.0	+169.9	369.9	\$6.00	+\$779.40	\$2,219.40
15	Install Sodding (Authorized)	60.0	-60.0	0.0	\$9.00	-\$540.00	\$0.00
16	Provide Temporary Traffic Control	1.0	0.0	1.0	\$4,500.00	\$0.00	\$4,500.00
17	Repair Pavement (OPW 4000)	4,300.0	+303.7	4,603.7	\$80.00	+\$24,296.00	\$368,296.00
18	Repair Curb and Gutter	6,100.0	-1,097.4	5,002.6	\$32.00	-\$35,116.80	\$160,083.20
19	Repair Driveway (OPW 4000)	140.0	-72.2	67.6	\$48.00	-\$3,475.20	\$3,244.80
20	Repair Median Surfacing	1,000.0	-76.9	923.1	\$9.00	-\$692.10	\$8,307.90
21	Adjust Inlet to Grade	2.0	0.0	2.0	\$900.00	\$0.00	\$1,800.00
22	Reconstruct Inlet	1.0	0.0	1.0	\$5,200.00	\$0.00	\$5,200.00
23	Remove and Replace Frame and Solid Manhole	3.0	-2.0	1.0	\$1,500.00	-\$3,000.00	\$1,500.00
24	Remove and Replace Precast Inlet Top	26.0	-4.0	22.0	\$2,800.00	-\$11,200.00	\$61,600.00
25	Remove and Install New Sprinkler System Head	6.0	-3.0	3.0	\$200.00	-\$600.00	\$600.00
26	Rental of Equipment	200.0	-200.0	0.0	\$20.00	-\$4,000.00	\$0.00
27	Mobilization / Demobilization	1.0	0.0	1.0	\$5,000.00	\$0.00	\$5,000.00
28	Towing	4.0	-4.0	0.0	\$120.00	-\$480.00	\$0.00
Totals						-\$82,999.10	\$799,776.90

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Bellevue  
Engineer: The Schemmer Associates  
Contractor: NL&L Concrete, Inc.  
Project: 2025 Concrete Projects - Package 1  
Contract Name:

Owner's Project No.: BPW-250102  
Engineer's Project No.: 010585.001  
Contractor's Project No.:

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

All project work

Date of Substantial Completion: 11/26/25

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

NA

Amendments to Contractor's Responsibilities:  None  As follows:

NA

The following documents are attached to and made a part of this Certificate:

NA

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By : The Schemmer Associates

Name : Jon Goldie

Title: Project Manager

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
5/5/2026

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 260102 ST 26(2) Concrete Projects - Package 2 Professional Construction Engineering Services contract

SYNOPSIS/BACKGROUND:

Schemmer Associates to perform professional construction engineering services to include construction administration, construction observations, and material testing related to 2026 Concrete Projects - Package 2 to include: M146(227A) - Mission Gardens and M146(257A) - Southern Valley.

FISCAL IMPACT: \$153,800 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 260102 ST 26(2) Concrete Projects - Package 2 - CA

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 260102 2026 Concrete Projects - Package 2

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

CIP PROJECT NAME: 2026 Concrete Projects CIP PROJECT NUMBER: ST26(2)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Schemmer Associates in the amount of \$153,800 for professional construction engineering services for the 2026 Concrete Projects - Package 2.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Christine Bapillon*  
*Joseph Goedeken*  
*John Goedeken*

**SHORT FORM OF AGREEMENT  
BETWEEN CLIENT AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between City of Bellevue (“Client”) and The Schemmer Associates Inc. (“Engineer”).

Client Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: BPW-260102, 2026 Concrete Projects – Package 2 (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Refer to Attachment #1 and Exhibit A attached herewith. (“Services”).

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Client and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: refer to schedule contained in Exhibit A attached herewith.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day, and (2) in addition Engineer may, after giving seven days written notice to Client, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Client shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Client shall pay Engineer for Services as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
  - 2. Engineer's Standard Hourly Rates are attached in Exhibit A.
  - 3. The compensation for Services and reimbursable expenses is attached in Exhibit A.

Additional Services: For Additional Services, Client shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached in Exhibit A.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
    - c. Engineer shall have no liability to Client on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Client effective upon Engineer's receipt of written notice from Client.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any other Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost – NOT USED.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  3. Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. Such limited license to Client shall not create any rights in third parties.
- G. Client and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Client and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Client under this Agreement shall be limited to \$25,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### *Attachments:*

Attachment #1: April 2026 100% Construction Plans

Exhibit A: Supplemental General Conditions, Scope, Fees, Hourly Rates and Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client: City of Bellevue

Engineer: The Schemmer Associates Inc.

By: \_\_\_\_\_

By: Doug Holle

Print name: \_\_\_\_\_

Print name: Doug Holle, PE

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

Title: Executive Vice President, Engineering

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

Date Signed: April 27, 2026

Address for Client's receipt of notices:

Address for Engineer's receipt of notices:

1044 North 115<sup>th</sup> Street, Suite 300

Omaha NE 68154

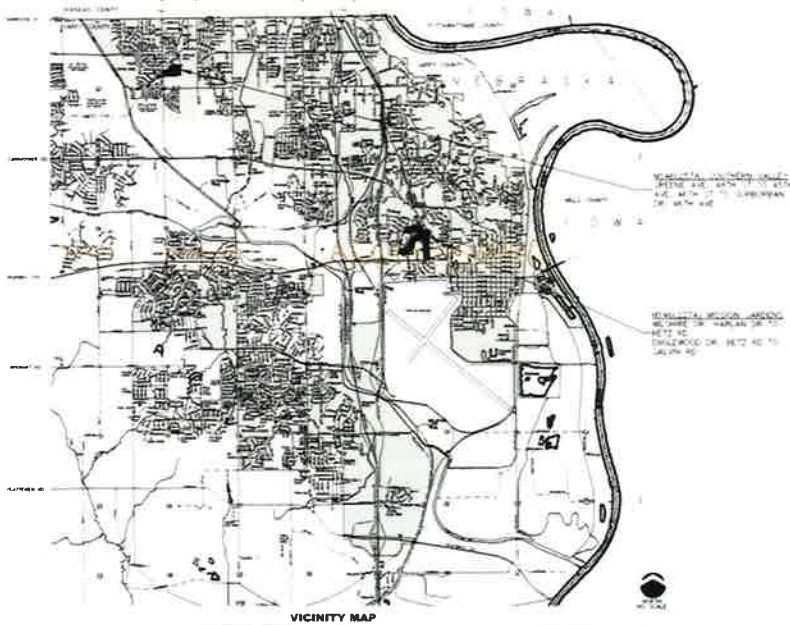
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# Attachment #1

## CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT PLANS FOR CONSTRUCTION

BPW-260102  
2026 CONCRETE PROJECTS - PACKAGE 2  
APRIL 2026



### INDEX OF SHEETS

SHEET NO.	SHEET NAME
1001	GENERAL NOTES
1002	GENERAL NOTES
1003	GENERAL NOTES
1004	GENERAL NOTES
1005	SUMMARY OF QUANTITIES
1006	SOUTHERN VALLEY VE MAP
1007	REMOVALS & CONSTRUCTION
1008	REMOVALS & CONSTRUCTION
1009	REMOVALS & CONSTRUCTION
1010	REMOVALS & CONSTRUCTION
1011	REMOVALS & CONSTRUCTION
1012	REMOVALS & CONSTRUCTION
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1016	REMOVALS & CONSTRUCTION
1017	REMOVALS & CONSTRUCTION
1018	REMOVALS & CONSTRUCTION

### CITY OF OMAHA STANDARD PLATES

1019	REMOVALS & CONSTRUCTION
1020	REMOVALS & CONSTRUCTION
1021	REMOVALS & CONSTRUCTION
1022	REMOVALS & CONSTRUCTION
1023	REMOVALS & CONSTRUCTION
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1099	REMOVALS & CONSTRUCTION
1100	REMOVALS & CONSTRUCTION

THE STANDARD PLATES ARE USED AS THE STANDARD FOR THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST REVISIONS OF ALL CITY OF OMAHA STANDARD PLATES AND SPECIFICATIONS AND FOR MAKING THEM A PART OF THE CONTRACT DOCUMENTS.

THESE PLANS USE THE PROJECTIONS AND DATUMS OF THE CITY OF BELLEVUE. ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.

ALL SITE PLAN INFORMATION IS BASED UPON THE SURVEY DATA.

ALL SITE PLAN INFORMATION IS BASED UPON THE SURVEY DATA.

NEBRASKA 811  
Call before you dig



**CITY OF BELLEVUE**  
Public Works Department  
Bellevue

1000 Bellevue Parkway, Suite 100  
Bellevue, NE 68005  
Phone: 402.426.7000  
Fax: 402.426.7001

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2026 CONCRETE PROJECTS - PACKAGE 2  
NUMBER LOCATIONS  
VICINITY MAP

The project consists of Construction Inspection and Materials Testing (Basic Services). Attachment #1 illustrates the plans

## **SUPPLEMENTAL GENERAL CONDITIONS**

**ACCESS TO SITES, PERMITS, AND APPROVALS.** The Client shall furnish The Schemmer Associates Inc. with right-of-access to the site in order to conduct the planned work. Unless otherwise agreed, the Client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While The Schemmer Associates Inc. will take reasonable precautions to minimize damage to the property, it is understood by the Client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

**UTILITIES.** In the performance of its work, The Schemmer Associates Inc. will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The Client agrees to hold The Schemmer Associates Inc. harmless and indemnify The Schemmer Associates Inc. for any claims, payments, or other liability, including attorney fees, incurred by The Schemmer Associates Inc. for damage to any subsurface utilities or structures which are not correctly identified to The Schemmer Associates Inc.

**UNANTICIPATED HAZARDOUS MATERIALS.** It shall be the duty of the Client to advise The Schemmer Associates Inc. of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by The Schemmer Associates Inc. If The Schemmer Associates Inc. observes or suspects the existence of hazardous materials during the course of providing services, The Schemmer Associates Inc. may, at its option, terminate further work on the project and notify Client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of The Schemmer Associates Inc., The Schemmer Associates Inc. may, at its option, terminate this contract. It is understood and agreed that The Schemmer Associates Inc. does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its services.

**DELIVERABLES.** The Schemmer Associates Inc. will furnish up to 2 copies of deliverables to the Client. Additional copies will be provided at the expense of the Client.

**OWNERSHIP OF DOCUMENTS.** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by The Schemmer Associates Inc. as instruments of service shall remain the property of The Schemmer Associates Inc.

**SAMPLE DISPOSAL.** Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.

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

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

# Scope of Services

## CONSTRUCTION ENGINEERING SERVICES BPW-260102

2026 Concrete Projects – Package 2

### SCOPE OF SERVICES

#### INTRODUCTION

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

#### 1. PROJECT DESCRIPTION

Remove and replace PCC pavement and sidewalk panels for various locations/projects throughout the City of Bellevue. Work also includes construction of new ADA curb ramps and replacement of curb inlet tops. We anticipate at this time and for the purposes of fee estimate that the project will take approximately 16 calendar weeks to construct with an estimated 80 working days during the following period:

- Anticipated Construction Start: 6/22/26
- Substantial Completion: 10/9/26
- Final Completion: 10/23/26

#### 2. PRE-CONSTRUCTION PHASE

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

- A. Develop informational flyers for contractor to hand out to residents and businesses impacted by the construction
- B. Schedule and conduct preconstruction meeting with all stakeholders. Send meeting minutes out.
- C. Review contractor submittals including schedule.
- D. Take preconstruction photos.

#### 3. CONSTRUCTION PHASE

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

- A. Establish a procedure for managing, tracking, and storing all relevant documents between the contractor and the City.

- B. Mobilize a construction inspection team on site for the duration of the construction activities. Inspector anticipated to be on site 9 hours per working day, Monday through Friday with no Saturday work.
- C. Maintain project field diaries, accurate quantities, files and records, and photos.
- D. Input Daily Diary and quantities in the provided City Daily report form.
- E. Monitor the contractors' activities for compliance with the plans and specifications.
- F. Review work zone traffic control devices each day.
- G. Attend weekly meetings (Construction Progress Meetings) with the contractor and record meeting minutes. Sixteen (16) progress meetings are anticipated for this project.
- H. Observe and record change order and force account work. Two (2) change orders are anticipated for this project.
- I. Generate / review pay applications. Five (5) pay applications are anticipated for this project.
- J. Mark pavement and sidewalk removals for contractor. Lay out curb ramp openings and review the contractor's form work for constructing ADA ramps.

