Bellevue City Council Meeting
Tuesday, August 18, 2026 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Paul Gardner, First City Church, 1908 Lloyd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers and printed copies are available on the back table.
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
    a. Approval of the Agenda
    b. Approval of the Consent Agenda ***(Items marked with an (*) are approved where this item is, unless otherwise removed)***
        1. * Acknowledge receipt of the July 14, 2026 Tree Board Minutes.
        2. * Approval of the August 4, 2026 City Council Minutes.
        3. * Authorize staff to pay claims pertaining to the 2025-2026 Fiscal Year Budget, ending September 30, 2026. (Finance Director)
6. APPROVAL OF CLAIMS - August 18, 2026
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
    a. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of an application for a Class "D" Liquor License to sell beer, wine, and spirits off sale only, for QWH LLC dba NP Mart 38, located at 1001 Galvin Road South, and Anne Gordon as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
    a. Ordinance No. 4221: Compensation Ordinance Update. (HR Director)
    b. Ordinance No. 4222: An ordinance to amend the City Code relating to agenda submission and Administrative review. (Councilman Burns)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
    a. Ordinance No. 4223: An ordinance to amend the hours regarding closing time at all City Parks, City Park Facilities and Playground Areas which shall be opened daily to the public during the hours of 6:00 a.m. to 10:00 p.m. (Public Works Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
    a. Ordinance No. 4224: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill. (Budget Committee)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
    a. Request to final plat Lots 171 through 289, and Outlot B, Liberty, being a replat of part of Lot 1 and part of Lot 2, Daniell's Farm Addition, together with Outlot A, Liberty Replat One. Applicant: Liberty Land LLC. General Location: Northwest of Quail Drive and Capehart Road. (Planning Director)
        1. Approval of the Liberty Phase 3 Subdivision Agreement and authorize the Mayor to sign.
15. RESOLUTIONS:
    a. Resolution No. 2026-15: Approve and authorize the Mayor to sign the Municipal Annual Certification of Program Compliance 2026. (City Clerk)

b. Resolution No. 2025:16: Amend Master Fee Schedule. (City Clerk)

16. CURRENT BUSINESS:

a. Authorize and approve the Mayor to sign the Memorandum of Understanding (MOU) and Agreement with Pilgrims Landing Garden Club regarding maintenance and landscaping, in an amount not to exceed $2,000.00. (Public Works Director)

b. Approve and authorize the Mayor to sign acceptance of the Permanent Storm Sewer Easement granted by Quail Crossing LLC. (Public Works Director)

c. Approve and authorize the Mayor to sign Change Order No. 4 with Vrana Civil for the Bellevue Entertainment District Traffic Signals, in an amount not to exceed $532,125.16. (Public Works Director)

d. Approve and authorize the Mayor to sign the Consulting Agreement with HUB International Great Plains, LLC., as the Broker of Record for Insurance Brokerage Services, in an amount not to exceed $50,000.00. (HR Director)

e. Approve and authorize the Mayor to sign the Annual Renewal Workplace Harassment Training Agreement with Traliant for a one-year term beginning September 2, 2026 through September 1, 2027, in an amount not to exceed $5,890.00. (HR Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. **(August report will be attached to the September 1st Council meeting packet)**

18. CLOSED SESSION: NONE

19. ADJOURNMENT

City of Bellevue
Tree Board Minutes
July 14, 2026

Attendance – Members present were Don Preister, Tom Mruz, Kay Hegler, Kathy Radosta, and Nancy Scott. Rob Clatterbuck, Scott Evans, and Deborah Woracek were excused. Tom Mruz presided at the meeting.

Volunteer hours and miles – Please send volunteer hours and miles to Deborah. Kay asked about education/professional development hours. Don suggested that the hours go to Deborah and the description of the education/professional development go to him as he compiles it for the Growth Award.

Approve Minutes of June 9, 2026 - Kathy made a motion to approve the minutes of the June 9, 2026, meeting, Kay seconded the motion. All present approved. **Deborah will send them to the City of Bellevue to be filed.**

Parks Report – There was no parks report from Jim Shada.

Old Business

Tree inventory - Don brought files that contain everything from the beginning of tree inventories, which started in 2011. Don said we completed the 2024 inventory but not 2025 and 2026. Maybe we haven't gotten it done this year because Jo was so good at it! Kay has been thinking about it because she said that she would organize it – she asked if we need to start from scratch? Don said we don't have to start over and he shared a list of the quadrants, parks, and tree counts which show a pretty even division of tree counting/assessing over 4 years. **Don suggested a meeting of Kay, Don, and Jo to make a plan going forward.** Discussion points for Jo would be: Should we continue with quadrants or should we move to a 5-year cycle? What kind of training would we need to successfully accomplish the tree inventory? An explanation from her

would be helpful so we understand better what we should do – what she did and how she did it.

Monthly duties timeline review - Kathy found the timeline that we created last summer. The duties are below. Fall tree plantings were discussed later. The tree inventory is at a standstill right now – largely because it is too hot outside to do it now. Scott Evans has been taking care of the Bellevue 411 topics.

June

- Set dates for fall tree plantings
- Work on tree inventory
- Decide on summer topics for Bellevue 411

July/August

- Finalize fall planting events
- Work on tree inventory, if needed
- Decide on fall topics for Bellevue 411

Arrows to Aerospace Parade – The parade is August 15. All who are available are to walk with the Green Bellevue group. We are to wear our Tree Board shirts and meet at 9:30 for the 10 am parade. There will be cars available to take participants back to the starting point at the end of the event.

Tree Festival/Memorial Forest update – The sign with the QR code is in. The QR code is generic right now, but it will be changed. **Don is meeting with the parks staff to get it installed.** Dedication will be in September or October. Don checked trees and they look good but there is a lot of bindweed that has come up. Nancy talked about how she has controlled bindweed at Everett Park.

Tree City USA Workshop – The Tree City USA Workshop and Award Ceremony will be on Thursday, August 13, 9:00 – 3:30 in North Platte. **Nancy plans to attend and encouraged all of us to go.** Registration is required: https://www.eventbrite.com/e/the-nebraska-tree-city-usa-field-day-and-celebration-tickets-1993030488843

New Business

Fall Tree Plantings – Kay is expecting a phone call from Doug Schaefer, Principal of Logan Fontenelle Middle School, during the week of September 14 and he would hope to have a tree planting (an Arbor Day tree that was not planted in April) during the week of Sept 21. **She will get back to the board with details when she has them.**

Don was contacted to coordinate a Memorial Tree planting for Manuel Puentes, a Vietnam War veteran whose body has never been recovered. The planting will take place at Pawnee Elementary School this fall. A memorial ash tree was previously planted there years ago but it has died and been cut down. There are a plaque and bench placed already.

Prospective Library Programming - Kay has been working with Laura Mischke at the library to reserve space for some teaching events. Monday, August 3 was offered, but we concluded that it was too soon. We decided on Monday, October 5, 6:00 – 7:00 with set up at 5:30. Nancy offered to present her "Soft Landings" presentation. We also discussed the possibility of a series of events or piggybacking on already planned library events. In the end, we chose to focus on fall planting: the BTB membership and purpose, factors to consider when selecting a tree to plant, best practices for tree planting, and caring for young trees. Tentatively Tom, Kathy, and Kay will present. **Kay will get back to us with a confirmation from the library.**

Software update – The annual Tree Board Report is in an old version of Word. **Kathy will work on updating the document to a current version of Word.**

Prospective new members – Don reminded us that it is a good idea to keep a continual pool of possible applicants to grow our TB membership.

Community Arboretum designation – Kay attended "Tree Planting and Care 101". In that training, she learned about different statewide arboretum sites and wondered whether we should apply for a Community Arboretum designation. Don said in 2011 we applied with the Veteran's Home gardens, but it cost $$ every year so we dropped it. Would we get Tree City Growth Award points? Maybe. It would come with statewide designation and recognition so there are some benefits.

Kathy made a motion and Tom seconded that the meeting be adjourned. All were in favor.

Our next meeting will be on August 11, 2026, at 9am in the new meeting room near the city Clerk's office.

Respectfully submitted,
Kathy Radosta, Member
Bellevue Tree Board

Tentative agenda for August 11,2026
Attendance
Volunteer Hours to Deborah
Approve the minutes of the July 14, 2026, meeting
Parks Report
<u>Old Business</u>
- Tree inventory
- School tree plantings
- Memorial Forest dedication
- Tree City, USA
- Library programs
- Winter Projects ideas/updates

Monthly duties timeline review
Arrows to Aerospace Parade
Prospective new members

New Business

MINUTE RECORD

*5b2.
8/18/2026

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 August 4, 2026 at 4:30 p.m. Present were Council Members Kathy Welch, Rich Casey, Don Preister, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: none.

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive, 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 and copies are located on table outside of the chambers.

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following item: Approval of July 21, 2026 City Council Minutes; Acknowledge receipt of July 23, 2026 Planning Commission Minutes; Recommend to reappoint Sharon Hammarlund to the Bellevue Bridge Commission to serve a six-year term, ending August 2032; Recommend to reappoint Todd Aerni and Randall Lasenburg to the Planning Commission to serve a three-year term ending August 2029, and to appoint Scot Burmeister to the Planning Commission to serve a three-year term, ending August 2029; and Approve the improved Tax Supported Debt Management Policy.

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

APPROVAL OF CLAIMS:

Motion was made by Preister, seconded by Burns, to approve August 4, 2026 Claims. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (3rd Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (2nd Reading):

Ordinance No. 4221: Compensation Ordinance Update. (HR Director)

Ordinance No. 4221: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4200; and providing for an effective date was read for a second time and a public hearing was held.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on August 18, 2026.

Ordinance No. 4222: An ordinance to amend the City Code relating to agenda submission and Administrative review. (Councilman Burns)

Ordinance No. 4222: An ordinance to amend Sections 2-29 and 2-107 of the Bellevue Municipal Code pertaining to agenda formulation, submission of materials, and review by Administrative Staff of ordinances, resolutions, and contract documents; to repeal all previous versions of the same; and to provide an effective date of this ordinance 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.

Ms. Diane Bruce, 13407 South 22nd Street, President Bellevue Chamber of Commerce, mentioned she had emailed a letter in for the Council. She expressed concerns with future Council Members abusing this ordinance by abusing their powers and use of staff time.

Mayor Hike stated they would put her letter into the record.

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 heard at the Council meeting on August 18, 2026.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4223: An ordinance to amend the hours regarding closing time at all City Parks, City Park Facilities and Playground Areas which shall be opened daily to the public during the hours of 6:00 a.m. to 10:00 p.m. (Public Works Director)

Ordinance No. 4223: An ordinance to amend Chapter 21, of the Bellevue Municipal Code by amending Article1 Sections 21-23 regarding closing time and to provide an effective date was read for the first time by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on August 18, 2026.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request to final plat Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, 7, and Outlot A, Quail Crossing. Applicant: Quail Crossing LLC. General Location: Southwest Corner of S. 42nd Street and Hwy 370. (Planning Director)

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 Casey, to approve request to final plat Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, 7, and Outlot A, Quail Crossing. Applicant: Quail Crossing LLC. General Location: Southwest Corner of S. 42nd Street and Hwy 370. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

RESOLUTIONS: NONE

CURRENT BUSINESS:

Approve and authorize the Mayor to sign Change Order No. 1 with Doll Construction at the Police Department firing range site for electrical and storm utilities, in an amount not to exceed $182,166.00. (Captain John Stuck)

Motion was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign Change Order No. 1 with Doll Construction at the Police Department firing range site for electrical and storm utilities, in an amount not to exceed $182,166.00. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Change Order No. 1 with Valley Corp. for the Mission Avenue Improvement project, in an amount not to exceed $81,295.52. (Public Works Director)

Motion was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign Change Order No. 1 with Valley Corp. for the Mission Avenue Improvement project, in an amount not to exceed $81,295.52. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve the revised Employee Handbook (HR Director)

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

Approve and authorize the Mayor to sign the Consulting Agreement with HUB International Great Plains, LLC., as the Broker of Record for Insurance Brokerage Services, in an amount not to exceed $ 50,000.00. (HR Director) (Item has been pulled by staff)

ADMINISTRATION REPORTS:
Comments must be limited to items on the current Reports **(July report is attached)**

Councilman Burns requested an update on the Downtown Development with Gerring and the architect. Mr. Ristow provided an update.

Councilman Burns requested an update on the museum. Discussion occurred on the process of appointing board members.

CLOSED SESSION: NONE

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Collins, the meeting was adjourned at 4:49 p.m.

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

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on August 4, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

*5b3.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/18/2025			SUBMITTED BY: Finance Director		
AGENDA ITEM:		CONSENT AGENDA	✓	SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Authorize staff to pay claims that pertain to the FYE2026 budget year.

SYNOPSIS/BACKGROUND:

To authorize finance to pay bill that are received after the last Council meeting but prior to September 30th for goods that have been received and services that been rendered. The paid bills ("claims") will be on the October 6th agenda for final approval.

FISCAL IMPACT:: | BUDGETED FUNDS?: | GRANT/MATCHING FUNDS?: None required

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: | CONTRACT TERM: | CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: | CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: | ACCOUNT NUMBER:

RECOMMENDATION:

Authorize staff to pay claims that pertain to the FYE2026 budget year.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

MINUTE RECORD

CLAIMS FOR 2026/08/18 COUNCIL MEETING

CITY ADMINISTRATIOR

CAPITAL BUSINESS SYSTEMS, INC	2026/06/20-07/19 COPIER EXPENSE		80.99
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE		31.62
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES		90.88
		$	**203.49**

LEGAL

CAPITAL BUSINESS SYSTEMS, INC	2026/06/07-07/06 COPIER EXPENSE		19.55
HOUGHTON BRADFORD WHITTED PC, LLO	2026/05/06-05/27 SWITCH GEAR ENTERTAINMENT CASE 5078-0001		425.08
HOUGHTON BRADFORD WHITTED PC, LLO	2026/06/23-06/25 PROFESSIONAL SERVICES CASE 5078-0002		280.00
HOUGHTON BRADFORD WHITTED PC, LLO	2026/06/23-06/25 PROFESSIONAL SERVCES CASE 5078-0003		280.00
HOUGHTON BRADFORD WHITTED PC, LLO	2026/06/12-06/30 SWITCH GEAR ENTERTAINMENT CASE 5078-0001		1,225.00
		$	**2,229.63**

CABLE ADVISORY

AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	2026/08/15-2027/08/14 MUSIC LICENSE, ADJ FEE		466.13
BMI	2026/01/01-12/31 MUSIC LICENSE		971.88
SESAC INC	2026/01/01-12/31 MUSIC LICENSE		2,081.00
		$	**3,519.01**

CITY CLERK

CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE		15.81
CAPITAL BUSINESS SYSTEMS, INC	2026/06/26-07/25 COPIER EXPENSE		150.67
		$	**166.48**

FINANCE/RISK MANAGEMENT

CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE		15.81
CAPITAL BUSINESS SYSTEMS, INC	2026/06/20-07/19 COPIER EXPENSE		280.68
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-BARRETT, CLINGERMAN		375.49
SHOPKO OPTICAL	SAFETY GLASSES-KWASNIEWSKI, PARKS J, PARKS S		375.00
		$	**1,046.98**