#### 4. CONSTRUCTION CLOSEOUT

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

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

#### 5. MATERIALS TESTING SERVICES

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

- A. Perform all necessary materials testing in conformance with the City of Omaha Materials and Testing Manual. This includes the following anticipated quantity of tests:
  - 50 Concrete Tests (Slump, Air Content, Compressive Strength Cylinders)
- B. Acquire, record, and provide all necessary material certifications.
- C. Provide all test reports and certifications to the project manager within one (1) day of performing the test or receiving the material certifications.

## Fee Estimate



Design with Purpose. Build with Confidence.

**Manhour Estimate Form  
BPW 260102  
2026 Concrete Projects - Package 2  
April 24, 2026**

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	CON INSP	ENGR TECH	TOTAL PER TASK	Subtask	Task
							Cost	Cost
<b>1.0</b>	<b>Project Management and Coordination</b>							\$ 5,490.00
1.a	General Project Management	6	13			19	\$ 5,490.00	
<b>2.0</b>	<b>Pre-Construction Phase</b>							\$ 3,900.00
2.a	Information Flyers		4	1		5	\$ 940.00	
2.b	Schedule and Conduct Pre-Construction Meeting		6	2		8	\$ 1,470.00	
2.c	Review and Approve Construction Submittals		2	1		3	\$ 530.00	
2.d	Pre-Construction Photos and Videos			8		8	\$ 960.00	
<b>3.0</b>	<b>Construction Phase</b>							\$ 121,830.00
3.a	Establish Procedure for Managing Records		2	2		4	\$ 650.00	
3.b	Mobilize Construction Inspection		30	80		110	\$ 15,750.00	
3.c	Maintain Field Diaries, Quantities, Records, and Photos		4	40		44	\$ 5,620.00	
3.d	Input Daily Diaries and Quantities		4	40		44	\$ 5,620.00	
3.e	Monitor Contractor's Activities for Conformance with Plans and Specifications		32	512		544	\$ 68,000.00	
3.f	Review Work Zone Traffic Devices on Daily Basis		8	40		48	\$ 6,440.00	
3.g	Attend Weekly Meetings with Contractor and Record Meeting Minutes		32	16		48	\$ 8,480.00	
3.h	Observe and Record Change Order and Force Account Work		6	3		9	\$ 1,590.00	
3.i	Generate / Review Pay Applications		8	2		10	\$ 1,880.00	
3.j	Mark Removals and Curb Ramps in Accordance with City of Omaha Standards		24	24		48	\$ 7,800.00	
<b>4.0</b>	<b>Construction Closeout</b>							\$ 5,820.00
4.a	Conduct Final Walkthrough / Inspection		8	8		16	\$ 2,600.00	
4.b	Prepare Punch List for Contractor		2	4		6	\$ 890.00	
4.c	Verify All Work Has Been Completed, Inspected, and Approved		2	16		18	\$ 2,330.00	
<b>5.0</b>	<b>Materials Testing</b>							\$ 13,760.00
5.a	Perform All Required Materials Testing in Conformance with City of Omaha MSG		4	50	50	104	\$ 11,570.00	
5.b	Acquire, Record, and Provide All Materials Certifications		2	2		4	\$ 650.00	
5.c	Provide All Materials Test Reports to City within 1 Day		4	6		10	\$ 1,540.00	
<b>TOTALS</b>		6	202	857	50	1115		
Total Labor Fee		\$ 1,800.00	\$ 41,410.00	\$ 102,840.00	\$ 4,750.00	\$ 150,800.00		\$ 150,800.00
Expenses								\$ 3,000.00
Total Estimated Fee								\$ 153,800.00

# Schedule of Hourly Rates

Effective January 1, 2026

<b>Standard Rates</b>
-----------------------

Principal	\$ 300.00
Senior Project Manager II	\$ 245.00
Senior Project Manager	\$ 215.00
Project Manager II	\$ 185.00
Project Manager	\$ 160.00
Senior Registered Architect	\$ 190.00
Registered Architect	\$ 150.00
Senior Interior Designer	\$ 190.00
Interior Designer II	\$ 135.00
Interior Designer I	\$ 115.00
Senior Registered Engineer III	\$ 245.00
Senior Registered Engineer II	\$ 230.00
Senior Registered Engineer	\$ 205.00
Registered Engineer II	\$ 170.00
Registered Engineer	\$ 155.00
Senior Engineer E.I.	\$ 140.00
Engineer E.I.	\$ 125.00
Senior Designer III	\$ 205.00
Senior Designer II	\$ 185.00
Senior Designer	\$ 145.00
Designer	\$ 115.00
Design Technician with Drone	\$ 225.00
Design Technician with Scanner	\$ 225.00
Design Technician II	\$ 135.00
Design Technician	\$ 105.00
CADD Technician	\$ 90.00
Senior Project Representative	\$ 165.00
Project Representative II	\$ 130.00
Project Representative	\$ 120.00
Senior Registered Land Surveyor	\$ 190.00
Registered Land Surveyor	\$ 165.00
Assistant Survey Manager	\$ 155.00
3 Man Survey Crew	\$ 270.00
2 Man Survey Crew	\$ 205.00
1 Man Survey Crew	\$ 125.00
Survey Party Chief	\$ 120.00
Survey Instrument Person	\$ 100.00
Field Technician IV	\$ 160.00
Field Technician III	\$ 115.00
Field Technician II	\$ 95.00
Field Technician I	\$ 85.00
Project Coordinator	\$ 95.00
Administrative Support	\$ 90.00

NOTE: Hourly rates are subject to change annually each January.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
5/5/2026

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement with D.C. Electric for installation of 5 light poles at Swanson Park parking lot.

SYNOPSIS/BACKGROUND:

D.C. Electric to install 5) 25' light poles to light top half of parking lot, playground and trail entrance.

FISCAL IMPACT: \$38,588.00 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: D.C. Electric INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

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:

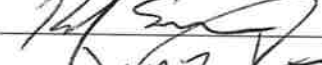
Approve and authorize the Mayor to sign the Agreement with D.C. Electric / Heartland Lighting, Inc. to install 5) new 25' light poles to be placed at the top half of parking lot, playground, trail entrance, located at Swanson Park, 3110 Cornhusker Rd. Bellevue, NE 68147, in an amount not to exceed \$38,588.00.

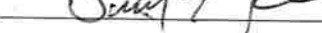
ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 



Agreement/Quote

D.C. Electric / Heartland Lighting, Inc.



4-17-2026

To: City of Bellevue  
Att: Jim Shada/Mark Blackburn  
Re: Swanson Park

Jim/Mark, here are 2 different options that the lighting rep sent over. One is for a 4 pole set up and the other is for a 5 pole set up. I am attaching the photos that they sent me on both for what it would look like.

Quote includes the following:

- Purchase 25' poles, photo eyes, base cover, & LED fixtures.
- Directional bore from panel located on SP Benson Dr. This panel is approx. 100 ft before you make the turn to head to Swanson Park. Directional bore from panel to first light pole, then continue to bore from pole to pole.
- Drill holes, form up pole bases, & pour all concrete bases.
- Add ground rod & conduit.
- Pull all conductors.
- Assemble poles & set poles with crane.
- Pole bases would be 24" in diameter, 5 ft. below grade, & 30 to 36" above grade to protect the pole.

Above quote includes all material, permits, & labor.

Option #1-4 pole install. \$33,868.00  
Option #2-5 pole install. \$38,588.00

Exclusions  
Any reseeding or sodding if needed.

City of Bellevue

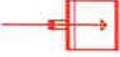
By: \_\_\_\_\_

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

## Calculation Summary

Label	CalcType
Entrance	Illuminance
Parking Lot-	Illuminance

## Luminaire Schedule

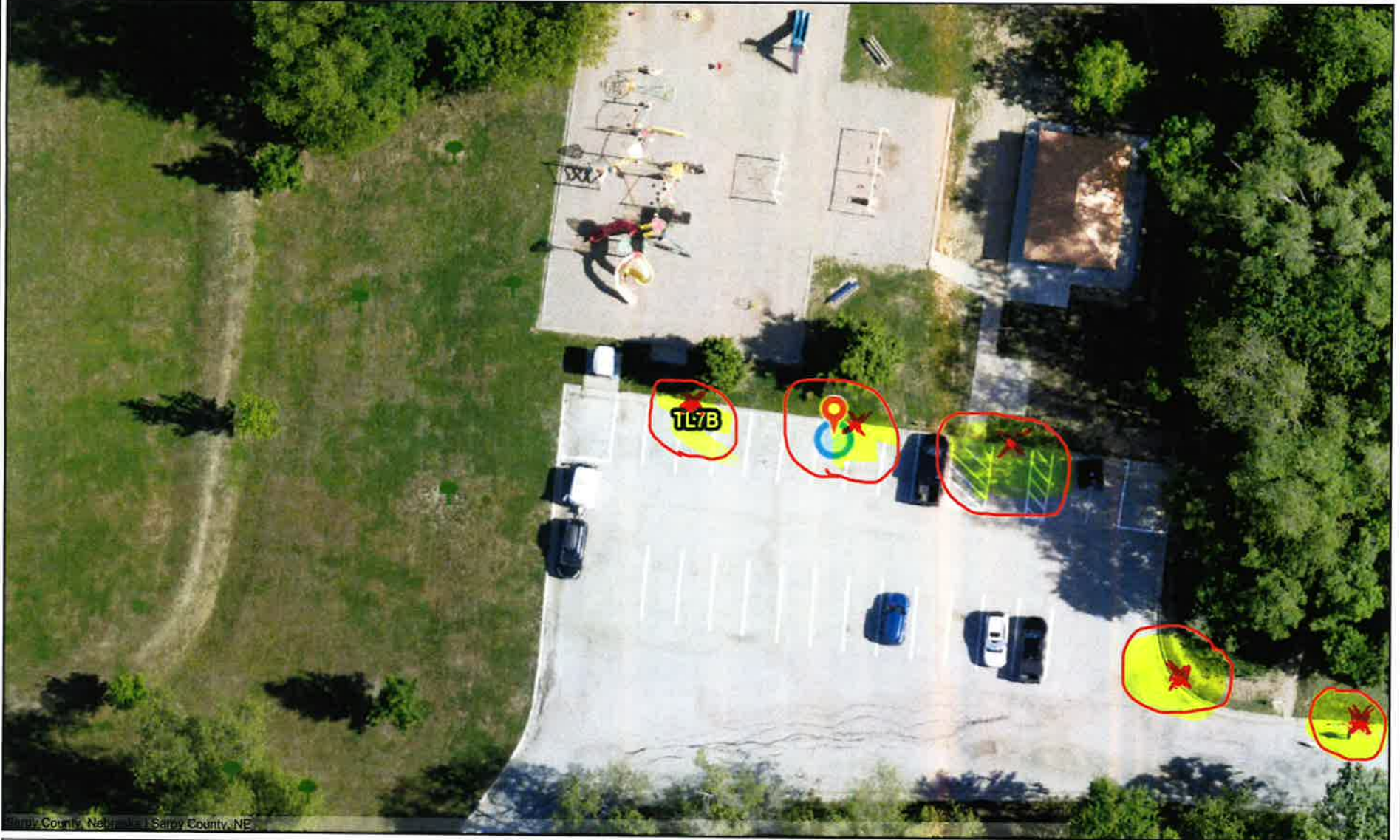
Symbol	Qty	Tag	Label
	5	A3	A22-320

## Expanded Luminaire Location Summary

LumNo	Tag	X	Y
4	A3	455.006	256.327
6	A3	177.501	377.433
8	A3	352.545	373.46
9	A3	269.689	374.909
10	A3	606.372	234.313
Total Quantity: 5			



# SWANSON PARK LIGHTING



Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 564

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



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
5/5/2026

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: Dave Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Drainage Improvements at 25th & Olive Street

SYNOPSIS/BACKGROUND:

Scope of Work to be completed with JEO Consulting Group Inc., on the Drainage Improvements at 25th & Olive Street. The services will evaluate the watershed draining to this area, identify drainage deficiencies, and recommend improvements to address the deficiencies. This will include the runoff entering the property from both Olive Street and 25th Street.