LIBRARY

CENTURY LINK	2026/07/11-08/10 MONTHLY SERVICE		147.65
COX BUSINESS SERVICES	2026/07/09-08/08 MONTHLY SERVICE		604.99
CENGAGE LEARNING, INC	BOOKS		32.80
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS		704.47
INGRAM LIBRARY SERVICES LLC	BOOKS		4,305.62
LIBRARY IDEAS	VOX BOOKS		377.58
MATRIX BUSINESS SYSTEMS INC	2026/07/01-07/30 COPIER EXPENSE		18.45
RUFF WATERS, INC	2026/07/31M AQUARIUM MAINTENANCE		155.00
SOUTHEAST LIBRARY SYSTEM	2026 JOINT YOUTH SERVICES RETREAT-BULLOCK,		400.00
UNIVERSITY OF NEBRASKA-LINCOLN	4-H BABYSITTING CLINICS		750.00
		$	**7,496.56**

MINUTE RECORD

CLAIMS FOR 2026/08/10 COUNCIL MEETING

ADMINISTRATIVE SERVICES/PERSONNEL

BENEFIT PLANS	2026/06/30Q ANNUAL PLAN FEE		1,159.37
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE		15.81
INTEGRATED CARE, LLC	PHYSICAL CAPACITY PROFILE TEST, DRUG SCREEN		380.00
OMAHA PUBLIC POWER DISTRICT	2026/06/22-07/22 MONTHLY SERVICE		358.02
SIMPLIVERIFIED, LLC	BACKGROUND CHECKS		123.00
THINK WHOLE PERSON HEALTHCARE	FIT FOR DUTY ASSESSMENT		643.00
TRANSNET, LLC	TRANSCRIPTION SERVICES		144.24
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES		2,342.05
		$	**5,165.49**

CODE ENFORCEMENT

CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE		15.81
GREAT PLAINS UNIFORMS	BALLISTIC VEST-T WOLD		1,330.00
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES		964.13
		$	**2,309.94**

PUBLIC WORKS

CAPITAL BUSINESS SYSTEMS, INC	2026/06/22-07/21 COPIER EXPENSE		64.33
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE		31.62
DAVE GOEDEKEN	REIMB PER DIEM FOR CONFERENCE		51.00
DESIGN 4, INC	TEMPORARY NO PARKING SIGNS		1,600.00
HDR ENGINEERING, INC	BPW 260508-AHP FLOODPLAIN PERMIT 2026/06/28-07/25		6,218.35
OLSSON ASSOCIATES	BPW 240802-WATERPARK INFRASTRUCTURE 2026/06/14-07/11		56,895.92
ONE CALL CONCEPTS	2026/07/31M LOCATES		1,346.55
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES		74.81
		$	**66,282.58**

PARKS

A-RELIEF SERVICES	2026/06/29-07/26 PORTAB LE RESTROOMS-BICYCLE CLUB		103.00
A-RELIEF SERVICES	2026/06/29-07/26 PORTAB LE RESTROOMS-HAWORTH PARK		103.00
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE		15.81
HUGHES TREE SERVICE	WILLOW SPRINGS PARK - TREE REMOVALS WITH STUMP		4,995.00
PRIDE HOME MAINTENANCE SERVICES, INC	SERVICE CALL TO ASSESS ALARM CODE-AHP		150.00
PRIDE HOME MAINTENANCE SERVICES, INC	BALDWIN FIELD - IRRIGATION SYSTEM SERVICE		1,450.00
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES		12,154.20
		$	**18,991.01**

RECREATION

AQUA-CHEM	CHEMICAL FOR POOLS		1,113.30
CAPITAL BUSINESS SYSTEMS, INC	2026/06/18-07/17 COPIER EXPENSE		48.47
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE		94.86
HD SUPPLY FACILITIES MAINTENANCE	LINERS, BLEACH		195.81
NATALIE LITTLETON	REFUND POOL PARTY DEPOSIT		130.00
RECSUPPLY	POOL - 20) BAHIA CHAISE LOUNGE - WHITE		3,444.00
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES		1,414.46
		$	**6,440.90**

MINUTE RECORD

CLAIMS FOR 2026/08/10 COUNCIL MEETING

FACILITY MAINTENANCE

CARPENTER PAPER CO	JANITORIAL SUPPLIES	45.84
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	47.43
CERRIS SYSTEMS NORTH CENTRAL, INC	A/C UNITS NOT COOLING-1510 WALL	587.00
CERRIS SYSTEMS NORTH CENTRAL, INC	ERV #3 COMPRESSOR-1510 WALL ST	6,800.00
COMMERCIAL RECREATION SPECIALISTS	SPLASH PAD PARTS	8,940.30
HD SUPPLY FACILITIES MAINTENANCE	FLOOR PADS, GLASS CLEANER, GLOVES, LINERS, PAPER TOWELS, HAND SOAP	838.46
HEARTLAND PNEUMATIC	DRYER SERVICE-FIRE DIST 1, 2, 3 & 4	1,552.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR SERVICE-1500 WALL	577.11
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/10 MONTHLY SERVICE	36.73
OMAHA PUBLIC POWER DISTRICT	2026/06/23-07/23 MONTHLY SERVICE	53.25
SUN VALLEY LANDSCAPING	PRAIRIE MAINTENANCE-WALL ST	1,330.00
TRICO MECHANICAL SERVICES	HVAC SERVICE-DIST 3, DIST 2	3,015.46
TRISTAR CLAIMS MANAGEMENT SERVICES	2026/07/31M WC DISBURSEMENTS	3,073.65
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	1,183.28
		$ 28,080.51

CEMETERY

CAPITAL BUSINESS SYSTEMS, INC	2026/08/06-09/05 COPIER EXPENSE	20.60
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	12.57
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	845.74
		$ 878.91

STREETS

CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	79.05
DREFS TREE SERVICE	STORM DAMAGE MAPLE TREE-8252 CEDAR ISLAND RD	2,400.00
DREFS TREE SERVICE	CUT DOWN DAMAGED TREE-411 AVIAN CIR	1,400.00
DREFS TREE SERVICE	CUT DOWN/TRIM TREES-1112 BRYAN AVE	4,500.00
DREFS TREE SERVICE	CUT DOWN-DEAD TREES-2941 LONE TREE RD	1,800.00
DREFS TREE SERVICE	CUT DOWN TREES-2941 LONE TREE RD-OPEN FIELDS	2,900.00
IA/NE CONCRETE PRODUCTS	CONCRETE	6,960.00
JACOBS ENGINEERING GROUP, INC	BPW 250301-QUAIL CREEK REHAB 2026/05/23-06/26	15,743.84
JACOBS ENGINEERING GROUP, INC	BPW 240121-COLLEGE HTS STORMWATER 2026/05/23-06/26	2,944.62
JACOBS ENGINEERING GROUP, INC	BPW 240124-WHITTED CREEK 2026/05/23-06/26	8,907.40
JEO CONSULTING GROUP, INC	BPW 260401-25TH & OLIVE DRAINAGE THRU 2026/07/24	8,897.50
LOGAN CONTRACTORS SUPPLY	SMALL SHOVELS, SUPPLIES, STAKES, CANVAS	3,002.98
MARTIN ASPHALT	BULK ASPHALT TACK	460.00
METROPOLITAN UTILITIES DIST	2026/06/12-07/10 MONTHLY SERVICE	54.20
MICHAEL TODD INDUSTRIAL SUPPLY	V-LOK ADAPTERS W/HARDWARE, GALVANIZED U-CHANNEL POSTS	5,000.00
OMAHA PUBLIC POWER DISTRICT	2026/06/02-07/01 MONTHLY SERVICE	74.78
OMAHA PUBLIC POWER DISTRICT	2026/06/19-07/21 MONTHLY SERVICE	353.13
OMAHA PUBLIC POWER DISTRICT	2026/06/23-07/23 MONTHLY SERVICE	460.64
OMAHA PUBLIC POWER DISTRICT	2026/06/25-07/27 MONTHLY SERVICE	10,725.66
OMAHA PUBLIC POWER DISTRICT	2026/06/29-07/29 MONTHLY SERVICE	104,276.52
PLATTE RIVER CONCRETE CO	CONCRETE	19,844.74
READY MIXED CONCRETE COMPANY	CONCRETE	12,325.17
STANEK INDUSTRIES LLC	BPW 260102-CONCRETE PROJECTS 2026/07/22-08/04	40,058.80
TRISTAR CLAIMS MANAGEMENT SERVICES	2026/07/31M WC DISBURSEMENTS	935.61
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	6,554.56
		$ 260,659.20

FLEET MAINTENANCE

911 CUSTOM, LLC	RED/BLUE UTILITY LIGHT, SUPER LED FLASHER, CLEAR LENS	2,966.00
AA WHEEL & TRUCK SUPPLY, INC	LED UNI-LIGHT W/GROMMET	27.18
ALLIED OIL & TIRE COMPANY	DRY DIESEL	3,551.45
ARNOLD MOTOR SUPPLY	OIL FILTERS, FORM-A-GASKET	25.31
AUTO BRAKE AND CLUTCH	CAST BRAKE SHOES	982.32
AUTOMOTIVE WAREHOUSE DIST, INC	ROLOC ABRASIVE PAD, PULLEYS, THREADLOCKER, WIPER BLADES, SPARK PLUGS, FILTERS	1,027.90
BAUER BUILT TIRE & SERVICE	TIRE	94.52
BAXTER FORD OF OMAHA	FRONT AXLE SHAFT, ERADIO MODULE, WINDOW CONTROL SWITCH, IGNITION COIL ASSY, REAR SUSPENSION CONTROL ARM, GASKETS, SPARK PLUGS	34.60
CAPITAL BUSINESS SYSTEMS, INC	2026/06/20-07/19 COPIER EXPENSE	46.24
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	47.43
CLAYS PUMP & EQUIPMENT CO	REPAIR SHOP HOSE REELS	3,588.48
CORNHUSKER INTERNATIONAL TRUCKS	SHOCK ABSORBERS, SLACK ADJUSTERS, DRUM, SEALS, GASKETS, TURBOCHARGE KIT, CLAMPS, BRACKET, TAIL LIGHTS	3,816.88
CUMMINS SALES AND SERVICE	FUEL FILTER FOR GENERATOR, BREATHER	348.77
DULTMEIER SALES LLC	AUXILIARY FUEL TANK HOSE	150.00
GRAINGER	SMALL HAND SCOOP	21.00
HYDRAULIC CONTROLS, INC CORP	BOOM LIFT CYLINDER	287.25
INLAND TRUCK PARTS CO	BRAKE DRUMS, GASKET,SEAL	1,124.17
INTERSTATE BATTERIES	BATTERIES	1,082.46
JONES AUTOMOTIVE	TELESCOPING POLE, SWING ARM W/MOTION ADAPTER	881.28
MACQUEEN EQUIPMENT, LLC	REPLACE REAR SUSPENSION SPRINGS-TRUCK 31	15,596.98
MILLARD METAL SERVICES	ROUND TUBES	167.00
NAPA AUTO PARTS	DOME LIGHT, COUPLERS, SOCKETS, COOLANT HOSES, FILTERS, BRAKE ROTORS, BRAKE PADS, ELEC CONNECTORS, TRAILER WIRE	977.17
NEBRASKA IOWA INDUSTRIAL FASTENERS	INSULATED TEST CLIPS, SOCKET HEAD, FENDER WASHERS, LUBRICANT, COPPER LUGS	64.36
NIPPON SANSO MATHESON INC	OXYGEN, ACETYLENE, FUEL SURCHARGE	329.91
PAUL LUCHT & SONS, INC	PRESS IN BUSHING FOR REAR SUSPENSION, ALIGNMENT	14.00
STATE STEEL SUPPLY CO	STAINLESS SHEET	614.00
SUPERIOR SIGNALS	ARROW STICK LIGHT	34.00
TERMINAL SUPPLY CO	PLUG CONNECTORS, RECEPTACLES	55.76
TOYNE, INC	ISOLATOR-BICONE STYLE BAR, SUPER AUTO EJECT	932.29
TRISTAR CLAIMS MANAGEMENT SERVICES	2026/07/31M WC DISBURSEMENTS	1,928.43
TRUCK CENTER COMPANIES-OMAHA	HUB SEALS, STARTER	1,406.52
TY'S OUTDOOR POWER & SERVICE	SET COLLAR, BLADE	142.40
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	750.09
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	336.98
WOODHOUSE PLATTSMOUTH	REPLACE STEERING GEAR	571.00
		$ 44,024.13

SOLID WASTE

CITY OF OMAHA	2026/06/30M COMPOST DELIVERIES	14,870.67
PAPILLION SANITATION	2026/07/31M TRASH HAULING FEES	387,151.73
PAPILLION SANITATION	2026/06/30-07/14 GLASS RECYCLING	574.65
		$ 402,597.05

PLANNING

CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	15.81
CAPITAL BUSINESS SYSTEMS, INC	2026/06/18-07/17 COPIER EXPENSE	53.21
SARPY COUNTY TIMES	2026/06/03-06/16 SUBSCRIPTION BALANCE	4.49
		$ 73.51

MINUTE RECORD

CLAIMS FOR 2026/08/10 COUNCIL MEETING

PERMITS & INSPECTIONS

BURTON PLUMBING SERVICES	REFUND 80% PERMIT 26-002962 CANCELLED PROJECT	38.52
CAPITAL BUSINESS SYSTEMS, INC	2026/06/18-07/17 COPIER EXPENSE	168.41
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	15.81
CORNHUSKER AUTO WASH	2026/07/31M VEHICLE WASHES	22.42
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	1,145.64
		$ 1,390.80

POLICE

AMAZON WEB SERVICES, INC	2026/07/31M WEB SERVICE	1,413.30
ANDERSON FORD	2026 FORD INTERCEPTOR VIN #1FM5K8AB2TGC01551	44,113.00
A-RELIEF SERVICES	2026/06/25-07/22 PORTABLE RESTROOMS-GUN RANGE	199.00
ATHLETICO PHYSICAL THERAPY	POST OFFER SCREENING	75.00
AUTO BODY AUTHORITY	REPAIR FRONT BUMPER-UNIT 619	684.95
AUTO BODY AUTHORITY	JUNK VEHICLE, TOW CHARGE	250.00
BENEFIT PLANS	2026/08/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
CAPITAL BUSINESS SYSTEMS, INC	2026/06/17-07/16 COPIER EXPENSE	312.52
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	126.48
CULLIGAN OF OMAHA	2026/07/15-07/31 BOTTLED WATER	685.30
DC ELECTRIC/HEARTLAND LIGHTING	WEATHERPROOF OUTLET BOXES - AHP	2,560.34
DRY CREEK ARSENAL, LLC	SUPPRESSORS FOR SNIPER RIFLES	3,897.98
GALL'S, LLC	DOUBLE MAG HOLDER	12.45
GOVDIRECT, INC	GAMBER JOHNSON VEHICLE DOCK REPAIR	896.80
GREAT PLAINS UNIFORMS	UNIFORM PANTS-A LOPEZ	197.98
GREAT PLAINS UNIFORMS	UNIFORM PANTS-HART	197.98
GREAT PLAINS UNIFORMS	UNIFORM PANTS-STEWART	198.98
GRP & ASSOCIATES, IN	MEDICAL WASTE BOXES	93.00
HYUNDAI MOTOR FINANCE	2026/08/31M LEASE PMT - HIDTA-DEA-SIMONES	720.01
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	90.00
JONES POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH EXAM	700.00
MATRIX BUSINESS SYSTEMS INC	2026/07/01-07/30 COPIER EXPENSE	180.99
MOTOROLA SOLUTIONS, INC	WM800 WIRELESS REMOTE SPEAKER MICROPHONE	439.46
THOMSON REUTERS - WEST	2026/07/31M ON-LINE SOFTWARE SUBSCRIPTION	520.80
TRISTAR CLAIMS MANAGEMENT SERVICES	2026/07/31M WC DISBURSEMENTS	11,542.76
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	21,683.30
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	-439.48
V & V MANUFACTURING, INC	DEPARTMENT BADGES	2,419.20
VERIZON WIRELESS	2026/07/24-08/23 MONTHLY SERVICE	7.36
		$ 102,597.02