FISCAL IMPACT: \$24,500.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY: JEO Consulting Group, Inc INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME: 25th & Olive Streets Drainage Improvements

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

CIP PROJECT NAME: Drainage Improvements CIP PROJECT NUMBER: CIPST26(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

Approve and authorize the Mayor to sign the Agreement between the City of Bellevue and JEO Consulting Group Inc. for the Scope of Work to be completed at 25th & Olive Street not exceed \$24,500.00 for drainage improvements.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Anna Bapillon*  
*[Signature]*  
*[Signature]*



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 5, 2026 between City of Bellevue (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Quail Creek Dam Feasibility (“Project”).

JEO Project Number: 261180.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$24,500.00 (hourly not to exceed)
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Engineer: JEO Consulting Group, Inc.

\_\_\_\_\_

  
\_\_\_\_\_

By: Rusty Hike

By: John G. Petersen, PE

Title: Mayor

Title: Senior Project Manager

Date Signed:           

Date Signed: April 29, 2026

Address for giving notices:

Address for giving notices:

City of Bellevue

JEO Consulting Group, Inc.

1500 Wall Street

1937 North Chestnut Street

Bellevue, NE 68005

Wahoo, NE 68066



**25<sup>th</sup> & Olive Streets Drainage Improvements**  
**CITY OF BELLEVUE, NEBRASKA**  
**Study Phase**  
**Project Number: 261180.00**

**PROJECT OVERVIEW**

The City of Bellevue has experienced poor drainage around the intersection of 25<sup>th</sup> & Olive Streets. The resident on the NW corner of the intersection has raised complaints about poor drainage and standing water in their yard after rainfall events. There is storm sewer on the east side of 25<sup>th</sup> Street, but no curb and gutter or storm sewer system in the project area. Water currently sheet flows over the streets and generally to the west and north. There is an existing culvert under Olive Street that outlets onto the study property.

At this time, the City does not wish to include topographic survey and will rely on publicly available information such as LiDAR. The initial study phase also will not include any property owner meetings or public engagement efforts. The following scope describes the services to evaluate the watershed draining to this area, identify drainage deficiencies, and recommend improvements to address the deficiencies. This includes runoff entering the property from both Olive Street and 25<sup>th</sup> Street.

**PROJECT SCOPE OF WORK:**

JEO will assist the City with the following main tasks:

- Hydrology and Hydraulics
- Alternatives Analysis and Recommendations
- Project Meetings and Management
- *Permitting and Final Design Phase (to be contracted in the future)*
- *Construction Phase (to be contracted in the future)*

**TASK SERIES 100 – HYDROLOGIC AND HYDRAULIC ANALYSIS**

**Task 101 – Site Visit**

The JEO project team will meet with City staff to visit the area of concern. The visit will review existing site conditions, potential for improvements/modifications and other site constraints for the purposes of evaluating the watershed and developing projects to reduce or limit the flood risk.

**Task 102 – Hydrology**

Hydrology will be completed for each sub-basin and will consider scenarios for the two-year, five-year, ten-year and 100-year storm events. Drainage catchments will be delineated and mapped to emphasize specific features in the area including culverts, ditch confluences and major land use changes. The hydrologic evaluation will follow the 2014 version of the Omaha Regional Stormwater Design Manual.

**Task 103 – Hydraulics**

A hydraulic evaluation will include an analysis of the culvert and open channels in the watershed. This evaluation will review capacity and the ability to adequately collect and convey storm water runoff from the storm events identified in the hydrologic evaluation.

Depending on the findings, hydraulic modeling will be performed with FlowMaster, HY8, HEC RAS, or other standard modeling platform.

Inundation limits will be developed for the existing conditions. The inundation limits will identify potential risks for structural and/or street flooding. These inundation areas will be determined for various storm events included in the hydrologic evaluation.

Task Deliverables:

- Hydrologic and Hydraulic evaluations will be completed and summarized in the final deliverable

Task Understandings/Assumptions

- JEO will rely on existing storm sewer data to be provided by the City.
- No topographic survey will be collected during the study phase.
- JEO will utilize existing LiDAR data to complete this analysis.
- No potholing or additional explorations for utilities will occur.
- No ROW information will be collected or researched.
- Hydraulic evaluation will focus on the main drainage path near the intersection, residence and roadway crossings

**TASK SERIES 200 – ALTERNATIVES ANALYSIS AND RECOMMENDATIONS**

Task 201 – Improvement Project Recommendations

Conceptual improvements will be developed. The conceptual improvements may include new or modified infrastructure to address existing system deficiencies. Any other known city projects such as street, water/sewer, or other utility improvements will be considered during the development of the conceptual improvements. The proposed improvements will be included in a separate hydraulic modeling scenario (if applicable) to confirm sizing and performance. Conceptual improvements will be documented including an opinion of cost, regulatory (permitting) implications, impacts on other utilities and other considerations.

Up to three potential alternatives will be investigated, which may include improvements such as:

- Ditching
- Drainage pipe replacements or drainage crossing improvements
- Additional storm sewer

The final recommended improvement may be a combination of the above-listed alternatives.

Task 202 – Draft Report

A draft report will be developed and submitted to the City at the 80% completion stage. Comments will be reviewed with the City during a conference call and incorporated into the final report.

Task 203 – Final Report

The final report will incorporate the comments collected from the City. This report will include all necessary maps and figures. The appendix will include additional supporting documentation.

Task 204 – Concept Design Plans

Conceptual design will be shown on GIS based exhibits. No CAD design is anticipated during this study phase.

Task Deliverables:

- Conceptual improvements, cost opinions and recommended prioritization/phasing

Task Understandings/Assumptions

- Conceptual improvements will be developed for up to 3 alternatives.
- Development of grant applications is not included in this scope of services.
- Final Design/Construction services are not included in this scope of services.

**TASK SERIES 300 – PROJECT MEETINGS AND MANAGEMENT**

Task 301 – General Project Management and Quality Control

- Provide contract administration services
  - Project invoicing and monthly progress reports
- Establish and maintain a project schedule and budget
- Provide oversight throughout the project to ensure scope of services, budget and schedule are met.
- Coordinate and integrate various technical disciplines to facilitate efficient completion of project deliverables.

Task 302 – Meetings

Prior to beginning technical tasks, JEO will facilitate a kick-off meeting with City staff to identify known problem areas. Documentation of previous flooding and/or damage will be requested and if available included as an appendix in the final deliverable. Information gathered at this kick-off meeting will be utilized to calibrate the models and evaluations. Meeting will be attended by up to 2 JEO staff.

Once the evaluation of the existing system is nearing completion and the development of proposed recommendations is underway, JEO will facilitate a prioritization meeting with City staff to review the existing system deficiencies and to discuss potential projects. Prioritization of these projects will also be discussed. Potential considerations for prioritization of projects may include: need and/or severity of the improvement, cost of the improvement, implications on other infrastructure (public or private), and permitting implications. Meeting will be attended by up to 2 JEO staff.

At the completion of the evaluation and development of the final deliverable, the JEO Project Manager will present the final deliverable to the City staff and review the recommendations. Meeting will be attended by up to 1 JEO staff.

Task Meetings:

- Kick-off meeting with City staff (1 meeting, could be onsite)
- Prioritization meeting with City staff (1 meeting, virtual)
- Presentation of final recommendations to City staff (1 meeting, virtual)

Task Deliverables:

- Project Schedule
- Contract Amendments for written authorization (when appropriate)
- Monthly project invoices and progress reports

Task Understandings/Assumptions

- Project invoices and progress reports will be provided monthly. Invoices will be provided at the Task Series level.

- The general duration of this project is anticipated over 6 months. Additional delays outside of JEO’s control may require amendments to this scope of work.
- No public engagement or property owner meetings will occur during the study phase.

**FUTURE PHASES: PERMITTING, FINAL DESIGN, BIDDING ASSISTANCE AND CONSTRUCTION**

To be negotiated upon completion of this Study Phase.

**PROPOSED PROJECT SCHEDULE:**

The anticipated time frame is as follows:

Notice to Proceed (NTP):	May 15, 2026
H&H:	NTP + 45 days
Alternatives and Recommendations:	NTP + 90 days

Project schedule is dependent upon:

- Timely reviews of submittals by City

**PROJECT FEE AND PAYMENT SCHEDULE**

The engineering fee will be billed monthly based upon work completed to date at an hourly not to exceed amount of \$24,500.00.

- Fee Breakdown:

Phase	Fee
Hydrology and Hydraulics	\$7,500
Alternatives Analysis and Recommendations	\$13,500
Project Meetings and Management	\$3,500
<b>TOTAL</b>	<b>\$24,500.00</b>

JEO will invoice monthly for services to date, due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1% per month), credited first to interest and then to principal. JEO reserves the right to redistribute fee amongst project tasks so long as the total contract amount remains unchanged.

**SCOPE OF SERVICES AND FEE ESTIMATE FOR ADDITIONAL SERVICES**

A scope of services and fee estimate for additional services outside of this agreement and any future phases will be provided at such time as the scope of services can be further refined.

**SERVICES NOT INCLUDED:**

If necessary, a fee for these services can be negotiated.

1. Additional site visits, meetings, and public information efforts not previously noted
2. Topographic survey
3. Geotechnical investigations
4. Cultural resource investigation and/or coordination
5. Threatened or endangered species surveys
6. Environmental Permitting Services
7. Title research

8. Survey of other utilities other than what is located via One Call
9. FEMA (or other) grant applications or assistance
10. Final Design Phase services
11. Bidding and Construction Phase services

**SERVICES PROVIDED BY CITY:**

1. Designate a staff member as the project representative.
2. Provide available data and feedback, as necessary.
3. Ensure right of entry (if necessary) from landowners for field activities.

# JEO CONSULTING GROUP INC. ▯ JEO ARCHITECTURE INC.

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

## JEO CONSULTING GROUP INC = JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
5/5/2026

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: Dave Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Release of existing Sanitary Sewer Easement and Re-dedication correcter of Permanent Sanitary Sewer Easement for LOT 1 FONTENELLE HILLS ESTATES IV.

SYNOPSIS/BACKGROUND:

Property owner agrees to grant, transfer and convey to the City of Bellevue the Release and Re-dedication Permanent Easement of Sanitary Sewer in, through, over and under Lot 1, Fontenelle Hills Estates IV, an addition to the City of Bellevue and which the Sanitary Sewer Easement is described in documents attached.

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 Release and Re-dedication of Permanent Sanitary Sewer Easement for LOT 1 FONTENELLE HILLS ESTATES IV.

ATTACHMENTS:

1. <input type="text" value="Release"/>	2. <input type="text" value="Permanent Easement"/>	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: \_\_\_\_\_



# FONTENELLE HILLS ESTATES

LOTS 1,2,3,4,5,6,7 and 8

BEING A REPLAT OF LOT 1, FONTENELLE REPLAT 8,  
LOTS 12, 13, 16, 17, 19, 55A, 233 AND 234  
AND 1/2 OF VACATED LAUREL LANE, FONTENELLE,  
SW 1/4 SEC. 24-14-13, SARPY COUNTY, NEBRASKA.

### SURVEYOR'S CERTIFICATE

I, RONALD E. HILL, THE UNDERSIGNED SURVEYOR, HAVE BEEN CALLED TO RECONSTRUCT THE BOUNDARIES AND CORNERS OF THE ABOVE DESCRIBED TRACT OF LAND... (text continues with survey details)

**REMARKS:** THE BOUNDARIES OF LOT 1, FONTENELLE REPLAT 8, ARE AS FOLLOWS: BEING A REPLAT OF LOT 1, FONTENELLE REPLAT 8, LOTS 12, 13, 16, 17, 19, 55A, 233 AND 234 AND 1/2 OF VACATED LAUREL LANE, FONTENELLE, SW 1/4 SEC. 24-14-13, SARPY COUNTY, NEBRASKA.

**REMARKS:** THE BOUNDARIES OF LOT 2, FONTENELLE REPLAT 8, ARE AS FOLLOWS: BEING A REPLAT OF LOT 2, FONTENELLE REPLAT 8, LOTS 12, 13, 16, 17, 19, 55A, 233 AND 234 AND 1/2 OF VACATED LAUREL LANE, FONTENELLE, SW 1/4 SEC. 24-14-13, SARPY COUNTY, NEBRASKA.

**REMARKS:** THE BOUNDARIES OF LOT 3, FONTENELLE REPLAT 8, ARE AS FOLLOWS: BEING A REPLAT OF LOT 3, FONTENELLE REPLAT 8, LOTS 12, 13, 16, 17, 19, 55A, 233 AND 234 AND 1/2 OF VACATED LAUREL LANE, FONTENELLE, SW 1/4 SEC. 24-14-13, SARPY COUNTY, NEBRASKA.

**REMARKS:** THE BOUNDARIES OF LOT 4, FONTENELLE REPLAT 8, ARE AS FOLLOWS: BEING A REPLAT OF LOT 4, FONTENELLE REPLAT 8, LOTS 12, 13, 16, 17, 19, 55A, 233 AND 234 AND 1/2 OF VACATED LAUREL LANE, FONTENELLE, SW 1/4 SEC. 24-14-13, SARPY COUNTY, NEBRASKA.

**DEDICATION:** I, THE SURVEYOR, HEREBY DEDICATE TO THE PUBLIC THE BOUNDARIES AND CORNERS OF THE ABOVE DESCRIBED TRACT OF LAND... (text continues with dedication details)

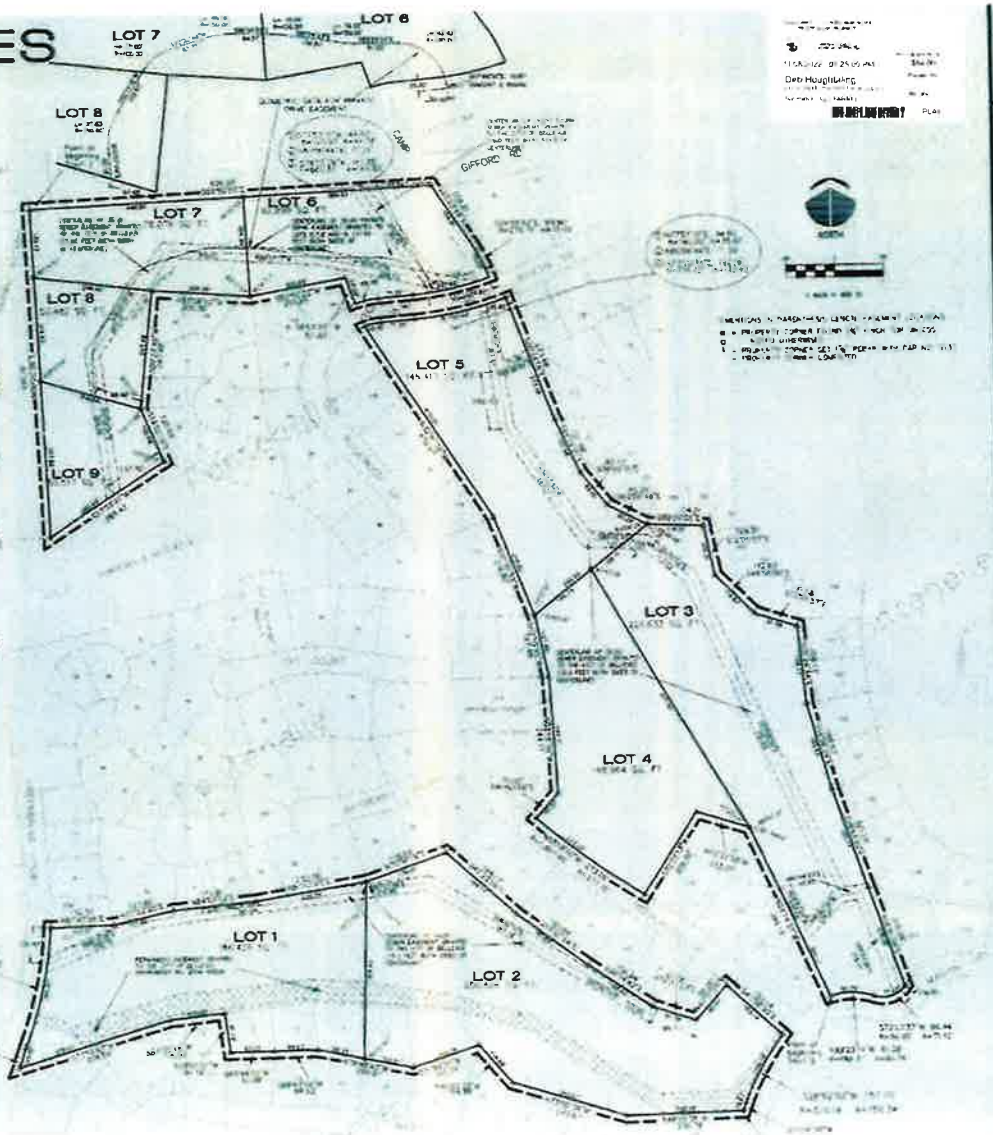
**ACKNOWLEDGMENT OF NOTARY:** I, the undersigned Notary Public, do hereby certify that the above described parties are duly qualified to execute this instrument... (text continues with notary details)

**COUNTY TREASURER'S CERTIFICATION:** I, the undersigned County Treasurer, do hereby certify that the above described parties are duly qualified to execute this instrument... (text continues with treasurer details)

**REVIEW BY SARPY COUNTY PUBLIC WORKS:** I, the undersigned Public Works Director, do hereby certify that the above described parties are duly qualified to execute this instrument... (text continues with public works details)

**APPROVAL OF BELLEVUE PLANNING COMMISSION:** I, the undersigned Planning Commission Chair, do hereby certify that the above described parties are duly qualified to execute this instrument... (text continues with planning commission details)

**APPROVAL OF BELLEVUE CITY COUNCIL:** I, the undersigned City Council Chair, do hereby certify that the above described parties are duly qualified to execute this instrument... (text continues with city council details)



**DR. MCELROY**  
DATE: 08/23/2022  
DRAWN: RCH  
DATE: 07/16/2022  
DATE: 08/06/2022  
Dwg: Moulting  
Scale: 1" = 40'  
Sheet: 1 of 1  
Project: 2022-28466

**FONTENELLE HILLS ESTATES**  
FINAL PLAT  
SW 1/4 SEC. 24-14-13  
SARPY COUNTY, NEBRASKA.

**LFA LAND-FARRELL ASSOCIATES, INC.**  
Land Surveyors  
Bellevue, NE 68005 (402) 291-6100

PROJECT NO  
2022-28466



## **PERMANENT SANITARY SEWER EASEMENT**

For valuable consideration, receipt and sufficiency hereby acknowledged, Fontenelle Hills Golf Club, the (Grantors), hereby grant, transfer and convey to the City of Bellevue, Nebraska, a municipal corporation and public subdivision (Grantee), its successors and assigns. A permanent Sanitary Sewer Easement in, through, over and under Lot 1, Fontenelle Hills Estates IV, an addition to the City of Bellevue, Sarpy County, Nebraska and which Sanitary Sewer Easement is particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the Legal descriptions of the Easement Area, hereinafter referred to as the Easement Area.

For the purpose of constructing, repairing, inspecting and maintaining a sanitary sewer line. Grantee shall have the right of ingress and egress upon said Easement Area at any time to inspect, reconstruct, maintain and repair said structure. This Easement Area is also for the benefit of any contractor, agent, employee or representative of the Grantee.

Grantor may continue to use the surface of said Easement Area for any purpose not inconsistent with the rights herein granted including landscaping, drives or sidewalks, provided that Grantee shall not construct any building, structure or other object on the Permanent Easement Area without the Grantor's prior written consent which shall not be reasonably withheld.

Grantee will replace, rebuild or repair any damage to the Easement Area caused by its construction or maintenance of said structure landscaping or improvements; provided, however that Grantee shall not be required to replace landscaping or improvements other than ordinary sod or seeding, if any such repair, maintenance or replacement of the sanitary sewer cannot be reasonably conducted without disturbance to landscaping.

Grantor warrants ownership of the Easement Area and has the right to grant and convey this Easement. This Easement runs with the land and is permanent in duration

and shall bind the parties, their successors, heirs and assigns forever.

Grantor shall indemnify and hold harmless Grantor from any liability, Including reasonable attorney fees and costs, in connection with the Grantee's use under this easement.

This instrument contains the entire agreement of the parties and Grantor in executing and delivering this instrument has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Fontenelle Hills Golf Club, A Nebraska General Partnership  
Gary F. Friedenbach, Partner

**STATE OF NEBRASKA)**  
**COUNTY OF SARPY ) SS.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Gary F, Friedenbach, who is personally known by me to be the identical person who signed the foregoing instrument, and he did acknowledge the execution thereof to be his voluntary act .

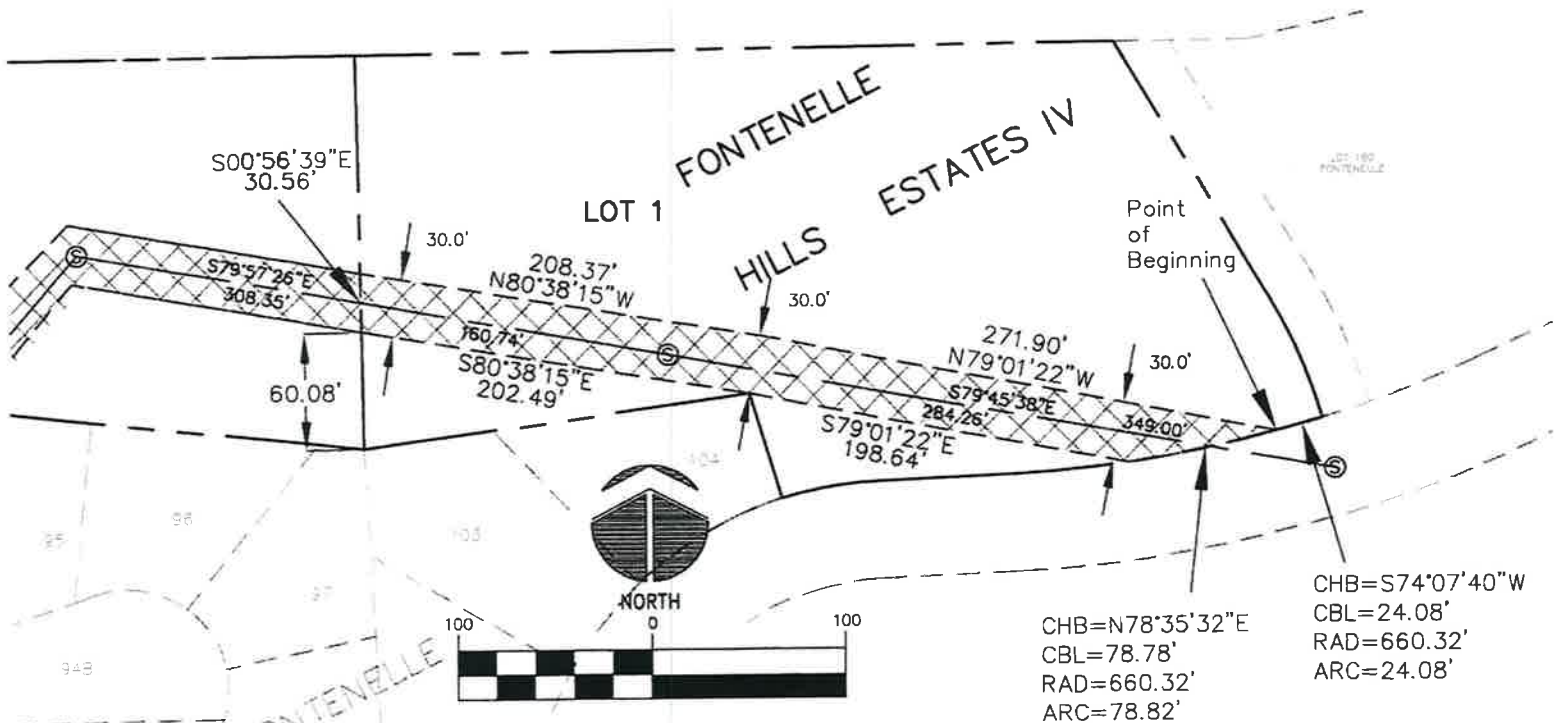
WITNESS my hand and notarial seal the day and year last above written.