FIRE & RESCUE

AT&T MOBILITY-CC	2026/06/05-07/04 MONTHLY SERVICE	464.75
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	94.86
KEN BROOKE ROOFING, INC	DIST 3 FIRE STATION ROOF REPLACEMENT	28,896.00
OMAHA PUBLIC POWER DISTRICT	2026/06/25-07/27 MONTHLY SERVICE	33.12
TRISTAR CLAIMS MANAGEMENT SERVICES	2026/07/31M WC DISBURSEMENTS	2,085.85
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	10,480.43
		$ 42,055.01

MINUTE RECORD

CLAIMS FOR 2026/08/10 COUNCIL MEETING

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2026/05/01-06/30 NON-CDBG CONSULTANT EXPENSES	728.75
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	224.92
FIRST NATIONAL BANK OF OMAHA	2026/06/30M ACCT 1084 ANALYSIS CHG	736.88
GREAT PLAINS COMMUNICATIONS LLC	2026/08/31M MONTHLY SERVICE	540.42
HDR ENGINEERING, INC	BPW 240501-PRAIRIE HILL DEV-INFRASTRUCTURE 2026/06/28-07/25	3,034.59
LEAGUE OF NEBRASKA MUNICIPALITIES	2026/09/01-2027/08/31 LEAGUE OF NEB MUNICIPALITIES	59,269.00
LOCKTON COMPANIES, LLC	2026/08/31M WELLNESS CONSULTING FEE	1,875.00
		$ 66,409.56

INFORMATION TECHNOLOGY

SHI INTERNATIONAL CORP	2023/11/04-2024/11/04 MAINTENANCE-ACROBAT & PHOTO SHOP	5,776.51
SHI INTERNATIONAL CORP	2023/11/15-2024/06/30 MAINTENANCE-AZRACTDRCT SOFTWARE	3,758.00
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	324.13
		$ 9,858.64

BELLEVUE BAY NDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2026/07/31M BELLEVUE BAY INDOOR PARK REIMB EXPENSES, DESIGN SERVICE	12,925.03
ARCO MURRAY NATIONAL ENTERTAINMENT	APP 7-BELLEVUE BAY WATERPARK THRU 2026/07/31	3,752,955.52
HOLLAND BASHAM ARCHITECTS, INC	2026/07/31M PROF SERV-WATERPARK	55,963.00
THIELE GEOTECH	BPW 240802 BELLEVUE BAY MATERIAL TESTING-	7,496.00
		$ 3,829,339.55

MEDICAL SELF FUNDING

BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/07/30 MEDICAL CLAIMS FOR 2026/07/22-07/28	204,525.49
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/08/04 MEDICAL CLAIMS FOR 2026/07/29-07/31	32,564.27
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/08/06 MEDICAL CLAIMS FOR 2026/08/01-08/04	85,844.74
FIRST NATIONAL BANK OF OMAHA	2026/06/30M ACCT 1088 ANALYSIS CHG	290.14
		$ 323,224.64

WASTEWATER

AT&T MOBILITY	2026/06/08-07/07 MONTHLY SERVICE	661.58
AT&T MOBILITY	2026/07/08-08/07 MONTHLY SERVICE	661.78
CAPITAL BUSINESS SYSTEMS, INC	2026/06/09-07/08 COPIER EXPENSE	92.04
CENTURY LINK	2026/07/04-08/03 MONTHLY SERVICE	66.63
CENTURY LINK	2026/07/13-08/12 MONTHLY SERVICE	150.26
CENTURY LINK	2026/07/22-08/21 MONTHLY SERVICE	701.85
CHARLES MACHINE WORKS, INC	SWITCH CLUSTER WITH BOOT	2,869.38
CITY OF OMAHA	2026/03/31M SEWER FEES	653,225.61
COX BUSINESS SERVICES	2026/07/12-08/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2026/07/18-08/17 MONTHLY SERVICE	91.99
ELLIOTT EQUIPMENT CO	LEADER HOSE, SEWER HOSE GUIDE ASSY, SNAP BUTTONS, ROOT CUTTER, HYD CYLINDER, SEWER HOSE, SWICH CLUSTER WITH BOOT	14,402.76
EMBRIS GROUP LLC	BPW 230307-BLUFF ST LIFT STATION 2026/05/31M	3,495.00
FIRST NATIONAL BANK OF OMAHA	2026/06/30M ACCT 1086 ANALYSIS CHG	502.15
GEARHART CONSTRUCTION & PLUMBING INC	EMERGENCY SEWER REPAIR-NEB DR & VICKI CIR	17,712.00
HDR ENGINEERING, INC	BPW 250115-TWIN CREEK SIPHON EVAL 2026/06/28-07/25	7,175.76
HDR ENGINEERING, INC	BPW 240603-SCWWA CONNECTION EVAL 2026/06/28-07/25	20,582.89

MINUTE RECORD

CLAIMS FOR 2026/08/10 COUNCIL MEETING

WASTEWATER (cont'd)

HDR ENGINEERING, INC	BPW 250114-LANDINGS LIFT STATION SERV 2026/06/28-07/25	2,403.34
HDR ENGINEERING, INC	BPW 181013-QUAIL CREEK LIFT STATION 2026/06/28-07/25	3,353.10
HDR ENGINEERING, INC	BPW 211123-HAWORTH PARK WW COLLECTION SYS 2026/06/28-07/25	1,981.54
HEIMES CORPORATION	BPW 181013-QUAIL CREEK LIFT STATION THRU 2026/07/20	169,042.46
HM CRAGG CRITICAL POWER	EMERGENCY GENERATOR REPAIR	780.00
JUDDS BROS CONSTRUCTION CO	BPW 230307-BLUFF ST LIFT STATION 2026/03/31-06/25	241,742.70
LOGAN CONTRACTORS SUPPLY	COMPACTOR SENDER REMOTE	7,809.00
MICHAEL TODD INDUSTRIAL SUPPLY	ENGINEER GREEN FLAGS, BACK SHOVELS, SPADES	713.80
PRECISE MRM LLC	2026/06/30M FLAT DATA PLAN	253.00
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/07/31M WC DISBURSEMENTS	5,057.20
US BANK VOYAGER FLEET SYSTEMS	2026/06/30M FUEL PURCHASES	4,358.39
VALLEY CORPORATION	BPW 240603-INTERCEPTOR SEWER & SCCWWA CONN THRU 2026/07/27	208,187.20
		$ 1,368,281.41

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2026/05/31M CDBG CONSULTANT EXPENSES	8,442.50
		$ 8,442.50

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2026/06/26-07/27 MONTHLY SERVICE	100.69
		$ 100.69

FEDERAL FORFEITURES

VERIZON WIRELESS	2026/07/22-08/21 MONTHLY SERVICE	730.90
		$ 730.90

TOTAL CLAIMS FOR 2026/08/18	**$ 6,602,596.10**
TOTAL PAYROLL FOR 2026/07/31	**$ 1,699,112.10**

10a.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/18/2026			SUBMITTED BY: City Clerk		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Recommend approval of an application for a Class "D" Liquor License to sell beer, wine, spirits off sale only, for QWH LLC dba NP Mart 38, located at 1001 Galvin Road South, and Anne Gordon as Manager.

SYNOPSIS/BACKGROUND:

NLCC requires a new application to be submitted for a new Class D Liquor License. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department and Planning Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of an application for a Class "D" Liquor License to sell beer, wine, spirits off sale only, for QWH LLC dba NP Mart 38, located at 1001 Galvin Road South, and Anne Gordon as Manager.

ATTACHMENTS:

1. Application	2. Police Report	3. Planning Report
4. City Clerk Report	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

NOTICE OF PUBLIC HEARING ON APPLICATION FOR A CLASS "D" LIQUOR LICENSE & MANAGER

Notice is hereby given that QWH LLC dba NP 38 Mart has applied for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale, at 1001 Galvin Road South Bellevue, NE 68005, and Anne Gordon, as Manage.

A public hearing on the application will be held at the City Council meeting on August 18, 2026, beginning at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

If special accommodations are required, please contact the City Clerk at (402)293-3007 at least twenty-four hours prior to the meeting.

Susan Kluthe
Bellevue City Clerk

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: August 18, 2026 Due to City Clerk: July 31, 2026

Applicant: QWH LLC dba MP Mart 38

Location/Address: 1001 Galvin Road South Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "D" Liquor License to sell beer, wine, spirits off sale only, for QWH LLC dba "NP Mart 38" located at 1001 Galvin Road South, Bellevue, NE 68005, and Anne Gordon as Manager.

Individuals to be Checked:

	Name & Address	DOB
1.	Anne Gordon 3907 N. 67th Avenue Omaha, NE 68104	
2.		

Comments:

No objections.

Signature of Reviewer: _____ Date: 7/16/2026

Liquor License Application Report
City of Bellevue
Planning Department

Due to Clerk Date: 7/31/2026 City Council Date: 8/18/2026

Applicant: QWH LLC dba MP Mart 38

Address: 1001 Galvin Road South Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "D" Liquor License to sell beer, wine, spirits off sale only, for QWH LLC dba "NP Mart 38" located at 1001 Galvin Road South, Bellevue, NE 68005, and Anne Gordon as Manager.

Background:

Is this location within the city limits of Bellevue? Yes

Is this location within the city's two-mile zoning jurisdiction? Yes

Existing Zoning: BNH (Heavy Neighborhood Business) Existing Land Use: Vacant

Will Zoning allow a liquor license: No

Is the current use non-conforming? N/A

Explanation: Was previously a Cooper Auto Care Center for light auto repair. Light auto repair is a permitted use in the BNH zoning district.

Adjacent Land Use and Zoning:

North: BNH, Commercial - First Interstate Bank (across Harvell Road)

South: BG-Commercial

East: Harvell Drive Right-of-way

West: BG- Bellevue University (across Galvin Rd. S)

Distance from school (If applicable): N/A

Distance from college (If applicable): 0.4 miles

Distance from church (If applicable): N/A

Immediate neighborhood/area land uses:

The neighborhood is a mixture of commercial along Harvell Dr. to the north, commercial to the south, commercial to the east across Harvell Dr, and Bellevue University to the west.

Number of parking spaces required: N/A Provided: _____

Analysis of neighborhood effects:

Traffic: There is no traffic impact expected.

Street/Access: There is no street/access impact expected.

Pedestrian: There is no pedestrian impact expected.

Noise: There is no noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

This is a commercial area located within a zoning district that permits on sale liquor sales. The Planning Department has no objection to the proposed permitted use from a zoning perspective. However, staff has significant concerns regarding the applicant's proposed business plan. The applicant has not yet contacted the Planning Department to discuss the details of the proposed business plan which includes the installation of six fuel pumps serving twelve fueling stations. The Planning Department recommends that the City Council be aware that staff has not yet had an opportunity to fully review or discuss the applicant's overall business plan, particularly as it relates to the proposed twelve fueling stations. Staff recommends that further review and coordination with the Planning Department occur before the applicant proceeds with development of the proposed operation.

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: QWH LLC dba MP Mart 38

Location/Address: 1001 Galvin Road South City: Bellevue State: NE Zip: 68147

Requested Action:

Recommend approval of an application for a Class "D" Liquor License to sell beer, wine, spirits off sale only, for QWH LLC dba "NP Mart 38" located at 1001 Galvin Road South, Bellevue, NE 68005, and Anne Gordon as Manager.

Date Application Received: 7/15/2026

Final Date Heating can be held: (45 days from receipt): 8/29/2026

Date Advertised (not less than 7 nor more than 14 days): 8/5/2026

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	
Class B (Beer off sale only):	
Class C (Alcoholic liquor, on and off sale):	19
Class CK (Alcoholic liquor, on and off sale/Catering):	4
Class D (Alcoholic liquor, off sale only):	26
Class DK (Alcoholic liquor, off sale only/Catering):	1
Class I (Alcoholic liquor on sale only):	29
Class IK (Alcoholic liquor on sale only/Catering):	2
Class X (Wholesale Liquor)	
Total:	79

Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 183147

LICENSE TYPE

Class D Beer, Wine, Spirits Off Sale Only

APPLICATION DATE RECEIVED

2026-07-14

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

QWH LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

NP Mart 38

CORPORATE NUMBER

INCORPORATION DATE

CORRESPONDENCE ADDRESS

3024 Ames Avenue
Omaha, NE 68111

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Arshad Nazir

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(414) 916-9300

ALTERNATE PHONE

FAX

EMAIL

ranaarshadwi@yahoo.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Arshad Nazir	President		100

ADDITIONAL INFORMATION

MARITAL STATUS
Single

MANAGED BY AGENT
Yes

AGENT
Kerry Harrahill

AGENT TYPE
Individual

PREMISES TYPE
Convenience with Gas

PREMISES NAME
NP Mart 38

OPERATOR

CORPORATE LIMIT DESIGNATION
Inside

LEASE OR OWN
Own

PHYSICAL ADDRESS
1001 Galvin Road South
Bellevue, NE 68005

MAILING ADDRESS

CONTACT NAME
Arshad Nazir

PREFERRED CONTACT METHOD
Email

CONTACT PHONE
(414) 916-9300

ALTERNATE PHONE

FAX	EMAIL
	ranaarshadwi@yahoo.com
PREMISES MANAGER	PREMISES MANAGER EMAIL
Anne Gordon	petro.mart@yahoo.com

QUESTIONS

Class D Beer, Wine, Spirits Off S

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

   Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

   *The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

   No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
   A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

   L80, W42

3. Will a basement be used for alcoholic storage or sale?

   No

4. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

   one floor

5. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

   No

6. Is premises to be licensed within 300 feet of a college campus or university?

   No

7. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

   No

8. What date do you intend to open for business?

   January 2027 anticipated opening date subject to completion of construction

9. What are the anticipated hours of operation?

   24 hours a day, 7 days a week

10 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

   No

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

   No

12 Is anyone listed on this application a law enforcement officer?

   No

13 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

   Five Points Bank Arshad Nazir

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

   Yes
   Several other NP Mart locations across Nebraska

15 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

16 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

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

23rd Street Petroleum, LLC 125011
30th Street Petroleum LLC 125363
84th Street Petroleum, LLC 157319
Arlington Petroleum, LLC 125098
Bell Street Petroleum, LLC 125012
Big Jims LLC 122113
Columbus Petroleum LLC 126411
East Norfolk LLC 125437
GI Petroleum LLC 153007
Hartington Petroleum LLC 126331
JR Convenience, LLC 123317
Kidan Petroleum, LLC 126346
Mailka Petroleum, LLC 123827
Martha Street Petroleum LLC 153094
Mekal Petroleum, LLC 122944
Midtown Petroleum LLC 126180
MS Petroleum, LLC 124333
MSM Petroleum, LLC 106718
Mukarab Petroleum, LLC 123735
Nebraska City Petroleum, LLC 125013
Seward Petroleum LLC 159393
Ames Petroleum LLC 159103
Omaha Ave Petroleum 125438
Rahama Petroleum, LLC 124721
Rana Petroleum, LLC 121104
Rana Property, LLC 122216
Shahmeer Petroleum, LLC 124426
Shemaz Petroleum, LLC 123318
South Street Petroleum, LLC 158527
Valley Petroleum LLC 125126
West Norfolk LLC 125436

18 Has the premises location been previously licensed within the last 2 years?

No

19 Are you applying for a Temporary Operating Permit?

No

20 Is the lease, deed, or purchase agreement for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

21 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Anne Gordon

23 What is the manager's address?

3907 N 67th Avenue
Omaha, NE 68104

24 What is the manager's phone number?

402-210-8949

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - https://www.nebraska.gov/apps-sos-voter-registration/

Douglas

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

petro.mart@yahoo.com

27 Is the manager married?

Yes
William Gordon
chevynogo@hotmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Purchase Agreement.pdf	Purchase Agreement
Privacy Act Statement	Privacy Act Statement - Arshad.pdf	PAS - Arshad
Privacy Act Statement	Privacy Act Statement - Nabila.pdf	PAS - Nabila
Premises Description & Diagram	Diagram - NP Mart 38.pdf	Diagram
Privacy Act Statement	Privacy Act Statement - Anne.pdf	PAS - Anne
Affidavit of non-participation	Spousal Affidavit - Anne.pdf	Spousal Affidavit - Anne
Additional Document	Additional information attachment.pdf	Additional information
Business Plan	NP_Mart_38_Bellevue_New_Development_Business_Plan.pdf	Business Plan

APPLICANT

Kerry Harrahill

DECLARATION

☑ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION

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

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

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

William Gordon
Signature of **NON-PARTICIPATING SPOUSE**

William Gordon
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me this July 14, 2024 (date)

by William Gordon
Name of person acknowledged (Individual signing document)

Kerry a Harrahill
Notary Public Signature

KERRY A HARRAHILL
State of Nebraska-General Notary
My Commission Expires
July 09, 2028

Anne F. Gordon
Signature of **APPLICANT**

Anne F. Gordon
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me this July 14, 2024 (date)

by Anne Gordon
Name of person acknowledged (Individual signing document)

Kerry a Harrahill
Notary Public Signature

KERRY A HARRAHILL
State of Nebraska-General Notary
My Commission Expires
July 09, 2028

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

This Commercial Real Estate Purchase Agreement (this "Agreement") dated effective as of July 08, 2026 (the "Effective Date"), is made by and between BOUGE ENTERPRIZES INC, a Nebraska company (the "Seller") and QWH, LLC, a Nebraska limited liability company (the "Buyer").

RECITALS:

WHEREAS, the Seller owns the property formerly operating as a service station located at 1001 GALVIN RD S BELLEVUE, NE 68005 (the "Real Property"); and

WHEREAS, the Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, the Real Property on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

1. Sale and Purchase of Property. Subject to the conditions set forth below, at the Closing, the Seller will sell and deliver to the Buyer, and the Buyer will purchase from the Seller, all of the Seller's right, title and interest in and to the Real Property intended to be covered by this Agreement, subject to easement, covenants and restrictions of record, with the understanding that any easement, covenant, or restriction of record does not materially impact the current use of the Real Property as a retail gas station and convenience store.

1.1. Excluded Liabilities. Except as specifically assumed pursuant this Agreement, the Buyer will not assume or be responsible for any obligation or liability of the Seller, and the Seller will continue to be responsible for all its obligations and liabilities, which are known or unknown, fixed or contingent, liquidated or unliquidated and secured or unsecured, arising at or prior to, the Closing, whether or not disclosed to the Buyer (collectively, the "Excluded Liabilities"). Without limiting the generality of the foregoing, the Excluded Liabilities include any obligations or liabilities of the Seller, such as those:

(a) Arising out of or relating to this Agreement or the transactions contemplated hereby, including without limitation the preparation, negotiation or execution of this Agreement, and any of Seller's attorneys', accountants' or other fees or expenses incurred in connection therewith;

(b) Constituting indebtedness, including without limitation obligations or liabilities on account of borrowed money, letters of credit or guaranties;

(c) For federal, state, local or foreign taxes arising out of or relating to the operation of the Real Property by Seller or any activity or event occurring or condition or state of facts existing at or prior to the date of Closing or arising out of, resulting from, or incident to, the consummation of the transactions contemplated by this Agreement;

(d) Arising out of or relating to any actual or alleged breach or failure to perform by the Seller prior to the Closing Date, or any other person or entity for which the Seller may be liable, under any contract, commitment, arrangement or understanding;

(e) Resulting from any violation by the Seller, or any other person or entity for which the Seller may be liable, of any legal duty or any applicable federal, state, local or foreign law, statute ordinance, rule, regulation, judgment, order or decree, including without limitation any Environmental Laws;

(f) Relating to any condition, event, action or situation occurring or existing, specifically any action that would devalue the status of the business prior to the Closing Date for which liability under any applicable law which may arise;

(g) Relating to any litigation pending or threatened against the Seller as of the Closing;

(h) Relating to any activities or businesses of the Seller or any of its predecessors other than any liability acknowledged and included herein; and

(i) Relating to any Excluded Asset.

1.2. Purchase Conditions. This Agreement is subject to completion of each and every of the following conditions in favor of the Buyer:

(a) Financing. Within **ten (10) business days** after the Effective Date, Buyer will complete any necessary actions to secure financing suitable to Buyer. If such financing is not approved on or before sixty (60) days from the execution of this agreement, Buyer shall have the right to terminate this Agreement or waive such financing condition by written notice to Seller. In the event Buyer elects to terminate this Agreement, Buyer shall be entitled to a refund of the Deposit as outlined in this Agreement and the parties shall be discharged from all further obligation or liability under this Agreement. Should Buyer be unable to secure financing which meets Buyer's specifications within the timeframe mentioned above, Seller will have the right to terminate this Agreement and the parties shall be discharged from further obligations relating to this Agreement, with deposit returned to Buyer.

(b) Title Insurance. Buyer shall, within thirty (30) days after the Effective Date, obtain a title insurance commitment from Nebraska Title for an ALTA owner's policy in the full amount of the Purchase Price allocated to Land and Buildings and a title insurance commitment for an ALTA lender's policy in the full amount of Buyer's loan, which shall show good and marketable fee simple title to the Real Property in Seller, subject only to the Permitted Exceptions. Buyer shall have until thirty (30) days following Execution date to give written notice to Seller of any defects in title, other than the Permitted Exceptions, which render title unmarketable or materially different than its description herein, otherwise Buyer shall be deemed to have approved title to the Real Property. Seller shall have until Closing, or such additional reasonable time as Buyer may allow at its discretion, to cure any defects causing title to be less than marketable and, if not cured in such time, Buyer shall have the right to terminate this Agreement or waive such condition by written notice to Seller. In the event Buyer elects to terminate this Agreement or Seller cannot cure any defects, which shall also allow Seller to terminate this Agreement, Buyer shall be entitled to a refund of the Deposit and the parties shall be discharged from all further obligation or liability under this Agreement.

(c) Liquor License, Food & Drink Permit & All Fuel and Pump Related Permits. The Buyer shall promptly and in good faith complete and submit all applications for permits, including but not limited to, an application to the Nebraska Liquor Control Commission within Sixty (60) days after the Effective Date as well as permits for Food & Drink and all issues related to the Buyer's business operations intended for the Real Property. If Buyer is unable to secure a Liquor License from the Nebraska Liquor Control Commission or other permits described above, Buyer shall have the right to terminate this Agreement or waive such condition by written notice to Seller. In the event the Buyer elects to terminate this Agreement, Buyer shall be entitled to a refund of the Deposit and the parties shall be discharged from all further obligations or liabilities under this Agreement. Buyer shall not have any rights arising under this subparagraph as it relates to the sale of liquor on the Premises of the Real Property sold herein until Closing.

2. Purchase Price and Deposit.

2.1. Purchase Price. The consideration for the sale of the Real Property to the Buyer will be an amount equal to Seven Hundred Fifty Thousand Dollars ($750,000.00) hereinafter referred to as the ("Purchase Price").

2.2. Payment. The Purchase Price shall be paid as follows:

(a) A Cashiers Check in the amount of $20,000 (Twenty thousand dollars and 00/100) shall be delivered by Buyer to Seller's or Seller's Agent or to the Escrow Agent, within five (5) business days after the Effective Date which represents the ("Deposit"). The Deposit shall be credited to the Purchase Price at Closing, if the Closing occurs.

If the Closing does not occur due to a failure of a condition set forth in this Agreement or due to a failure of Seller to comply with its obligations contained herein, the Deposit shall be refunded to Buyer. If the Closing does not occur for any other reason, the Deposit shall be forfeited by Buyer and paid to Seller. The failure of the Buyer to deliver the Deposit to the Escrow Agent within five (5) business days of the Effective Date will allow the Seller to cancel this Agreement in its entirety and the parties will be relieved from any liability arising under this Agreement.

(b) The balance of the Purchase Price, the total amount of which is $ 750,000 .00 (Seven Hundred fifty thousand dollars and 00/100) (**the total Purchase Price less the Deposit**), shall be paid by Buyer to Seller at Closing.

3. Seller's Representations and Warranties. The Seller represents and warrants to the Buyer as follows:

3.1. Title to Real Property. The Seller have good and marketable title to the Real Property, its Deed, and will transfer good and marketable title in the Real Property to the Buyer, in each case free and clear of all security interests, liens, charges, claims and other encumbrances of any kind other than any exceptions included in this Agreement.

3.2. Compliance with Law/Licenses. To Seller' knowledge, the Seller is in compliance in all material respects with all applicable laws, statutes, ordinances, rules, regulations, permits, licenses and any other laws which govern the Real Property.

3.3. Litigation and Orders. There is no action, suit, proceeding or investigation in any court or before any arbitrator or government agency or instrumentality pending or, to the knowledge of the Seller, threatened against or affecting the Seller and the Real Property. There are no judgments, orders, writs, injunctions or decrees binding upon or applicable to the Seller, and the Seller is not in violation of any of the foregoing.

3.4. Taxes. There are no liens for taxes upon the Real Property, nor any examinations in progress or claims against the Seller for taxes (including without limitation penalties and interest) for any period or periods and no notice of any claim for taxes, whether pending or threatened, has been received.

3.5. Environmental. Seller has no knowledge of any recognizable environmental conditions affecting the Real Property or any Hazardous Substances or Regulated Substances being released or disposed at, onto or from the Real Property in violation of applicable environmental law (collectively "Environmental Laws") during Seller's ownership, possession or control of the Real Property.

3.6. No Conflicts. The execution, delivery and performance of this Agreement and the other Transaction Documents by the Seller and the consummation of the transactions contemplated hereby:

(a) do not require the Seller to file any notice with or obtain any consent, approval, authorization or exemption from any person or entity, not a signatory hereto, including without limitation any government or governmental agency or instrumentality.

(b) will not violate any writ, injunction, decree, order, judgment, law, statute, ordinance, rule or regulation; and

(c) will not constitute a default or breach under any agreement or commitment to which the Seller is a party or by which it or any of its properties may be bound.

3.7. Authority. Seller has all necessary company authority to perform all actions contemplated by this Agreement.

3.8. Full Disclosure. No representation or warranty made by the Seller in this Agreement (including any Schedule or Exhibit hereto), any other Transaction Document (as defined in Section 6.3) or in any other document delivered in accordance with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

4. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

4.1. AS IS. Except for the express representation and warranties of Seller contained herein, Buyer is purchasing the Real Property, "AS IS", based upon its personal inspection without any representations or warranties, express or implied, from Seller as to the condition of Real Property, including, but not limited to, merchantability or fitness for any particular purpose.

4.2. No Conflicts. The execution, delivery and performance of this Agreement by the Buyer and the consummation of the transactions contemplated hereby: (a) do not require the Buyer to file any notice with or obtain any consent, approval, authorization or exemption from any person or entity, unless named otherwise herein, including without limitation any government or governmental agency or instrumentality; (b) will not violate any writ, injunction, decree, order, judgment, law, statute, ordinance, rule or regulation; and (c) will not constitute a default or breach under any agreement or commitment to which the Buyer is a party or by which it or any of its properties may be bound.

4.3. Authority. Buyer has all necessary limited liability company authority to perform all actions contemplated by this Agreement.

4.4. Full Disclosure. No representation or warranty made by the Buyer in this Agreement or in any document delivered in accordance with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

5. Closing; Additional Conditions; Option to Extend Closing Date.

5.1. Time and Place of Closing. The consummation of the purchase and sale of the Real Property (the "Closing") date is currently contemplated to be Sept 11, 2026, 2026. If Closing does not occur within sixty (60) days after the Effective Date, Buyer may extend closing by an additional thirty (30) days as needed to secure the contingencies outlined herein so long as Buyer has made good faith efforts to do so and especially if any delay is out of the control of the Buyer. If Closing does not occur by the end of the day Sept 11, _____, 2026, either party may terminate this Agreement by written notice to the other party and Buyer's Deposit will be refunded, based on the terms of this Agreement.

5.2. Additional Conditions. The obligations of the parties under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions precedent, except to the extent any such condition is waived in writing by the party to be benefited thereby:

(a) Full and complete performance and compliance with all of the terms, agreements, obligations, covenants and conditions required by this Agreement to be performed and complied with prior to or on the Closing Date;

(b) All documents required to be delivered at or before Closing pursuant to this Agreement are in a form and content acceptable to parties, have been or shall be duly executed and are delivered in a timely fashion.

5.3. Deliveries by the Seller. At the Closing the Seller will deliver to the Buyer the following documents the special warranty deed to be attached hereto (the "Deed") and other instruments of transfer and assignment that the Buyer may reasonably request to vest the Real Property, free and clear of all liens, security interests, charges, claims and other encumbrances of any kind, in accordance with the terms of this Agreement.

5.4. Deliveries by the Buyer. At the Closing the Buyer will deliver to the Seller (or the other person or entity identified below) any and all instruments of transfer and assumption of the Real Property that the Seller may reasonably request to evidence the transfer of the Real Property in accordance with the terms of this Agreement.

5.5 Prorations and Expenses. Consolidated real estate taxes for the Real Property for the year in which Closing occurs shall be prorated as of the Closing Date; all prior taxes shall be paid by Seller, and all subsequent taxes shall be paid by Buyer. Seller shall pay all special assessments for public improvements constructed or under construction prior to Closing. Except as otherwise provided herein, the parties shall be liable for expenses as follows:

(a) Recording Fees. Buyer shall pay the recording fees on the Deed.

(b) Survey. Buyer shall pay the cost of obtaining the Survey.

(c) Closing Documents. Seller shall cause Seller's attorney or the title insurance company, at Seller's expense, to prepare and deliver to Buyer, drafts of all deeds, title insurance affidavits, transfer statements, closing statements and other Real Property related closing documents.

(d) Property Taxes. All real property and personal property taxes attributable to the Real Property and the ownership of the Real Property which will become due the year of Closing, if any, shall be prorated as of the Closing Date and accounted for on the Closing Statement.

(e) Other Fees and Expenses. As to all other closing costs and expenses, each party shall pay its respective expenses, taxes, charges and liabilities incurred in connection with or arising out of the transaction and the transfer of title of the Real Property from Seller to Buyer.