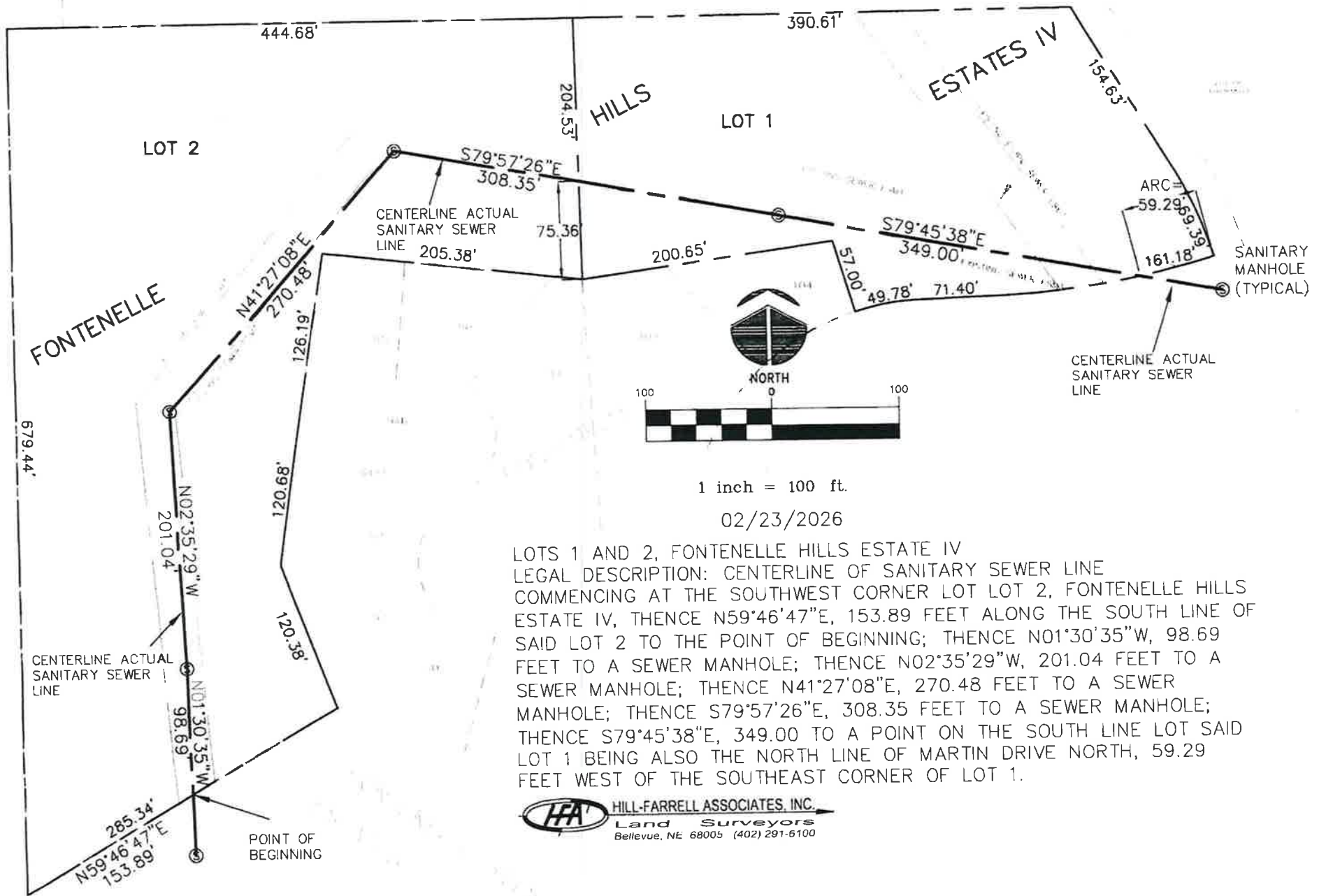
\_\_\_\_\_  
Notary Public

# EASEMENT EXHIBIT "A"

## LEGAL DESCRIPTION

A PERMANENT 30.0' WIDE SANITARY SEWER EASEMENT OVER PART OF LOT 1, FONTENELLE HILLS ESTATES IV, AN ADDITION IN THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER LOT 1, FONTENELLE HILLS ESTATE IV, THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY OF MARTIN DRIVE NORTH ALONG A CURVE TO THE RIGHT CHORD BEARING S74°07'40"E, 24.08', RADIUS 660.32 FEET, ARC 24.08 FEET TO THE POINT OF BEGINNING; THENCE N79°01'22"W, 271.90 FEET; THENCE N80°38'15"W, 208.37 FEET TO THE WEST LINE OF SAID LOT 1, FONTENELLE HILLS ETATE IV; THENCE S00°56'39"E, 30.56 FEET ALONG SAID WEST LINE; THENCE S80°38'15"E, 202.49 FEET; THENCE S79°01'22"E, 198.64 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF MARTIN DRIVE NORTH; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY ALONG A CURVE TO THE LEFT CHORD BEARING N78°35'32"E, 78.78 FEET, RAD 660.32 FEET ARC 78.82 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 13,197 SQUARE FEET, MORE OR LESS.





1 inch = 100 ft.  
02/23/2026

LOTS 1 AND 2, FONTENELLE HILLS ESTATE IV  
 LEGAL DESCRIPTION: CENTERLINE OF SANITARY SEWER LINE  
 COMMENCING AT THE SOUTHWEST CORNER LOT LOT 2, FONTENELLE HILLS  
 ESTATE IV, THENCE N59°46'47"E, 153.89 FEET ALONG THE SOUTH LINE OF  
 SAID LOT 2 TO THE POINT OF BEGINNING; THENCE N01°30'35"W, 98.69  
 FEET TO A SEWER MANHOLE; THENCE N02°35'29"W, 201.04 FEET TO A  
 SEWER MANHOLE; THENCE N41°27'08"E, 270.48 FEET TO A SEWER  
 MANHOLE; THENCE S79°57'26"E, 308.35 FEET TO A SEWER MANHOLE;  
 THENCE S79°45'38"E, 349.00 TO A POINT ON THE SOUTH LINE LOT SAID  
 LOT 1 BEING ALSO THE NORTH LINE OF MARTIN DRIVE NORTH, 59.29  
 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1.

**HFA** HILL-FARRELL ASSOCIATES, INC.  
 Land Surveyors  
 Bellevue, NE 68005 (402) 291-5100

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16i.  
5/5/2026

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: Dave Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Release of existing Sanitary Sewer Easement and Re-dedication correcter of Permanent Sanitary Sewer Easement for LOT 2 FONTENELLE HILLS ESTATES IV.

SYNOPSIS/BACKGROUND:

Property owner agrees to grant, transfer and convey to the City of Bellevue the Release and re-dedication Permanent Easement of Sanitary Sewer in, through, over and under Lot 2, Fontenelle Hills Estates IV, an addition to the City of Bellevue and which the Sanitary Sewer Easement is described in documents attached.

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 Release and Re-dedication of Permanent Sanitary Sewer Easement for LOT 2 FONTENELLE HILLS ESTATES IV.

ATTACHMENTS:

1. Release	2. Permanent Easement	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: \_\_\_\_\_

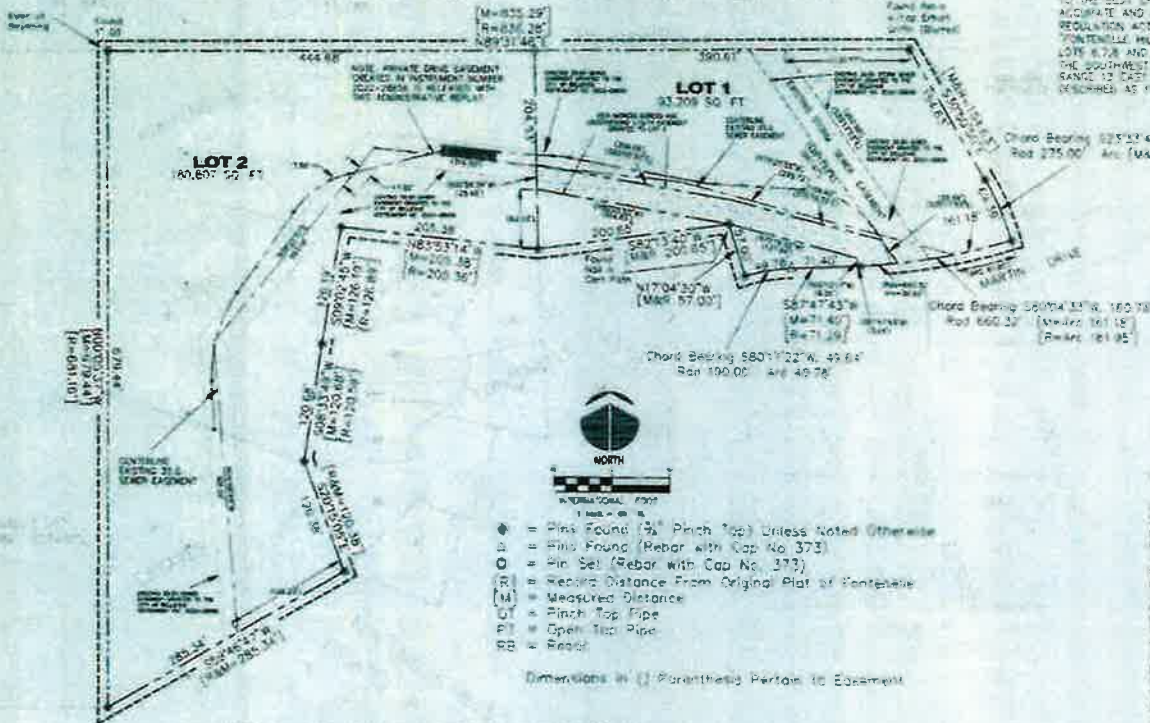




# FONTENELLE HILLS ESTATES IV

LOTS 1 and 2

BEING A REPLAT OF LOT 6,7,8 and 9, FONTENELLE HILLS ESTATES, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA.



**SURVEYOR'S CERTIFICATE**  
 I, RONALD D. HILL, NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 078, ONLY REGISTERED UNDER THE LAND SURVEYORS' REGULATION ACT, DO HEREBY STATE THAT I HAVE PERSONALLY EXAMINED THE ORIGINAL RECORDS OF THE ACCOMPANYING PLAT THAT SAID PLAT IS A TRUE AND CORRECT COPY OF THE SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION THAT SAID SURVEY WAS MADE TO REFERENCE TO PLAT AND RECORDED INSTRUMENTS MARKED AS ABOVE, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, ACCURATE AND IN ACCORDANCE WITH THE LAND SURVEYORS' REGULATION ACT IN EFFECT. REPLAT TO BE KNOWN AS FONTENELLE HILLS ESTATES IV AND BEING A REPLAT OF LOTS 6,7,8 AND 9, FONTENELLE HILLS ESTATES, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, FONTENELLE HILLS ESTATES, THENCE N89°14'42" E 335.25 FEET TO A POINT ON THE CENTERLINE OF VACATED LAUREL LANE AND THE NORTH BOUNDARY OF FONTENELLE, THENCE ALONG THE CENTERLINE OF VACATED LAUREL LANE, SOUTH 150°07'07" E 354.62 FEET, THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT 123°23'47" E 13.34 FEET RADIUS 270.00 FEET AND 69.39 FEET TO POINT ON THE SOUTHWEST CORNER OF MARTIN DRIVE, THENCE WESTERLY ALONG SAID MARTIN DRIVE NOW ALONG THE FOLLOWING THREE COURSES: 1) THENCE ALONG A CURVE TO THE RIGHT 180°04'33" W 160.78 FEET RADIUS 660.32 FEET, AND 161.19 FEET; 2) THENCE S67°44'33" W 71.42 FEET; 3) THENCE ALONG A CURVE TO THE LEFT 58°17'22" W 49.68 FEET RADIUS 390.00 FEET, AND 44.78 FEET TO THE SOUTHWEST CORNER OF LOT 104, FONTENELLE, THENCE N70°04'16" E 37.56 FEET TO THE NORTHEAST CORNER OF LOT 104, FONTENELLE, THENCE S69°54'07" W 200.88 FEET TO THE NORTHEAST CORNER OF LOT 103, FONTENELLE, THENCE N83°37'14" W 325.32 FEET TO THE NORTHWEST CORNER OF LOT 95, FONTENELLE, THENCE S09°12'45" W 126.78 FEET TO THE SOUTHWEST CORNER OF LOT 95, FONTENELLE, THENCE S08°33'49" W 120.68 FEET TO THE SOUTHWEST CORNER OF LOT 93, FONTENELLE, THENCE S09°05'07" E 180.84 FEET TO SOUTHWEST CORNER OF LOT 91, FONTENELLE, THENCE S09°44'16" W 245.34 FEET TO SOUTHWEST CORNER OF OUTLOT "A", EASEMENT CENTER, THENCE N00°04'37" W 879.44 FEET TO POINT OF BEGINNING DESCRIBED. TRACT CONTAINS 274,071 SQUARE FEET OR 6.282 ACRES.