6. Pre & Post-Closing Cooperation. On and after the Closing Date, the Seller and the Buyer shall each deliver or cause to be delivered to the other parties hereto such additional documents, releases, assignments and instruments as the other parties may reasonably request for the purpose of carrying out the intent of this Agreement. This includes the right for Buyer to have reasonable access to the Real Property, with 24-48 hours notice, in order to conduct the inspections outlined in this purchase agreement. Seller shall agree to cooperate with any additional issues regarding the transition, including as it relates to the transfer of any permits to sell alcoholic beverages, and obtain Buyers permits relating thereto. The Seller will cooperate and use reasonable efforts to have the present officers, directors and employees of the Seller cooperate with the Buyer in furnishing information, evidence, testimony with respect to matters pertaining to all periods prior to the Closing Date. Buyer specifically shall have access to current employee information in order to hopefully retain available staff, and to communicate the change of ownership with current employees.

7. Indemnification.

7.1. Survival. The representations, warranties and agreements made by the parties in the Agreement and the other Transaction Documents or any other document or certificate delivered pursuant to this Agreement or any Transaction Document shall survive the Closing for a period of one (1) year.

7.2. Indemnification.

(a) By Seller. The Seller will indemnify, defend and hold the Buyer harmless from and against all liabilities, losses, claims, demands and damages, including reasonable attorneys' fees (collectively "Claims") to the extent arising out of or related to: (i) any Excluded Liabilities; (ii) any breach of any representation, warranty or agreement made by the Seller in or pursuant to this Agreement of any or the other Transaction Documents; and (iii) any claim or action relating to the Real Property arising prior to Closing.

(b) By Buyer. The Buyer will indemnify, defend and hold the Seller harmless from and against all Claims to the extent arising out of or related to:
(i) any Assumed Liabilities;

(ii) any breach of any representation, warranty or agreement made by the Buyer in or pursuant to this Agreement or any of the other Transaction Documents; and
(iii) any claim or action relating to the Real Property arising after Closing.

8. Severability. In the event that any of the provisions contained in this Agreement shall, for any reason, be declared or held to be unreasonable, unlawful, unenforceable or otherwise invalid in any respect, such term or provision shall be deemed modified to the extent necessary to make it enforceable, and in no event shall such declaration or holding affect the validity of any other provision of this Agreement, all of which provisions shall continue in effect in accordance with their terms.

9. Remedies Cumulative. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska, without giving effect to the principles of conflict of laws thereof.

11. Mediation of Disputes. For disputes arising from, out of, or relating to this contract, performance, or breach thereof, that cannot be settled through negotiation, the parties agree to first, in good faith and with reasonable efforts work to settle the dispute by mediation and follow agreements made therefrom following the Commercial Mediation Procedures before resorting to arbitration, litigation or any other dispute resolution procedure.

(Signature page follows)

By signing below, the parties have executed this Agreement in Sarpy County, Nebraska the date and year first above written.

BOUGE ENTERPRIZES INC, a Nebraska company, Seller

By: Mark L Bouge
(signature)

Name: Mark L. Bouge
(printed name)

Title: President

By: Brenda L Bouge
(signature)

Name: Brenda L Bouge
(printed name)

Title: Secretary/treasure

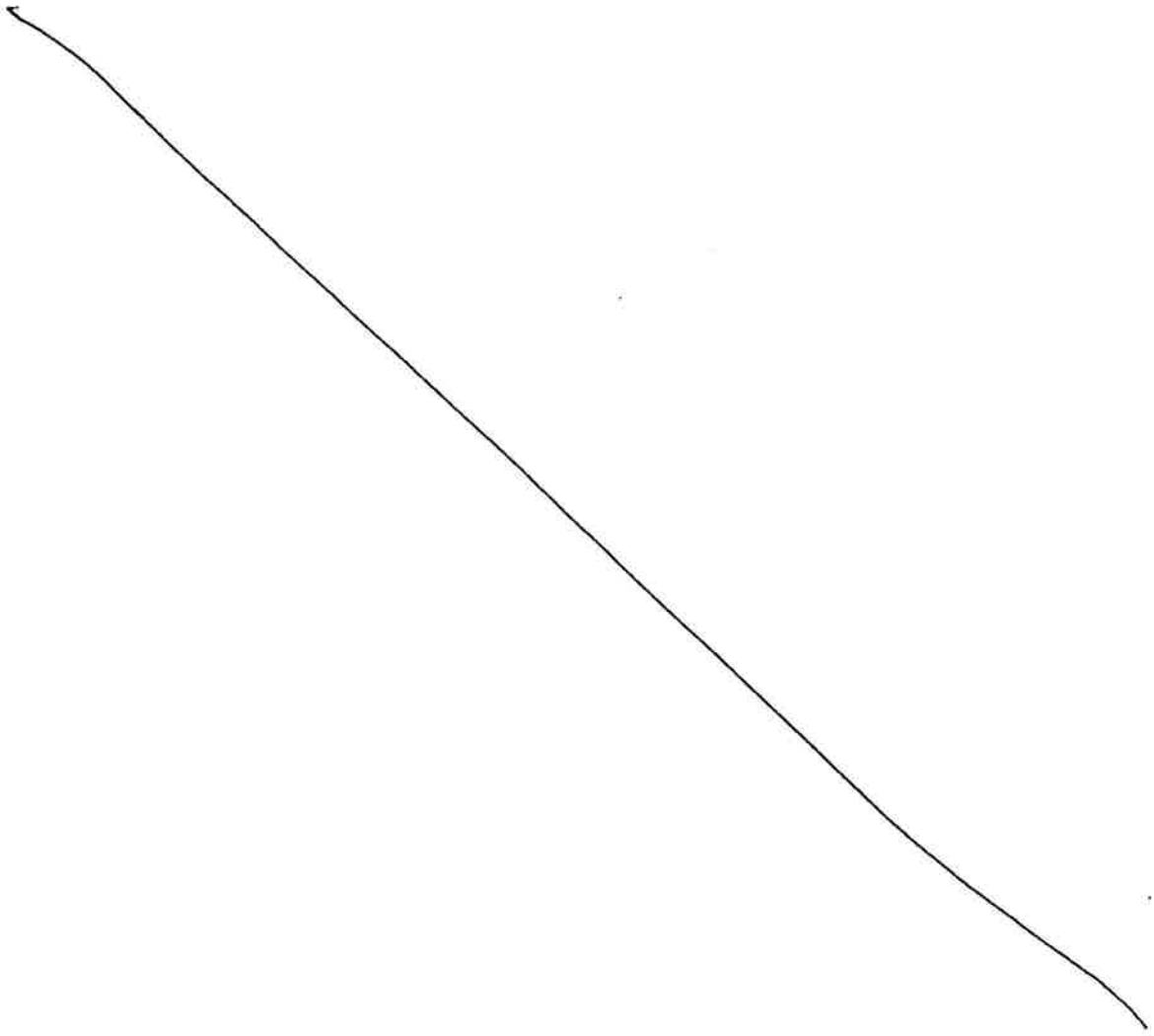
QWH, LLC, Buyer

By: _____
(signature)

Name: Arshad Nazir

Title: Sole Owner

Schedule



Schedule

Real Property

Legal Description of Property & Photos/Blueprints (if available):

Lot 10A Birchcrest + Lot 1B First National Center

Nebraska Secretary of State

QWH LLC

Wed Jul 15 12:09:26 2026

SOS Account Number
2602040195
Status
Active

Principal Office Address
No address on file
Registered Agent and Office Address
ARSHAD NAZIR
3024 AMES AVENUE
OMAHA, NE 68111
Designated Office Address
3024 AMES AVENUE
OMAHA, NE 68111

Nature of Business
Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
Feb 06 2026

Next Report Due Date
Jan 01 2027

Filed Documents

Filed documents for QWH LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Feb 06 2026	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Proof of Publication	May 05 2026	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
$6.50
This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Continue to Order

↑ Back to Top

NP Mart 38

1001 Galvin Road South
Bellevue, Nebraska 68005

New Development Business Plan

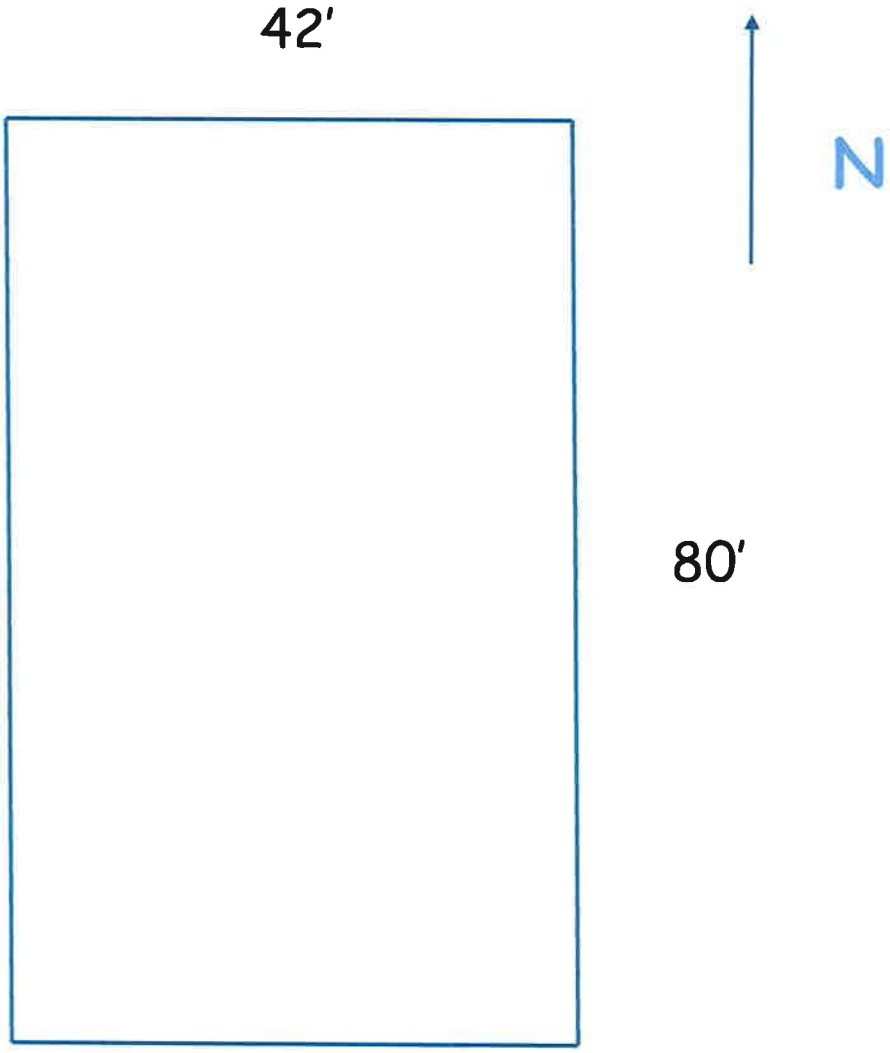
Business Plan

QWH LLC is developing a new NP Mart convenience store and fuel station at 1001 Galvin Road South in Bellevue, Nebraska. The project represents an estimated $3.3 million to $3.5 million investment and will include a newly constructed approximately 3,300 square foot convenience store with a drive thru, 6 fuel pumps with 12 fueling positions, branded food service, and a full convenience retail operation. This redevelopment reflects NP Mart Group's long term commitment to Bellevue and will beautify and enhance the prominent corner of Galvin Road and Harvell Drive with a modern attractive and professionally maintained facility. The project is expected to create approximately 10 to 12 new jobs including 7 to 8 full time positions and 3 to 4 part time positions.

The business will operate as part of NP Mart Group which owns and operates more than 30 convenience store locations throughout Nebraska with active retail liquor licenses and an established history of responsible operations and regulatory compliance.

Alcohol sales will be for off premises consumption only. Most liquor products will be secured behind the cashier in locked security cabinets allowing employees to closely monitor all liquor sales. NP Mart Group utilizes electronic ID scanning technology point of sale age verification high definition surveillance cameras covering the entire store and comprehensive employee training to ensure responsible alcohol sales. Employees are trained to verify identification whenever required by law refuse unlawful sales and comply with all Nebraska Liquor Control Commission regulations.

The anticipated hours of operation will be 24 hours per day 7 days per week. Daily operations will focus on excellent customer service employee supervision inventory management safety security and regulatory compliance to provide a clean safe and professionally operated business for the Bellevue community.


42'
N
80'

11a.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/21/2026	SUBMITTED BY: Ashley Decker, HR Director				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Compensation Ordinance Update

SYNPOSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a reorganization due to retirement and the decision to eliminate a position. Essential job functions of the Safety Inspector are reassigned to the Risk Manager position, saving approximately $73,000 in wages annually.

FISCAL IMPACT: ($73,000)) BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Compensation Ordinance 4221

ATTACHMENTS:

1. Ordinance No. 4221 (redlined)	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 422100

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 4200193; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Job Classification	Range
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

Grade	Range
As established in Contract	By Contract

Section 2.

Appointed Officials	Range (monthly)
City Administrator	By Contract
City Attorney	$ 355 - 440
City Clerk	$ 6,743 – 9,717
Treasurer	$ 355 – 440

Section 2a.

Unclassified Employees	Range (monthly)
Ambulance Billing Account Manager	$ 5,670 – 7,660
Assistant City Attorney	$ 8,693 – 11,638
Assistant Finance Director	$ 7,750 – 11,282
Legal Services Director	$ 10,351 – 14,709
Dir of Community & Ec. Development	$ 9,767 – 13,894
Communications Director	$ 6,897 – 9,634
Acctg, Reporting & Compliance Manager	$ 7,200 – 10,071
Deputy Director Parks & Rec	$ 6,727 – 9,636
Finance Director	$ 9,599 – 13,530
Fire Chief	$ 10,227 – 14,217
Human Resources Generalist	$ 4,727 – 7,233
Human Resources Director	$ 8,462 – 12,641
Manager of Engineering Services	$ 8,629 – 11,712
Legal Affairs & Special Projects Mgr.	$ 6,545 – 9,013

Library Director	$ 8,559 – 11,768
Planning Director	$ 8,642 – 12,579
Police Chief	$ 10,790 – 14,884
Public Works Director	$ 9,961 – 13,948
Public Works Engineer II	$ 6,956 – 9,802
Risk Manager	$ 7,549 – 10,176 ~~6,621 – 8,927~~

Section 2b.

Unclassified	Range (hourly)
CATV Specialist	$ 26.29 – 36.17
Executive Secretary	$ 30.53 – 43.91
Emergency Medical Services Supervisor	$ 49.48 – 65.11
Human Resources Assistant	$ 25.19 – 34.13
Paralegal	$ 28.67 – 39.03
Payroll Specialist	$ 26.64 – 36.76
Office of Professional Standards Coord.	$ 29.78 – 38.00

Section 3. Bellevue Police Officers Association

Job Classification	Range (hourly)
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

Job Classification	Range (hourly)
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

Unclassified	Range (monthly)
Assistant Fire Chief	$ 9,778 – 12,743

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

Job Classification	Range
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

Position	Hourly Range
Swimming Supervisor	$ 15.00-$19.25
Youth Baseball Supervisor	$ 15.00-$19.25
Recreation Activities Supervisor	$ 15.00-$19.25
Track Supervisor	$ 15.00-$19.25
Tennis Supervisor	$ 15.00-$19.25
Swimming Pool Managers	$ 17.62-$22.18
Head Lifeguards	$ 15.53-$19.80
Lifeguards	$ 15.00- $18.40
Concession Workers	$ 15.00- $15.50
Youth Baseball/Softball Umpires	$ 15.00- $16.50
Track Club Coaches	$ 15.00- $16.50
Parks Workers	$ 15.00- $19.75

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

A	**B**	**C**	**D**	**E**	**F**
$18.04	$18.67	$19.32	$20.00	$20.70	$21.42

Unclassified Part-Time Positions	Range (hourly)
Part-Time Administrative Intern Position:	$15.00 to $16.50
Ambulance Billing Clerk	$22.02 to 30.21
Library Shelver	$15.00 to 19.00
Library Clerk	$15.00 to 19.00
Tour Guide	$15.00 to 17.00

Section 8. That Ordinance 4200~~193~~ is hereby repealed.

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

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2026.

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

11b.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 21, 2026			SUBMITTED BY: Councilman Thomas Burns		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✓	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Ordinance Amending Bellevue Municipal Code Sections 2-29 and 2-107 Relating to Agenda Submission and Administrative Review

SYNOPSIS/BACKGROUND:

The proposed amendments clarify the agenda submission process and the respective legislative and administrative responsibilities of the City Council and City administration. The revisions are intended to ensure a clear and consistent procedure by which City Council members may submit legislative proposals for consideration by the governing body, while preserving the administrative review process for legal, fiscal, and operational analysis and recommendations prior to Council action.

FISCAL IMPACT:: No Fiscal Impact BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of Ordinance No. ~~4221~~ 4222 amending Sections 2-29 and 2-107 of the Bellevue Municipal Code.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Aimee Bertrand

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

From: Diane Bruce
Subject: Fw: [EXT] please review
Date: Monday, August 3, 2026 5:59:57 PM
Attachments: image.png

Dear Mayor Rusty Hike and Members of the Bellevue City Council,

I am writing today as both a **Ward 1 resident** and President of the Bellevue Chamber of Commerce.

I appreciate the time and discussion that has gone into Ordinance No. 4222. However, after listening to the recent Council meeting, I am concerned about the long-term implications of these changes.

During the discussion, it was suggested that if a council member were to abuse the authority granted by this ordinance, the voters could simply remove that individual at the next election. While I understand that perspective, I respectfully disagree.

My concern is not whether someone could eventually be voted out. My concern is the taxpayer dollars and staff time that could be wasted before that ever happens. Every hour city staff spend researching one request is an hour they cannot spend advancing projects the Council has already identified as priorities. Those hours, and those taxpayer dollars, cannot be recovered.

The current process exists for a reason. The City Administrator serves as an important management checkpoint, helping ensure staff resources are used wisely and taxpayer dollars are spent responsibly. His role is not to prevent council members from obtaining information, but to help determine whether a request is already addressed by state statute, conflicts with existing policy, falls outside the Council's authority, or is not included in the City's current budget. Many of those conversations can occur before staff spends hours researching an issue that ultimately cannot or should not move forward.

One of my concerns with removing this checkpoint is that it could eventually create additional administrative work and increased costs. If council requests become more frequent or more time-intensive, the City could ultimately find itself needing additional staff simply to research, track, and respond to requests from individual council members. I do not believe that is the best use of taxpayer dollars. The goal should be to allow our existing staff to remain focused on delivering services and carrying out the priorities already established by the Council.

Bellevue has experienced periods when City Council relationships were more contentious than they are today. Ordinances should be written to withstand those situations and not that the conversations will just happen "naturally" and assume it all goes smoothly.

Rather than just express concern, I would like to offer a few possible safeguards for your consideration:

• Distinguish between routine requests and those requiring significant staff time.

• If a request is expected to exceed a predetermined threshold (for example, four or eight staff hours), provide the Council with an estimate before work begins so members can determine whether the request justifies the use of public resources.

• Establish a reasonable limit on major staff research requests initiated by an individual council member. Requests beyond that limit could require approval from the full Council.

• If a proposal is not included in the City's adopted budget or strategic plan, ask the Council to determine whether it wishes to pursue the idea before staff invests significant time researching or developing it.

I would also encourage the Council to establish an expectation that new initiatives receive reasonable preliminary review before significant staff time is committed. Council meetings should be used to evaluate informed proposals and make policy decisions, not to spend hours developing ideas from the ground up.

I fully support council members bringing forward new ideas on behalf of their constituents. That is an important part of their role. However, before asking staff to devote substantial time to researching or developing a proposal, I believe a council member should be prepared to explain its purpose, how it benefits the community, whether it aligns with the City's strategic plan or adopted budget, and, if it does not, how they envision funding or prioritizing it.

Transparency is essential, and constituents deserve to know their ideas are being heard. **However, there are more productive ways to accomplish that than using valuable Council meeting time or directing staff to research proposals that have little likelihood of moving forward.** This will also lead to greater respect for both staff time and taxpayer dollars.

Every request to start with one simple question: **Is this a priority of the Council?** If the answer is no, or if the proposal falls outside the current budget or strategic plan, then I believe the Council should first decide whether it wishes to pursue the idea before asking staff to invest valuable time researching it. Great ideas do not disappear simply because they are not part of the current budget; they can always be considered during future budget or strategic planning discussions.

I encourage you to evaluate this ordinance by asking not only whether the current Council would abuse these provisions, but whether a future Council could. If that possibility exists, I

hope you will consider adding safeguards that protect city staff, taxpayer resources, and the efficient operation of Bellevue's local government.

Thank you for your time, your service to Bellevue, and your willingness to consider another perspective.

Diane

Like our Facebook page for updates on what is happening at the Chamber
https://www.facebook.com/BellevueChamberofCommerceNE

Diane Bruce
President/CEO
Phone: 402-898-3000

1036 Bruin Blvd. #119
Bellevue, NE 68005
www.bellevuenebraska.com

ORDINANCE NO. 4222

AN ORDINANCE TO AMEND SECTIONS 2-29 AND 2-107 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO AGENDA FORMULATION, SUBMISSION OF MATERIALS, AND REVIEW BY ADMINISTRATIVE STAFF OF ORDINANCES, RESOLUTIONS, AND CONRACT DOCUMENTS; TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Section 2-29 of the Bellevue Municipal Code is hereby amended to read as follows:

§2-29 AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC.

All new ordinances or new resolutions affecting policy that are to be placed on a City Council agenda must be submitted, in their proposed form, to the City Clerk by noon on the Monday that is three weeks prior to the City Council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a City Council agenda must be submitted, in their proposed form, to the City Clerk by noon on the Monday that is two weeks prior to the City Council meeting at which the item will be discussed. The above timeline may be expedited with approval of the City Administrator. Upon receipt of a proposed agenda item, the City Clerk shall submit it to the City Administrator to allow adequate time for staff to research the item and provide a cost analysis and written recommendation. The agenda and all supporting documentation referenced herein shall be delivered to the City Council members on the Wednesday preceding the regularly scheduled Tuesday City Council meeting to which it pertains and shall be made available to the public no later than 4:00 p.m. on the same Wednesday. The agenda may be altered after being made available to the public and City Council members as provided for in Neb. Rev. Stat. § 84-1411 (as may be amended) and any altered agenda shall be provided to the City Council members and made available to the public.

Section 2. Section 2-107 of the Bellevue Municipal Code is hereby amended to read as follows:

§2-107 ORDINANCES, RESOLUTIONS AND CONTRACTS; REVIEW BY ADMINISTRATIVE STAFF PREREQUISITE TO SUBMISSION TO COUNCIL.

All ordinances, resolutions and contract documents shall, before presentation to the City Council, have been reviewed as to form and legality by the City Attorney and shall have been examined

and reviewed for administration by the City Administrator or his or her authorized representatives.

Section 3. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of this Ordinance by the City Council.

ADOPTED by the Mayor and City Council this ___ day of ____, 2026.

_____
Mayor Rusty Hike

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

ORDINANCE NO. 4222

AN ORDINANCE TO AMEND SECTIONS 2-29 AND 2-107 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO AGENDA FORMULATION, SUBMISSION OF MATERIALS, AND REVIEW BY ADMINISTRATIVE STAFF OF ORDINANCES, RESOLUTIONS, AND CONRACT DOCUMENTS; TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Section 2-29 of the Bellevue Municipal Code is hereby amended to read as follows:

§2-29 AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC.

All new ordinances or new resolutions affecting policy that are to be placed on a ~~c~~City ~~c~~Council agenda must be submitted, in their proposed form, to the ~~c~~City Clerk ~~administrator~~ by noon on the Monday that is three weeks prior to the C~~c~~ity ~~c~~Council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a City C~~c~~ouncil agenda must be submitted, in their proposed form, to the ~~c~~City Clerk ~~administrator~~ by noon on the Monday that is two weeks prior to the City C~~c~~ouncil meeting at which the item will be discussed. The above timeline may be expedited with approval of the ~~c~~City A~~a~~dministrator. Upon receipt of a proposed agenda item, T~~t~~he C~~c~~ity ~~c~~Clerk shall submit it to the City Administrator to allow adequate time for staff to research the item and provide a cost analysis and written recommendation~~prepare the agenda of all such matters under the direction of the city administrator~~. The agenda and all supporting documentation referenced herein shall be delivered to the City ~~c~~Council members on the Wednesday preceding the regularly scheduled Tuesday City C~~c~~ouncil meeting to which it pertains and shall be made available to the public no later than 4:00 p.m. on the same Wednesday. The agenda may be altered after being made available to the public and C~~c~~ity ~~c~~Council members as provided for in Neb. Re~~v~~s. Stat. § 84-1411 (as may be amended) and any altered agenda shall be provided to the City C~~c~~ouncil members and made available to the public.

Section 2. Section 2-107 of the Bellevue Municipal Code is hereby amended to read as follows:

§2-107 ORDINANCES, RESOLUTIONS AND CONTRACTS; APPROVAL REVIEW BY ADMINISTRATIVE STAFF PREREQUISITE TO SUBMISSION TO COUNCIL.

All ordinances, resolutions and contract documents shall, before presentation to the City ~~c~~Council, have been ~~approved~~ reviewed as to form and legality by the ~~c~~City a~~A~~ttorney and shall

have been examined and ~~approved~~ r for administration by the ~~e~~City ~~a~~Administrator or his or her authorized representatives.

Section 3. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of this ~~o~~Ordinance by the C~~c~~ity ~~e~~Council.

ADOPTED by the Mayor and City Council this ___ day of ____, 2026.

_____
Mayor Rusty Hike

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

12a.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/4/2026			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:	CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

ORDINANCE NO. ~~4123~~ 4223
Amend Article I Sections 21 - 23 regarding closing time and to provide an effective date.

SYNOPSIS/BACKGROUND:

Unless otherwise provided and posted, all City parks, City park facilities, and playground areas shall be opened daily to the public during the hours of 6:00 a.m. to 10:00 p.m. Exceptions to such closing time may be granted to supervised or organized activities sponsored or permitted by the Parks & Recreation Director.

FISCAL IMPACT:: N/A BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: N/A CIP PROJECT NUMBER: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: N/A ACCOUNT NUMBER: N/A

RECOMMENDATION:

Approve and authorize the Mayor to sign Ordinance No. ~~4123~~ 4223 to amend unless otherwise provided and posted, all City parks, City park facilities, and playground areas shall be opened daily to the public during the hours of 6:00 a.m. to 10:00 p.m.

ATTACHMENTS:

1.	Ordinance No. (redline)	2.	Ordinance No. ~~4123~~ 4223 (clean)	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO. 4123

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE I SECTIONS 21-23 REGARDING CLOSING TIME 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 I, Sections 21-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 21-23 CLOSING TIME.

Unless otherwise provided and posted, all City parks, City park facilities, and playground areas shall be opened daily to the public during the hours of 6:00 a.m. to 11:00 p.m. Exceptions to such closing time may be granted to supervised or organized activities sponsored or permitted by the Parks & Recreation Director.

Unless otherwise provided and posted, all City Cemeteries shall be open every day of the year to the public during the hours of 8:00 a.m. to 10:00 p.m.

Section 2. 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:

_____
City Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE I SECTIONS 21-23 REGARDING CLOSING TIME 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 I, Sections 21-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 21-23 CLOSING TIME.

Unless otherwise provided and posted, all City parks, City park facilities, and playground areas ~~in the city and City cemeteries~~ shall be opened daily to the public during the hours of 6:00 a.m. to 11:00 p.m. ~~closed to the public at 10:00 p.m. daily~~. Exceptions to such closing time may be granted to supervised or organized activities sponsored or permitted by the ~~city recreation department or permitted by the park superintendent~~ Parks & Recreation Director.

Unless otherwise provided and posted, all City Cemeteries shall be open every day of the year to the public during the hours of 8:00 a.m. to 10:00 p.m.

Section 2. 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:

_____
City Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

13a.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 18, 2026			SUBMITTED BY: Budget Committee		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Administration's 2026-2027 Budget (Fiscal Year Ending September 30, 2027) Preliminary Draft for Ordinance First Reading.

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of $215.0 million in fiscal year 2026-27 This is an increase of $17.9 million from the 2025-26 budgeted expenditures (due primarily to the increased capital expenditures on the waterpark). This budget provides funding for the City's operations and capital improvements. The General Fund will use bonding and existing cash reserves to fund certain capital expenditures. The Wastewater Fund will use its existing cash to fund new projects. The Waterpark will issue additional bonds to fund continued construction.

2026-2027 Budgeted Resources Available (Revenues and Cash Balances) of $259,983,375 and Expenditures of $215,042,517 leave a cash balance of $44,940,858.

FISCAL IMPACT:: $215,042,517.15 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

First reading of Ordinance No. 4224 to adopt the 2026-2027 fiscal year budget. No action taken at this meeting.

ATTACHMENTS:

1. Ordinance 4224	2. Preliminary Bellevue FYE2027 State Budget Form	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

2026-2027
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM

City of Bellevue

TO THE COUNTY BOARD AND COUNTY CLERK OF
Sarpy County

This budget is for the Period October 1, 2026 through September 30, 2027

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:

33,054,733.09	Property Taxes for Non-Bond Purposes
7,366,543.16	Principal and Interest on Bonds
40,421,276.25	**Total Personal and Real Property Tax Required**

6,764,508,162.00	**Total Certified Valuation (All Counties)**

(Certification of Valuation(s) from County Assessor MUST be attached)

County Clerk's Use ONLY

Projected Outstanding Bonded Indebtedness as of October 1, 2026
(As of the Beginning of the Budget Year)

Principal	124,120,000.00
Interest	47,168,006.33
Total Bonded Indebtedness	171,288,006.33

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2025 through June 30, 2026?

☐ YES ☐ NO

If YES, Please submit Interlocal Agreement Report by September 30th.

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2025 through June 30, 2026?

☐ YES ☐ NO

If YES, Please submit Trade Name Report by September 30th.