DATE: JUNE 13, 2025

*Ronald D. Hill*  
 RONALD D. HILL, REGISTERED LAND SURVEYOR



**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, FONTENELLE HILLS GOLF CLUB, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS FONTENELLE HILLS ESTATES IV, AND AS DO HEREBY GRANT AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO LOCATE, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, LINES, CROSS ARMS, DOWN SPUNS AND ANCHORS, TOWERS, CONTROLS AND OTHER RELATED FACILITIES, AND TO ERECT INSULATION WORKS OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT AND LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A 7-FEET (57 INCH) WIDE STRIP OF LAND CONTAINING ALL RIGHT AND SURE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND, INCLUDING THE REAL BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ADJACENT TO THE REAR BOUNDARY OF ALL EXTERIOR LOTS. THE STRIP ADJACENT LOTS IS HEREBY DESIGNATED AS TRUSS LOTS FORMING THE OUTER PERIMETER OF THE TRUSS DESCRIBED ABOVE. THE STRIP (S) 16 FOOT WIDE STRIP MAY BE REDUCED TO FIFTY (50) FEET WIDE WHEN ADJACENT LAND IS SHIPPED, PLATED, AND RECORDED AND PERMANENT BUILDINGS, TREES, RETAINING WALL OR CONCRETE SHALL BE PLACED IN THE ROAD EASEMENT AREA, BUT THE SAME MAY BE USED FOR GARDENS, TREES, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREBY GRANTED. WE DO ALLOW INTERM AND DEDICATE THE EASEMENTS AS SHOWN HEREOF. IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS, THIS 13th DAY OF JUNE, 2025.

*Guy Friedman*  
 GUY FRIEDMAN, PARTNER

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
 COUNTY OF SARPY  
 ON this 20th DAY OF JUNE, 2025, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, my qualified and commissioned in said county and state, personally appeared GUY FRIEDMAN, PERSONALLY KNOWN TO ME TO BE THE OWNERS, PERSONS AND NAME APPEAR ON THIS PLAT, AND HE DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.  
 DATE: June 20, 2025  
*Ronald D. Hill*  
 Notary Public

**REVIEW OF SARPY PUBLIC WORKS**

THIS PLAT OF FONTENELLE HILLS ESTATES IV WAS REVIEWED BY THE SARPY COUNTY PUBLIC WORKS DEPARTMENT THIS 9th DAY OF June, 2025.  
*Hill*  
 SARPY COUNTY PUBLIC WORKS ENGINEER



**APPROVAL OF BELLEVUE PLANNING DIRECTOR**

THIS PLAT OF FONTENELLE HILLS ESTATES IV WAS APPROVED BY THE BELLEVUE PLANNING DEPARTMENT THIS 20th DAY OF JUNE, 2025. THIS PLAT BECOMES FULL AND VALID AND RECORDED WITHIN 30 DAYS OF THE ABOVE DATE.  
*James J. Pien*  
 JAMES J. PIEN, DIRECTOR

**APPROVAL OF BELLEVUE PUBLIC WORKS DIRECTOR/ENGINEER**

THIS PLAT OF FONTENELLE HILLS ESTATES IV WAS APPROVED BY THE BELLEVUE PUBLIC WORKS DEPARTMENT THIS 20th DAY OF JUNE, 2025.  
*Ronald D. Hill*  
 RONALD D. HILL, REGISTERED LAND SURVEYOR

**COUNTY TREASURER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THERE IS NO TAXES DUE OR CLAIMED AGAINST THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE OR EMBRACED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE: 20 June 2025  
 SARPY COUNTY TREASURER

SURVEYED:  
 DRAWN:  
 DATE:

**FONTENELLE HILLS ESTATES IV**  
 BELLEVUE, NEBRASKA ADMIN REPLAT

**HILL-FARRELL ASSOCIATES, INC.**  
 Land Surveyors  
 Bellevue, NE 68005 (402) 291-6100



PROJECT NO.  
 2025-001-001

## **PERMANENT SANITARY SEWER EASEMENT**

For valuable consideration, receipt and sufficiency hereby acknowledged, Brent Webb and Laurel Webb, a married couple, the (Grantors), hereby grant, transfer and convey to the City of Bellevue, Nebraska, a municipal corporation and public subdivision (Grantee), its successors and assigns. A permanent Sanitary Sewer Easement in, through, over and under Lot 2, Fontenelle Hills Estates IV, an addition to the City of Bellevue, Sarpy County, Nebraska and which Sanitary Sewer Easement is particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the Legal descriptions of the Easement Area, hereinafter referred to as the Easement Area.

For the purpose of constructing, repairing, inspecting and maintaining a sanitary sewer line. Grantee shall have the right of ingress and egress upon said Easement Area at any time to inspect, reconstruct, maintain and repair said structure. This Easement Area is also for the benefit of any contractor, agent, employee or representative of the Grantee.

Grantor may continue to use the surface of said Easement Area for any purpose not inconsistent with the rights herein granted including landscaping, drives or sidewalks, provided that Grantee shall not construct any building, structure or other object on the Permanent Easement Area without the Grantor's prior written consent which shall not be reasonably withheld.

Grantee will replace, rebuild or repair any damage to the Easement Area caused by its construction or maintenance of said structure landscaping or improvements; provided, however that Grantee shall not be required to replace landscaping or improvements other than ordinary sod or seeding, if any such repair, maintenance or replacement of the sanitary sewer cannot be reasonably conducted without disturbance to landscaping.

Grantor warrants ownership of the Easement Area and has the right to grant and convey this Easement. This Easement runs with the land and is permanent in duration

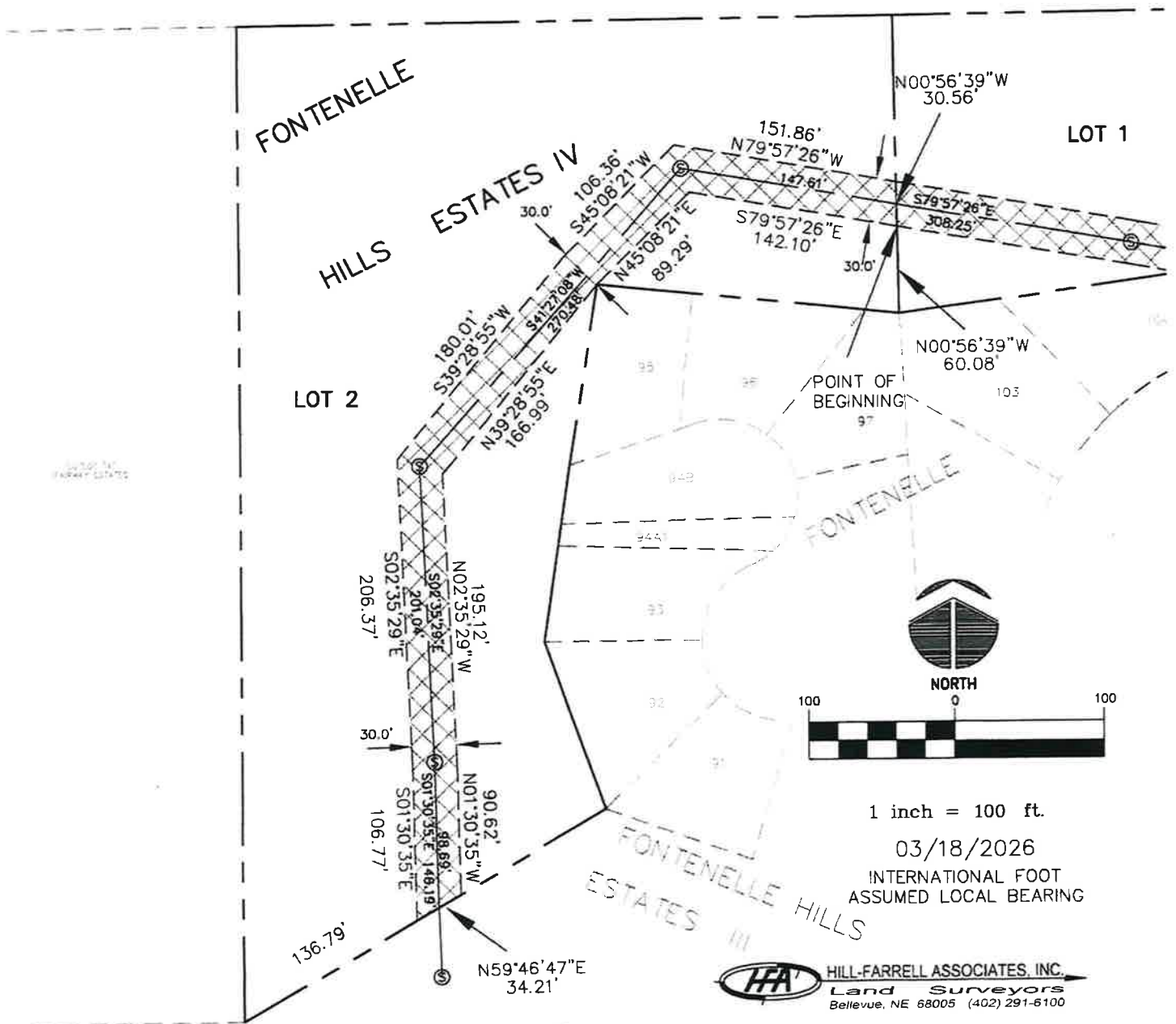


# EASEMENT EXHIBIT "A"

## LEGAL DESCRIPTION

A PERMANENT 30.0' WIDE SANITARY SEWER EASEMENT OVER PART OF LOT 2, FONTENELLE HILLS ESTATES IV, AN ADDITION IN THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER LOT 97, FONTENELLE HILLS, THENCE NORTHERLY ALONG THE EAST LINE OF LOT 2, FONTENELLE HILLS ESTATES IV N00°56'39"W, 60.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°56'39"W, 30.56 FEET; THENCE N79°57'26"W, 151.86 FEET; THENCE S45°08'21"W, 106.36 FEET; THENCE S39°28'55"W, 180.01 FEET; THENCE S02°35'29"E, 206.37 FEET; THENCE S01°30'35"E, 106.77 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, FONTENELLE HILLS ESTATES IV; THENCE ALONG SAID SOUTH LINE N59°46'47"E, 34.21; THENCE N01°30'35"W, 90.62 FEET; THENCE N02°35'29"W, 195.12 FEET; THENCE N39°28'55"E, 166.99 FEET; THENCE N45°08'21"E, 89.29 FEET; THENCE S79°57'26"E, 142.10 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 21,275 SQUARE FEET MORE OR LESS.





CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 5, 2026		SUBMITTED BY: Dave Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Release of existing Storm Sewer Easement and Re-dedication of Permanent Storm Sewer Easement for LOT 1 FONTENELLE HILLS ESTATES IV.

SYNOPSIS/BACKGROUND:

Property owner agrees to grant, transfer and convey to the City of Bellevue the Release and Re-dedication of Permanent Easement of Storm Sewer in, through, over and under Lot 1, Fontenelle Hills Estates IV, an addition to the City of Bellevue and which the Storm Sewer Easement is described in documents attached.

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 Release and Re-dedication of Permanent Storm Sewer Easements for LOT 1 FONTENELLE HILLS ESTATES IV.

ATTACHMENTS:

1. Release	2. Permanent Easement	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:







## **PERMANENT STORM SEWER EASEMENT**

For valuable consideration, receipt and sufficiency hereby acknowledged, Fontenelle Hills Golf Club, the (Grantors), hereby grant, transfer and convey to the City of Bellevue, Nebraska, a municipal corporation and public subdivision (Grantee), its successors and assigns. A permanent Storm Sewer Easement in, through, over and under Lot 1, Fontenelle Hills Estates IV, an addition to the City of Bellevue, Sarpy County, Nebraska and which Storm Sewer Easement is particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the Legal descriptions of the Easement Area, hereinafter referred to as the Easement Area.

For the purpose of constructing, repairing, inspecting and maintaining a storm sewer line. Grantee shall have the right of ingress and egress upon said Easement Area at any time to inspect, reconstruct, maintain and repair said structure. This Easement Area is also for the benefit of any contractor, agent, employee or representative of the Grantee.

Grantor may continue to use the surface of said Easement Area for any purpose not inconsistent with the rights herein granted including landscaping, drives or sidewalks, provided that Grantee shall not construct any building, structure or other object on the Permanent Easement Area without the Grantor's prior written consent which shall not be reasonably withheld.

Grantee will replace, rebuild or repair any damage to the Easement Area caused by its construction or maintenance of said structure landscaping or improvements; provided, however that Grantee shall not be required to replace landscaping or improvements other than ordinary sod or seeding, if any such repair, maintenance or replacement of the sanitary sewer cannot be reasonably conducted without disturbance to landscaping.

Grantor warrants ownership of the Easement Area and has the right to grant and convey this Easement. This Easement runs with the land and is permanent in duration

and shall bind the parties, their successors, heirs and assigns forever.

Grantor shall indemnify and hold harmless Grantor from any liability, Including reasonable attorney fees and costs, in connection with the Grantee's use under this easement.

This instrument contains the entire agreement of the parties and Grantor in executing and delivering this instrument has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Fontenelle Hills Golf Club, A Nebraska General Partnership  
Gary F. Friedenbach, Partner

**STATE OF NEBRASKA)**  
**COUNTY OF SARPY ) SS.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Gary F, Friedenbach, who is personally known by me to be the identical person who signed the foregoing instrument, and he did acknowledge the execution thereof to be his voluntary act .

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

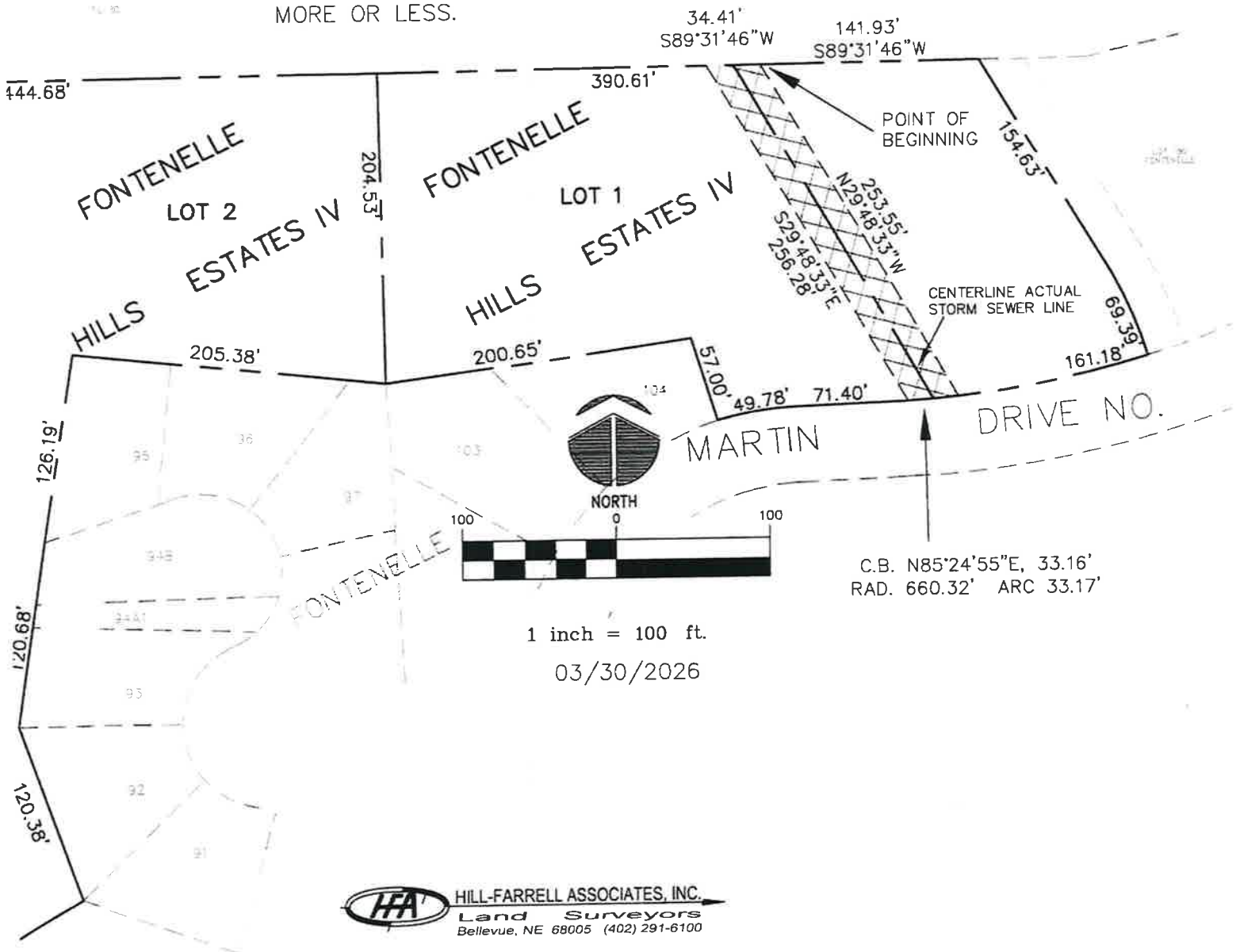
\_\_\_\_\_  
Notary Public

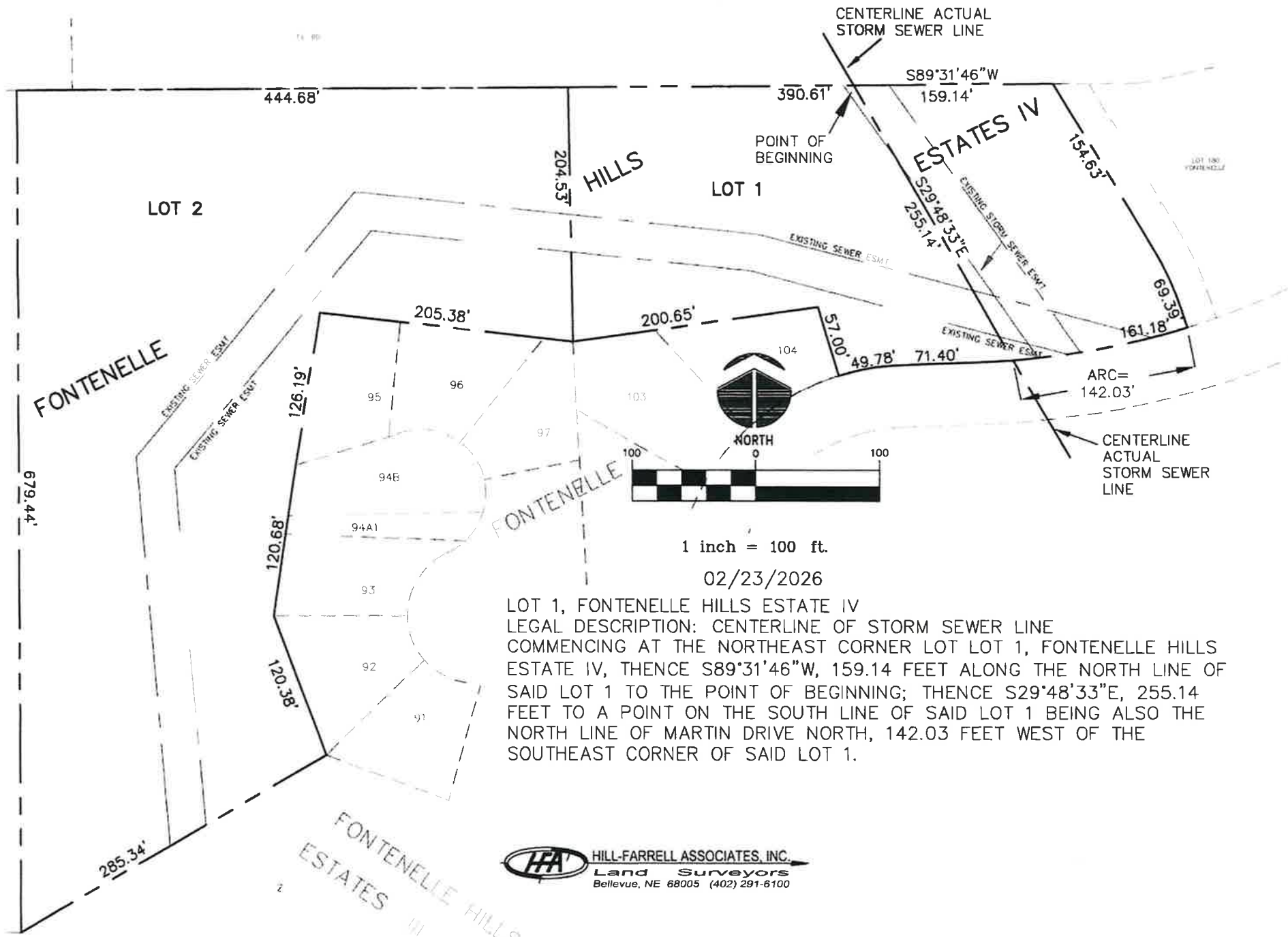
# EXHIBIT "A"

LOT 1, FONTENELLE HILLS ESTATE IV

LEGAL DESCRIPTION: A PERMANENT 30.0' WIDE STORM SEWER EASEMENT LOCATED IN LOT 1, FONTENELLE HILLS ESTATES REPLAT IV, AN ADDITION TO THE CITY OF BELLEVUE, SАРY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER LOT LOT 1, FONTENELLE HILLS ESTATE IV, THENCE S89°31'46"W, 141.93 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°31'46"W, 34.41 FEET ALONG SAID NORTH LINE; THENCE S29°48'33"E, 256.28 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 BEING ALSO THE NORTH LINE OF MARTIN DRIVE NORTH; THENCE ALONG A CURVE TO THE LEFT CHORD BEARING N85°24'55"E, 33.16 FEET, RADIUS 660.32 FEET ARC 33.17 FEET; THENCE N29°48'33"W, 253.55 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 7,652 SQUARE FEET, MORE OR LESS.






**HILL-FARRELL ASSOCIATES, INC.**  
 Land Surveyors  
 Bellevue, NE 68005 (402) 291-6100

April 28th, 2026

**Administration**

- NC3 project – Working with State, Federal and private on financial obligations and securing design plans from HDR.
- United Cities weekly meetings.
- Marketing meeting with Heartland Marketing.
- Meeting with prospect for Good Life district.
- Meeting with Mike Kaufman CBRE to discuss land sales and potential prospects.
- Surplus property review.
- Presentation to Aged with Perfection Group.
- Meeting with Legal, Planning, Finance and Economic Development to review Enhanced Employment Area initiative.
- Inland Port meeting with other cities to discuss legislation.
- USSTRATCOM update with Bellevue Chamber of Commerce.
- Audit Committee final report with Forvis.
- General development meetings for Entertainment District and NC3.