APA Contact Information

Auditor of Public Accounts
PO Box 98917
Lincoln, NE 68509

Telephone: (402) 471-2111 **FAX: (402) 471-3301**

Website: auditors.nebraska.gov

Questions - E-Mail: Jeff.Schreier@nebraska.gov

Submission Information

Budget Due by 9-30-2026

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

PRELIMINARY DRAFT

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2024 - 2025 (Column 1)	Actual/Estimated 2025 - 2026 (Column 2)	Adopted Budget 2026 - 2027 (Column 3)
1	Net Cash Balance	35,186,356.53	52,163,344.15	51,940,858.43
2	Investments			
3	County Treasurer's Balance	451,815.13	510,438.04	
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			-
5	**Subtotal of Beginning Balances (Lines 1 thru 4)**	**35,638,171.66**	**52,673,782.19**	**51,940,858.43**
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	36,493,960.81	39,026,845.59	40,017,063.89
7	Federal Receipts	376,119.80	620,707.09	111,136.00
8	State Receipts: Motor Vehicle Pro-Rate	63,290.24	103,002.53	128,500.00
9		-	-	-
10	State Receipts: Highway Allocation and Incentives	7,821,998.86	9,529,283.33	7,799,092.00
11	State Receipts: Motor Vehicle Fee	523,786.65	491,876.06	506,600.00
12	State Receipts: State Aid	-	-	
13	State Receipts: Municipal Equalization Aid	1,821,783.35	1,945,666.33	1,451,645.80
14	State Receipts: Other	17,198.26	8,041.19	15,782.00
15	State Receipts: Property Tax Credit	-	-	
16	Local Receipts: Nameplate Capacity Tax	-	-	-
17	Local Receipts: Motor Vehicle Tax	1,594,025.83	2,520,205.93	3,203,200.00
18	Local Receipts: Local Option Sales Tax	18,875,609.67	20,132,317.98	21,459,400.00
19	Local Receipts: In Lieu of Tax	931,879.40	722,387.47	500,000.00
20	Local Receipts: Other	76,214,704.29	111,822,428.39	131,643,097.46
21	Transfers In of Surplus Fees	-	-	-
22	Transfers In Other Than Surplus Fees	1,207,000.00	1,207,000.00	1,207,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			-
24	**Total Resources Available (Lines 5 thru 23)**	**181,579,528.82**	**240,803,544.08**	**259,983,375.58**
25	**Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)**	**128,905,746.63**	**188,862,685.65**	**215,042,517.15**
26	**Balance Forward/Cash Reserve (Line 24 MINUS Line 25)**	**52,673,782.19**	**51,940,858.43**	**44,940,858.43**
27	Cash Reserve Percentage			39%

PROPERTY TAX RECAP

Tax from Line 6	40,017,063.89
County Treasurer Commission - 1% of Total Taxes Collected	404,212.36
Total Property Tax Requirement	40,421,276.25

PRELIMINARY DRAFT

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:	Expected Levy **	Property Tax Request
General Fund	0.488649	$ 33,054,733.09
Bond Fund	0.108900	$ 7,366,543.16
_____ Fund	0.000000	
_____ Fund	0.000000	
_____ Fund	0.000000	
Total Tax Request	0.597549	$ 40,421,276.25 *

*** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.**

**** County must independently verify levy calculations before County Board approves final levies pursuant to Neb. Rev. Stat. §77-1601. Calculations shown here are intended to assist only - it is not to be used for official levy setting purposes.**

Levy Formula: Property Tax Request / Taxable Valuation * 100

(levies are expressed per $100 of taxable valuation)

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	**Amount**
Total Special Reserve Funds	$ -
Total Cash Reserve	$ 44,940,858.43
Remaining Cash Reserve	$ 44,940,858.43
Remaining Cash Reserve %	39%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From: _____ Transfer To: _____

Amount: _____

Reason:

Transfer From: _____ Transfer To: _____

Amount: _____

Reason:

Transfer From: _____ Transfer To: _____

Amount: _____

Reason:

PRELIMINARY DRAFT

City of Bellevue in Sarpy County

Line No.	2026-2027 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	18,226,158.30	10,850,000.00	167,104.00	9,702,846.29	-	160,000.00	39,106,108.59
3	Public Safety - Police	24,826,378.37	2,102,941.00	423,847.00	-		-	27,353,166.37
3a	Public Safety - Fire	17,055,361.73	-	1,044,584.00	-		-	18,099,945.73
4	Public Safety - Other	-	-	-	-	-	-	-
5	Public Works - Streets	6,992,039.07	28,919,000.00	1,905,000.00	1,306,151.00	-	-	39,122,190.07
6	Public Works - Other	5,747,142.59	11,154,000.00	119,700.00	-		-	17,020,842.59
7	Public Health and Social Services	1,368,499.09	-	-	-	-	-	1,368,499.09
8	Culture and Recreation	8,364,356.71	36,220,000.00	427,300.00	5,423,100.00	-	755,000.00	51,189,756.71
9	Community Development	601,339.00	-	-	-	-	-	601,339.00
10	Miscellaneous	-	-	-	-	-	-	-
11	Business-Type Activities:							
12	Airport	-	-	-	-	-	-	-
13	Nursing Home	-	-		-	-	-	-
14	Hospital	-	-	-	-	-	-	-
15	Electric Utility	-	-	-	-	-	-	-
16	Solid Waste	4,972,700.00		-	-	-	12,000.00	4,984,700.00
17	Transportation	-	-	-	-	-	-	-
18	Wastewater	10,289,621.50	5,320,000.00	-	306,347.50	-	280,000.00	16,195,969.00
19	Water	-	-	-	-	-	-	-
20	Other	-	-	-	-	-	-	-
21	Proprietary Function Funds (Page 6)					-		-
22	**Total Disbursements & Transfers (Lns 2 thru**	98,443,596.36	94,565,941.00	4,087,535.00	16,738,444.79	-	1,207,000.00	215,042,517.15

(A) **Operating Expenses should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.**
(B) **Capital Improvements should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.**
(C) **Other Capital Outlay should include other items to be inventoried (i.e. equipment, vehicles, etc.).**
(D) **Debt Service should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.**
(E) **Other should include Judgments, and Proprietary Function Funds if a separate budget is filed.**
(F) Transfers should include Transfers and Transfers of Surplus Fees

PRELIMINARY DRAFT

City of Bellevue in Sarpy County

Line No.	2025-2026 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	12,301,857.26	2,016,329.04	60,000.00	10,620,335.18	159,423.51	-	25,157,944.99
3	Public Safety - Police	24,320,989.56	563,108.20	464,639.45	-	-	-	25,348,737.21
3a	Public Safety - Fire	15,789,815.16	691,161.74	1,765,293.94	-	-	-	18,246,270.84
4	Public Safety - Other	-	-	-	-	-	-	-
5	Public Works - Streets	6,280,018.10	21,000,965.82	1,467,668.50	1,088,870.61	-	-	29,837,523.03
6	Public Works - Other	5,007,924.89	15,348,622.32	298,000.00	-	-	-	20,654,547.21
7	Public Health and Social Services	1,254,342.60	-	1,511.79	1,236.25	-	-	1,257,090.64
8	Culture and Recreation	5,505,048.98	33,044,754.54	54,612.60	1,630,915.98	755,000.00	-	40,990,332.10
9	Community Development	665,967.24	-	-	-	-	-	665,967.24
10	Miscellaneous	-	-	-	-	-	-	-
11	Business-Type Activities:							
12	Airport	-	-	-	-	-	-	-
13	Nursing Home	-	-	-	-	-	-	-
14	Hospital	-	-	-	-	-	-	-
15	Electric Utility	-	-	-	-	-	-	-
16	Solid Waste	4,854,464.43	-	-	-	12,000.00	-	4,866,464.43
17	Transportation	-	-	-	-	-	-	-
18	Wastewater	10,120,413.73	11,133,463.15	-	303,867.08	280,064.00	-	21,837,807.96
19	Water	-	-	-	-	-	-	-
20	Other	-	-	-	-	-	-	-
21	Proprietary Function Funds							-
22	**Total Disbursements & Transfers (Ln 2 thru 2**	86,100,841.95	83,798,404.81	4,111,726.28	13,645,225.10	1,206,487.51	-	188,862,685.65

PRELIMINARY DRAFT

(A) **Operating Expenses should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.**

(B) **Capital Improvements should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.**

(C) **Other Capital Outlay should include other items to be inventoried (i.e. equipment, vehicles, etc.).**

(D) **Debt Service should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.**

(E) **Other should include Judgments, and Proprietary Function Funds if a separate budget is filed.**

(F) Transfers should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2024-2025 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	9,162,930.30	607,186.08	52,484.98	11,654,730.39	4,968,528.65	160,000.00	26,605,860.40
3	Public Safety - Police	22,222,638.73	-	818,540.62	-	-	-	23,041,179.35
3a	Public Safety - Fire	15,300,291.68	353,281.60	436,789.00	-	-	-	16,090,362.28
4	Public Safety - Other	-	-	-	-	-	-	-
5	Public Works - Streets	9,127,656.78	2,356,305.52	1,770,128.56	1,056,401.49	-	-	14,310,492.35
6	Public Works - Other	4,959,154.63	7,131,327.04	113,230.49	-	(4,968,504.00)	-	7,235,208.16
7	Public Health and Social Services	1,162,843.54	-	113,949.00	1,212.01	-	-	1,278,004.55
8	Culture and Recreation	4,543,833.86	16,197,291.75	106,031.96	1,854,335.65	(24.65)	755,000.00	23,456,468.57
9	Community Development	647,699.04	4,332.25	-	-	-	-	652,031.29
10	Miscellaneous	-	-	-	-	-	-	-
11	Business-Type Activities:							
12	Airport	-	-	-	-	-	-	-
13	Nursing Home	-	-	-	-	-	-	-
14	Hospital	-	-	-	-	-	-	-
15	Electric Utility	-	-	-	-	-	-	-
16	Solid Waste	4,796,300.25	-	-	-	-	12,000.00	4,808,300.25
17	Transportation	-	-	-	-	-	-	-
18	Wastewater	9,173,710.91	1,666,743.52	-	307,385.00	-	280,000.00	11,427,839.43
19	Water	-	-	-	-	-	-	-
20	Other	-	-	-	-	-	-	-
21	Proprietary Function Funds							-
22	**Total Disbursements & Transfers (Ln 2 thru 2**	81,097,059.72	28,316,467.76	3,411,154.61	14,874,064.54	0.00	1,207,000.00	128,905,746.63

PRELIMINARY DRAFT

(A) **Operating Expenses should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.**

(B) **Capital Improvements should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.**

(C) **Other Capital Outlay should include other items to be inventoried (i.e. equipment, vehicles, etc.).**

(D) **Debt Service should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.**

(E) **Other should include Judgments, and Proprietary Function Funds if a separate budget is filed.**

(F) Transfers should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

2026-2027 SUMMARY OF PROPRIETARY FUNCTION FUNDS

NOTE: COMPLETE THIS PAGE ONLY IF A SEPARATE PROPRIETARY FUNCTION FUND BUDGET IS FILED WITH THE CLERK OF THE MUNICIPALITY.

THIS SPACE FOR USE OF PROPRIETARY FUNCTION FUNDS ONLY

Funds (List)	Beginning Balance	Total Budget of Receipts	Total Budget of Disbursements	Cash Reserve
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL	-	-	-	-
	(Forward to Page 2, Line 4)	(Forward to Page 2, Line 23)	(Forward to Page 3, Line 21)	

NOTE: State Statute Section 13-504 requires a uniform summary of the proposed budget statement including each proprietary function fund included in a separate proprietary budget statement prepared pursuant to the Municipal Proprietary Function Act. Proprietary function shall mean a water supply or distribution utility, a waste-water collection or treatment utility, an electric generation, transmission, or distribution utility, a gas supply, transmission, or distribution utility, an integrated solid waste management collection, disposal, or handling utility, or a hospital or a nursing home owned by a municipality.

PRELIMINARY DRAFT

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME	**Mayor Rusty Hike**
ADDRESS	**1500 Wall Street**
CITY & ZIP CODE	**Bellevue, NE 68005**
TELEPHONE	**(402) 293-3000**
WEBSITE	**bellevue.net**

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Rusty Hike	Jason Tordoff	Jason Tordoff
TITLE /FIRM NAME	Chairperson (Mayor)	Treasurer	Treasurer
TELEPHONE	(402) 293-3000	(402) 682-6144	(402) 682-6144
EMAIL ADDRESS	rusty.hike@bellevue.net	jason.tordoff@bellevue.net	jason.tordoff@bellevue.net

For Questions on this form, who should we contact (please √ one): Contact will be via email if supplied.

- [ ] Board Chairperson
- [X] Clerk / Treasurer / Superintendent / Other
- [ ] Preparer

PRELIMINARY DRAFT

City of Bellevue

2026-2027 PROPERTY TAX REQUEST AUTHORITY COMPUTATION FORM

PRELIMINARY DRAFT

Calculation of Preliminary Property Tax Request Authority

2025-2026 Total Property Tax Request *(from prior year budget - Cover Page submitted to the State Auditor)*	(1)	$ 39,456,562.89	
Less: Prior Year Exceptions Utilized			
Approved Bonds (prior year line 16)	(2)	-	
Emergency Response (prior year line 17)	(3)	-	
Public Safety Services (prior year line 18)	(4)	600,000.00	
County Attorneys (prior year line 19)	(5)	-	
County Public Defenders (prior year line 20)	(6)	-	
Response to Public Safety Threat (prior year line 21)	(7)	-	
Public Safety Interlocal Agreements (prior year line 22)	(8)	-	
Voter Approved Increase (prior year line 23)	(9)	-	
	(10)	-	
TOTAL Prior Year Exceptions Utilized (total line 2 thru 10)	**(11)**	**600,000.00**	
Preliminary Property Tax Request Authority (line 1 - line 11)			(12) **38,856,562.89**

Allowed Increases to Preliminary Property Tax Request Authority

2025 Property Taxes Levied (per Taxes Levied Reports from Department of Revenue) 39,458,438.17 (13)

See instructions below for where to find this amount

Growth Percentage per County Assessor

29,249,982.00 (2026 Growth Value) / 6,468,288,999.00 (2025 Total Valuation) = 0.45% (14a)

178,433.37 Increase due to Growth (14)

(Line 14 equals Line 13 minus line 2 & 3, multiplied by line 14a)

Inflation Percentage 5.26% (15a)

(Line 15 equals Line 13 minus line 2 & 3, multiplied by line 15a)

2,075,513.85 Increase due to Inflation (15)

Allowable Exceptions Utilized (§ 13-3404)

2026-2027 Property Taxes Budgeted For:

Approved Bonds *(Cannot exceed property tax request for principal & interest on bonds on cover page (page 1))*	(16)	-
Response to a declared emergency in the prior year & certified to the Auditor (Must agree to total on Schedule 2)	(17)	-
Public Safety Services, as defined in §13-320 (Must agree to total on Schedule 3)	(18)	-
County Attorneys	(19)	-
County Public Defenders	(20)	-
Support of service relating to an imminent & significant threat to public safety that was not previously provided by the political subdivision & is the subject of an agreement or modification of an existing agreement executed after 8/21/2024	(21)	-
Support of an interlocal agreement relating to public safety	(22)	-
Voter approved increase pursuant to § 13-3405 *(MUST attach sample ballot language and certified election results)*	(23)	-
Prior Year's Unused Property Tax Request Authority used this year *(Cannot exceed amount on Supporting Schedule 1, line 1)*	(24)	-

Total Exceptions Utilized (Total lines 16 thru 24)	(25)	-
2026-2027 Total Property Tax Request Authority (Total lines 12, 14, 15, 25)	(26)	**41,110,510.11**
2026-2027 ACTUAL Property Tax Request (from Cover Page - Page 1)	(27)	40,421,276.25
Unused Property Tax Request Authority Created for Future Years (To Schedule 1, line 3) *(Line 26 - Line 27, MUST be greater than or equal to $0.00)*	(28)	**689,233.86**

City of Bellevue

2026-2027 PROPERTY TAX REQUEST AUTHORITY SUPPORTING SCHEDULES

Schedule 1 - Calculation of Unused Property Tax Request Authority Carryforward

	Line	
Accumulated Unused Restricted Funds Authority from prior years (from prior year Schedule 1, line 4)	(1)	$ 2,314,156.77
Less: Amount used this year (from Computation Form, line 24) (cannot exceed line 1)	(2)	-
Add: Unused Authority created this year (from Computation Form, line 28)	(3)	689,233.86
Total Unused Property Tax Request Authority subject to carryover limit (cannot be less than zero)	(4)	3,003,390.63
Calculation of carryover limit:		
2025-2026 Total Property Tax Request Authority (from prior year computation form, line 26)	(5)	39,911,679.89
Calculated Carryover Maximum (5% of line 5)	(6)	1,995,583.99
Unused Property Tax Request Authority Available for Future Years (lesser of line 4 or line 6 - cannot be less than zero)	**(7)**	**1,995,583.99**

Schedule 2 - DECLARED EMERGENCY EXCEPTION CERTIFICATION

If using a declared emergency response exception on the Property Tax Request Authority Computation Form, line 17, the following must be completed. Additionally, supporting documentation for the emergency declaration must be attached to the budget submission if the emergency was declared by the principal executive of the local government.