**Planning:**

- Staff attended RPAC meeting at MAPA
- Staff attended training sessions for the Civic Plus agenda software
- Conducted two pre-application meetings for industrial developments
- Attended annual MOBA luncheon with CBO Mike Christensen

**Public Works( See Attached)**

**Library: ( See Attached)**

**Fire: (See Attached)**

**Police ( See Attached)**

**Finance( See Attached)**



We Influence The World!

City of Bellevue  
Public Works Administration  
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

## Public Works Director's Report

April 30, 2026

*Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.*

### ***Public Works Administration:***

---

- Working with Consultant to develop PW Dept Strategic Plan
- Closing out 2025 Project, Programming and bidding and designing 2026 Projects
- Reviewing and preparing projects for 2026/27 Budget Year
- Reviewing various Traffic concerns

### ***Engineering:***

---

- Various project management projects
  - 2025 Concrete Rehab Projects
  - Mission Ave Streetscape Project
  - Haworth Park and Bluff Street Lift Station Project
  - South Sarpy Lift Station/Sewer Project
  - Various Traffic Studies
- Planning and P&I plan review as needed
- Projecting 2026 Projects and getting Proposals for Engineering work

### ***Parks & Recreation:***

---

- Beginning Spring and Summer Programs
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed
- Mowing and Spraying Parks
- Spring Maintenance

***Street Maintenance:***

---

- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Sign and signal repairs
- Concrete repair work
- Crack Sealing
- Spring Street Sweeping

***Waste Water:***

---

- Jetting
- Lift station inspections
- Projects let and awarded
  - CIPP Construction Work
  - Bluff Street Lift Station plan
  - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles

***Fleet:***

---

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles
- PM work on mowing equipment and trailers
- Misc. Fabrication projects

***Building Maintenance:***

---

- Misc Painting jobs
- Typical maintenance all city facilities
- Preparing restrooms for warm weather opening



We Influence The World!

City of Bellevue  
Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

**M e m o**

**To: Jim Ristow, City Administrator**

**From: Julie Dinville, Library Director**

**Date: 4/29/2026**

- Over 1,000 people attended the kickoff event for the 2026 Adult Library Program (ALP) held on April 19<sup>th</sup>. The theme of this year's program is "Legends & Mythical Creatures." Adults and families gathered on the library lawn to enjoy an afternoon filled with live music from Blues Agent, a variety of food trucks, and engaging activities for all ages. Guests explored activity tables hosted by local businesses and community partners, while children and families enjoyed attractions like the bounce house, emergency response vehicles, and a selfie station. Inside the library, visitors were invited to enjoy the opening day of "Once Upon a Quilt: Legends Told in Thread and Voice," a quilt show showcasing 44 quilts loaned to the library by community members. Adults from the community can register to take part in the ALP anytime up to May 30 with a variety of activities offered nearly every day in addition to a reading challenge. Grand prizes include a handcrafted reading-themed quilt; a Kindle Paperwhite; or a package of gift cards. Adult Services staff members who have been planning and organizing these events include Laura Mischke, Head of Adult Services, Connie Barnard, Adult Services/Technology librarian, Kristine Woods, Reference Librarian, and Rose Werther, Adult Services/Interlibrary Loan clerk.
- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, March 18. Among the agenda items, the Board reviewed statistical highlights from the annual survey completed for the Nebraska Library Commission. The data showed that the library had a very positive year after moving to its new building with over 146,600 visits and over 433,680 items borrowed. In other business, the Board began a detailed review of the new Library Board Policy manual.
- The library will serve as a polling site for the upcoming Primary Election Day in Nebraska on Tuesday, May 12. On that day, the library will open an hour earlier than normal to accommodate the opening of polls at 8 a.m.
- The Bellevue Public Library Emergency Plan has been updated for staff training and referral. In addition to the director, staff members helping to revise the document included Barb Farrell, library secretary and Safety Committee member representative, Sandra Astleford, Assistant Director, and Laura Mischke, Head of Adult Services. The library especially appreciates the input and advice from Captain John Stuck of the Bellevue Police Department, who toured the facility and made several safety related suggestions.
- The Bellevue Public Library is a stop in the 2026 WanderNebraska Program. This program begins May 1 and runs through Sept. 30. WanderNebraska is a project of the Nebraska State Historical Society Foundation. Its purpose is to promote visits to museums, libraries, and notable attractions throughout Nebraska via brochures, billboards, bus tours and prizes for visiting. It is similar to, but not the same as, the Nebraska Passport program. WanderNebraska is more focused on nonprofit historical sites, small-town museums and libraries.



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Bellevue Fire Department Council Report

Report Date 4/30/2026

#### A. General Items:

- QA/QI
- UL testing of all ground and aerial ladders.
- Meeting with PVS Chemicals on future drills.
- Quarterly EMS Committee Meeting this week
- Testing out 3 probationary paramedics next week
- Run reviews with Dr. Ernest for all three shifts next week
- All bureaus working on preliminary budget requests

#### B. Training:

- Fire Apparatus Engineer class completed.
- Active shooter joint training with BPD ongoing.
- Continue boat training on the river.
- Railroad hazmat review.

#### C. Inspections , Fire Prevention and Public Education

##### Plan Reviews:

- Fire alarm plan review 3802 Raynor Parkway #201.
- Plan review remodel 3702 370 Plaza.
- Plan review 2408 Towne Center Dr.
- Plan review remodel 1311 Fort Crook Rd N.
- Revised plan review 3651 Cornhusker Rd.
- Plan review 11822 Maass Rd.
- Plan review fire alarm 2904 Samson Way.
- 

##### Inspections:

- Fuel spill investigation Conoco 502 Galvin Rd. S.



## City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Fire Prevention/Public Education:

The BFD had 17 encounters with the community via Fire Prevention in April.

- 2 New Smoke and CO detector installs
- 3 Detector battery replacement encounters for elderly citizens
- 3 Whole house detector swap outs.
- 2 "Inspect" detectors for age and serviceability
- 2 Fire Dept visits with rig show off
- 3 Station Tours
- 2 Career Fairs
- 

### D. Calls: March 26<sup>th</sup> through April 29<sup>th</sup>

Fire – 533

Rescue – 90

### E. Ambulance Billing

March 1-31-2026

\$ 296,612.40 in claims sent to health insurance companies March 1-31, 2026 (339 insurance claims).

<\$133,475.58> approximate amount we will have to write off due to mandatory adjustments/write-offs

(45% of \$296,612.40

=====

**\$ 163,136.82** is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

**\$146,641.77** deposited into the bank March 1-31, 2026

**11,492.40** additional revenue in Credit/Debit/HSA card payments

=====

**\$158,134.17 TOTAL** March 1-31, 2026 rescue fee revenue

**\$327,653.21** This figure represents the total "patient responsibility" balance due, as of 03.31.2026, for the past 30-180 days.





# City of Bellevue

Fire Department  
211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## F. Manpower Report Staffing

### Staffing Report from 3/30/2026 through 4/5/2026

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	T31	3 Person
Thursday	AM	E41, T31	3 Person
Thursday	PM	Full	
Friday	AM	T31	3 Person
Friday	PM	T31	3 Person
Saturday	AM	E1, T21, E41	3 Person
Saturday	PM	T21	3 Person
Sunday	AM	Full	
Sunday	PM	Full	

### Staffing Report from 4/6/2026 through 4/12/2026

Monday	AM	E1	3 Person
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E1	3 Person
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	E1, T21, T31	3 Person
Friday	PM	E1, T21, T31	3 Person
Saturday	AM	E41, T31	3 Person
Saturday	PM	E41	3 Person
Sunday	AM	Full	
Sunday	PM	Full	



# City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Staffing Report from 4/13/2026 through 4/19/2026

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E41, T21	3 Person
Wednesday	PM	E41, T21	3 Person
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	E41, T21, T31	3 Person
Friday	PM	E41, T31, E1	3 Person
Saturday	AM	E1, T21, E41, T31	3 Person
Saturday	PM	E1, T21, E41, T31	3 Person
Sunday	AM	E1, T21, E41, T31	3 Person
Sunday	PM	T21, E41, T31	3 Person

## Staffing Report from 4/20/2026 through 4/26/2026

Monday	AM	T31	3 Person
Monday	PM	T31	3 Person
Tuesday	AM	E41, T31	3 Person
Tuesday	PM	Full	
Wednesday	AM	E41, T31	3 Person
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	E1, T21, T31, E41	3 Person
Friday	PM	T31	3 Person
Saturday	AM	E1, T21, E41	3 Person
Saturday	PM	E1	3 Person
Sunday	AM	Full	
Sunday	PM	Full	



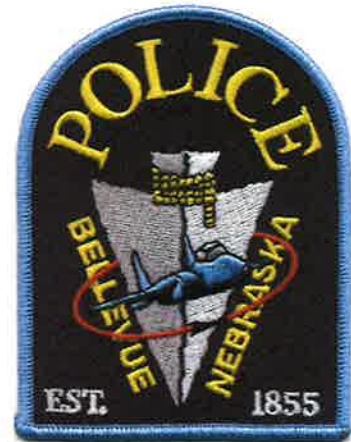
# ***BELLEVUE POLICE DEPARTMENT*** **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: April 2026 Directors Report

DATE: April 30, 2026



- 4/06 – Promotion Testing
- 4/07 – City Council Meeting
- 4/13 – Meeting with FBI SAC Kowel
- 4/14 – Mayor’s Youth Council
  - Harlan Lewis Traffic Meeting
- 4/16 – Meeting with LaVista PD Chief Schofield
- 4/20 – US Stratcom Annual Update
  - Meeting with Lt. Col. Ferguson 55<sup>th</sup> SF
- 4/21 – Nebraska Traffic Safety Advisory Board Meeting
- 4/27 – NE DOT Traffic Stop Data Subcommittee
- 4/29 – Mayor’s Youth Council
- 4/30 – Harlan Lewis Traffic Meeting

**Financials**

The City’s Forecast for the 2025-2026 Budget Year, as of March 31, 2026, indicates higher overall revenues. Sales Tax, Occupation Tax and other service revenues are lagging budgeted amounts, however, Highway Allocation bond proceeds more than make up for the shortfall. Expenditures are expected to be slightly better than budget.

**City of Bellevue  
2025-2026 Forecast as of March 31, 2026**

	Budget	Preliminary Forecast	Better / (Worse)
Fund Balance (Cash) at 9/30/2025	\$ 45,632,077.25	\$ 52,673,782.19	\$ 7,041,704.94
Plus: FYE2026 Revenues	\$ 197,094,581.00	\$ 200,759,219.02	\$ 3,664,638.02
FYE2026 Total Resources Available	\$ 242,726,658.25	\$ 253,433,001.21	\$ 10,706,342.96
Less: FYE2026 Expenditures	\$ 197,094,581.00	\$ 196,808,284.24	\$ 286,296.76
Forecasted Balance of Cash Reserves at 9/30/2026	\$ 45,632,077.25	\$ 56,624,716.97	\$ 10,992,639.72

The City currently has \$131,590,000 of outstanding debt (bonds). Of that amount, \$58,790,000 is related to the Bellevue Bay Waterpark project.

<u>Debt at 3/31/2026</u>	<u>Outstanding Principal</u>	
Wastewater Debt (Principal)	730,000.00	
General Obligation Bond Fund Debt (Principal)	47,330,000.00	
General Fund Debt (Principal)	24,740,000.00	
<b>Total Debt of City excluding Waterpark Debt</b>	<b>72,800,000.00</b>	1.13% of valuation
Waterpark Debt (Principal)	58,790,000.00	
<b>Total City of Bellevue Debt (Principal)</b>	<b>131,590,000.00</b>	2.03% of valuation

The City has the following cash balances as of 3/31/2026:

	March 31, 2026 Ending Balance
Cash & Cash Equivalents	
General Fund	\$ 61,681,673.40
Solid Waste	\$ 342,825.94
Wastewater	\$ 3,833,305.44
Medical Self Funding	\$ 1,265,047.71
Community Betterment	\$ 3,660,261.62
Economic Development	\$ 2,217,619.13
Community Development	\$ 85,813.27
Law Enforcement Trust	\$ 226,694.35
Federal Forfeitures	\$ 64,368.50
G.O. Bonds	\$ 7,611,283.68
<b>Total Cash &amp; Cash Equivalents</b>	<b>\$ 80,988,893.04</b>