Description of Emergency (Column A)	Date of Emergency Declaration (Column B)	Emergency Declared by Who? (Column C)	Amount Used as Exception (Column D)
			$ -
			-
			-
			-
			-
			-
Total Emergency Response Exception (must agree to Computation Form, line 17)			-

Schedule 3 - DESCRIPTION OF PUBLIC SAFETY SERVICES EXCEPTION

If using a public safety services exception on the Property Tax Request Authority Computation Form, line 18, the following must be completed:

Description of Public Safety Services Exception (Column A)	Amount Used as Exception (Column B)
	$ -
	-
	-
	-
	-
	-
	-
	-
	-
	-
Total Public Safety Exception (must agree to Computation Form, line 18)	-

PRELIMINARY DRAFT

Municipality Levy Limit Form

City of Bellevue in Sarpy County

Municipality Levy				
Personal and Real Property Tax Request	(1)		40,421,276.25	
Judgments (Not Paid by Liability Insurance)	(2)	0.00		
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00		
Bonded Indebtedness	(4)	7,366,543.16		
Interest Free Financing (Public Airports)	(5)	0.00		
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00		
Total Levy Exemptions	(7)		7,366,543.16	
Tax Request Subject to Levy Limit	(8)		33,054,733.09	
Valuation	(9)		6,764,508,162	
Municipality Levy Subject to Levy Authority	(10)		0.488649	
Levy Authority Allocated to Others-				
Airport Authority	(11)		0.000000	
Community Redevelopment Authority	(12)		0.000000	
Transit Authority	(13)		0.000000	
Off Street Parking District Valuation	(14)			
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000	
Other	(16)		0.000000	
Total Levy for Compliance Purposes	(17)		0.488649	(A)
Levy Authority				
Municipality Levy Limit	(18)		0.450000	
Municipality property taxes designated for interlocal agreements	(19)	4,262,648.00	0.050000	
Total Municipality Levy Authority	(20)		0.500000	(B)
Voter Approved Levy Override	(21)		0.000000	(C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). If an amount is entered on Line 21, a sample ballot and election results MUST be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted. Please refer to the statutes to ensure all requirements are met.

PRELIMINARY DRAFT

City of Bellevue in Sarpy County

2026-2027 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES ☐ **This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.**

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) 39,456,562.89
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

29,249,982.00 (2026 Growth Value per Assessor) / 6,468,288,999.00 (Prior Year Total Property Valuation per Assessor) = 0.45 % (3)

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 2.45 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) 966,685.79

TOTAL PROPERTY TAX REQUEST (Line 1 + Line 5) (6) **40,423,248.68**
(Without needing to attend Joint Public Hearing, or be included on postcard notification)

ACTUAL PROPERTY TAX REQUEST

2026-2027 ACTUAL Total Property Tax Request (7) 40,421,276.25
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request is within allowable growth percentage. Political subdivision is NOT required to complete postcard notification requirements, or participate in the joint public hearing.

If line (7) is greater than line (6), your political subdivision is required to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is less than line (6), your political subdivision is not required to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

PRELIMINARY DRAFT

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 1 day of September 2026, at 6:00 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2024-2025 Actual Disbursements & Transfers	$ 128,905,746.63
2025-2026 Actual/Estimated Disbursements & Transfers	$ 188,862,685.65
2026-2027 Proposed Budget of Disbursements & Transfers	$ 215,042,517.15
2026-2027 Necessary Cash Reserve	$ 44,940,858.43
2026-2027 Total Resources Available	$ 259,983,375.58
Total 2026-2027 Personal & Real Property Tax Requirement	$ 40,421,276.25
Unused Budget Authority Created For Next Year	$ 1,995,583.99

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	$ 33,054,733.09
Personal and Real Property Tax Required for Bonds	$ 7,366,543.16

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 1 day of September 2026, at 6:00 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2025	2026	Change
Operating Budget	197,094,581.00	215,042,517.15	9%
Property Tax Request	$ 39,456,562.89	$ 40,421,276.25	2%
Valuation	6,468,288,999	6,764,508,162	5%
Tax Rate	0.610000	0.597549	-2%
Tax Rate if Prior Tax Request was at Current Valuation	0.583288		

PRELIMINARY DRAFT

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Bellevue resolves that:

1. The 2026-2027 property tax request be set at:

General Fund:	$ 33,054,733.09
Bond Fund:	$ 7,366,543.16

2. The total assessed value of property differs from last year's total assessed value by 4.58 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.583288 per $100 of assessed value.

4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.597549 per $100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase (or decrease) last year's budget by 9.11 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2026.

Motion by _____, seconded by _____ to adopt Resolution #_____.

Voting yes were:	Voting no were:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated this _____ day of _____, 2026

PRELIMINARY DRAFT

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026

City of Bellevue **Sarpy County**

SUBDIVISION NAME COUNTY

Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)
City of Bellevue, Sarpy County IT	10/1/2025 - 09/30/2028	Interlocal cooperation agreement with Sarpy County for IT services.
City of Bellevue, Papio Missouri Natural Resource	07/01/2024 - 06/30/2029	South Sarpy Watershed - Papio Missouri River Natural Resource District
City of Bellevue, Gretna, La Vista, Omaha, Ralston,	07/01/2024 - 06/30/2029	Papillion Creek Watershed Parnership for implementing common standards for development of cost sharing of the watershed of papillion creek.
City of Bellevue and Easter Sarpy Suburban Fire	07/05/2023 - 07/05/2025	To provide fire and rescue services
City of Bellevue and Papio Missouri NRD	TBD	An agreement for bank stabilization of Quail Creek and to provide rehabilitation to the stream
City of Bellevue, Sarpy County, Nebraska Humane	01/01/2024 - 12/31/2026	Animal control agreement with NHS
Omaha Public Power District	NA	Street lighting & Electricity
Papio-Missouri NRD	Ongoing	Papio Creek watershed Interlocal partnership
Papio-Missouri NRD	Ongoing	South Sarpy watershed interlocal partnership
Douglas County	12/1/2024 - 11/30/2029	Forensic Services
Bellevue, Gretna, Papillion, LaVista, Springfield,	7/1/20219-06/30/2025	Geographic Information System (GIS)
Subtotal value of above interlocal agreements	$ 4,262,648.00	
Subtotal from Page2		
Total amount used for interlocal agreements on Page 10, Line (19)	$ 4,262,648.00	

PRELIMINARY DRAFT

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026

City of Bellevue **Sarpy County**

SUBDIVISION NAME COUNTY

Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Meropolitan Area	1-8-74 to N/A	Regional Council of Government
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington,	Amended & Restated June 2014 continuing for 60 years	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations
Omaha	4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)
Omaha	5-29-12 to N/A	Crime Lab Services
Omaha and Bellevue	7/20/21 Until terminated	Cost Sharing Harrison Street Project
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"
Omaha Public Schools	10-1-16 to 7-31-19 8-1-19 to 6-1-2022 6-1-22 to 6-1-24	School Resource Officers for Bryan Middle & High Schools
Papillion Fire Department	2-3-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Jurisdictional Boundries
Papio- Missouri Natural Resource District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management
Papio-Missouri River Natural Resources District	5-14-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of $20,000 grant from PMRNRD
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-	City of Omaha - Clean Energy Assessment Program
55th Wing, Offutt Air Force Base	1-19-21 to 6-19-26	Fire & emergency services during a pandemic or other State of Emergency

PRELIMINARY DRAFT

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026

City of Bellevue **Sarpy County**

SUBDIVISION NAME COUNTY

Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either	Agreement to charge and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement apprv'd 10-28-13)
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Sites
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columban Fathers Property
State of NE - Dept. of Roads	Annually 1-1-20 to 12-31-20 1-1-21 to 12-31-21 1-	Highway 370 Maintenance Agreement
Sarpy County, Papillion, LaVista, and Bellevue	4-1-19 to 3-31-22 4-1-22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutional functions, and other services
Sarpy County and Cities Wastewater Agency / City of Bellevue	5-18-2021 until terminated	SCCWWA - Operation of Bellevue sewer services located within the Agency's jurisdiction

PRELIMINARY DRAFT

ORDINANCE NO. 4224

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2026, through September 30, 2027. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS ____ day of September, 2026.

APPROVED AS TO FORM:

_____
City Attorney

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

First Reading:	08/18/2026
Second Reading:	09/01/2026
Special Budget Hearing:	09/01/2026
Joint Public Hearing:	N/A
Third Reading:	09/15/2026

14a.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 18, 2026			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to final plat Lots 171 thorough 289, and Outlot B, Liberty, being a replat of part of Lot 1 and part of Lot 2, Daniell's Farm Addition; together with Outlot A, Liberty Replat One, and approval of the Liberty Phase 3 Subdivision Agreement. Applicant: Liberty Land, LLC. General location: Northwest of Quail Drive and Capehart Road.

SYNOPSIS/BACKGROUND:

Dennis Van Mooreleghem, on behalf of Liberty Land, LLC, is requesting a final plat of the Phase 3 Liberty single family residential development. The land will be zoned RS-72-PS upon filing of the final plat. The final plat is in general conformance with the approved preliminary plat. Applicant is also requesting approval of the Liberty Phase 3 Subdivision Agreement .

FISCAL IMPACT: NONE BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS:

1.	Planning Commission Recommendation Sheet	2.	Staff Report	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: S-2605-13

CITY COUNCIL HEARING DATE: August 18, 2026

REQUEST: to final plat Lots 171 through 289, and Outlots C and D, Liberty, being a replat of part of Lot 1 and part of Lot 2, Daniell's Farm Addition; together with Outlot A, Liberty Replat One. Applicant: Liberty Land, LLC. General Location: Northwest of Quail Dr and Capehart Rd.

On June 25, 2026, the City of Bellevue Planning Commission voted five yes, zero no, three absent, and zero abstained:

APPROVAL based upon conformance with the preliminary plat.

VOTE:

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

Planning Commission Hearing was held on: June 25, 2026

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: S-2605-13

FOR HEARING OF:
REPORT #1: June 25, 2026
REPORT #2: August 18, 2026

I. GENERAL INFORMATION

A. APPLICANT:

Liberty Land, LLC
Dennis Van Mooreleghem
7002 South 131st Avenue
Omaha, NE 68138

B. PROPERTY OWNER:

Liberty Land, LLC
7002 South 131st Avenue
Omaha, NE 68138

C. GENERAL LOCATION:

Northwest of Quail Drive and Capehart Road

D. LEGAL DESCRIPTION:

Lots 171 through 289, and Outlot B, Liberty, being a replat of part of Lot 1 and part of Lot 2, Daniell's Farm Addition; together with Outlot A, Liberty Replat One, located in the Northwest ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Final plat Lots 171 through 289, and Outlot B, Liberty

F. EXISTING ZONING AND LAND USE:

RS-72-PS, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a final plat for the intent of enabling single family residential development.

H. SIZE OF SITE:

The site is approximately 34.5 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently being used for agriculture.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RS-72-PS
2. **East:** Single Family Residential, RS-72-PS
3. **South:** St James UMC, AG (across Capehart Rd.)
4. **West:** Single-Family Residential, RS-72-PS and Vacant, AG

C. RELEVANT CASE HISTORY:

1. On January 26, 2012, the Planning Commission recommended approval of a request to rezone Lots 1 through 5, Daniell's Farm Addition, being a platting of Tax Lot 16A, Tax Lot 17A1A, Tax Lot 18A1A, Tax Lot 18A1B1, all located in Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to AG, RS-72, RG-50 and MU for the purpose of future park, residential, and commercial development; and small subdivision plat Lots 1 through 5, Daniell's Farm Addition. The City Council approved the aforementioned request April 9, 2012.

2. On November 19, 2015, the Planning Commission recommended approval of a request to rezone Lots 1 through 292, and Outlots B through D, Liberty, being a replat of Lot 2, and Outlot B, Daniell's Farm Addition; together with part of Tax Lot 19 lying north of new Capehart Road except right-of-way, located in the Southwest ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG and RS-72 to RS-72-PUD for the purpose of single family residential development; and preliminary plat Lots 1 through 292, and Outlots B through D, Liberty. On January 11, 2016, the City Council approved the aforementioned request.

3. On December 15, 2016, the Planning Commission recommended approval of a request to final plat Lots 1 through 93, and Outlot A, Liberty, being a platting of part of Lot 1, part of Lot 2, and part of Outlot B, Daniell's Farm Addition;

and approval of the Subdivision Agreement. On January 9, 2017, the City Council approved the aforementioned request.

4. On October 24, 2019, the Planning Commission recommended approval of a request to final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single-family residential development.

5. On June 25, 2026, the Planning Commission recommended approval of a request to final plat Lots 171 through 289, and Outlot B, Liberty, being a replat of part of Lot 1 and part of Lot 2, Daniell's Farm Additon; together with Outlot A, Liberty Replat One for the purpose of single-family residential development.

D. APPLICABLE REGULATIONS:

1. Chapter 4, Subdivision Regulations, regarding Final Plats.

2. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as single/multifamily residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.

2. Access is proposed from Vandenberg Avenue, as well as extensions of South 44th Street, Daniell Road, Chennault, and Lockbourne Avenue.

D. UTILITIES:

All utilities are available or will be constructed to serve this development.

E. ANALYSIS:

1. Dennis Van Mooreleghem, on behalf of Liberty Land, LLC, has submitted a request to final plat Lots 171 through 289, and Outlot B, Liberty, for the purpose of single-family residential development.

2. RS-72-PS zoning was approved for this development on November 19, 2015, and will take effect upon filing of the final plat.

3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy County Public Works, Sarpy County Planning Director, and Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and also stated that if the requested department did not have comments pertaining to the application, no response was needed.

   Bellevue Public Works Engineer Matt Knight requested technical revisions to the plat. All comments have since been satisfied by the applicant's engineer.

   Sarpy County Public Works Surveyor Mike Sharp had minor technical comments pertaining to the plat. The applicant's engineer has since made the necessary revisions.

   No other comments were received on this case.

4. The final plat is in general conformance with the approved preliminary plat. Minor interior adjustments were made to the lot configuration to accommodate development phasing. This does not change the overall plat or development.

5. The applicant has submitted an amendment to the Subdivision Agreement which has been reviewed by the City Attorney and will be presented with the final plat request.

6. Based on the number of acres and the Subdivision Agreement, this development will require a contribution to the Park Fund in the amount of $29,368. This fee must be paid prior to the filing of the final plat.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2025 GIS aerial photo of the property
3. Final plat received August 6, 2026
4. Liberty Phase 3 Subdivision Agreement received August 6, 2026

VII. COPIES OF REPORT TO:

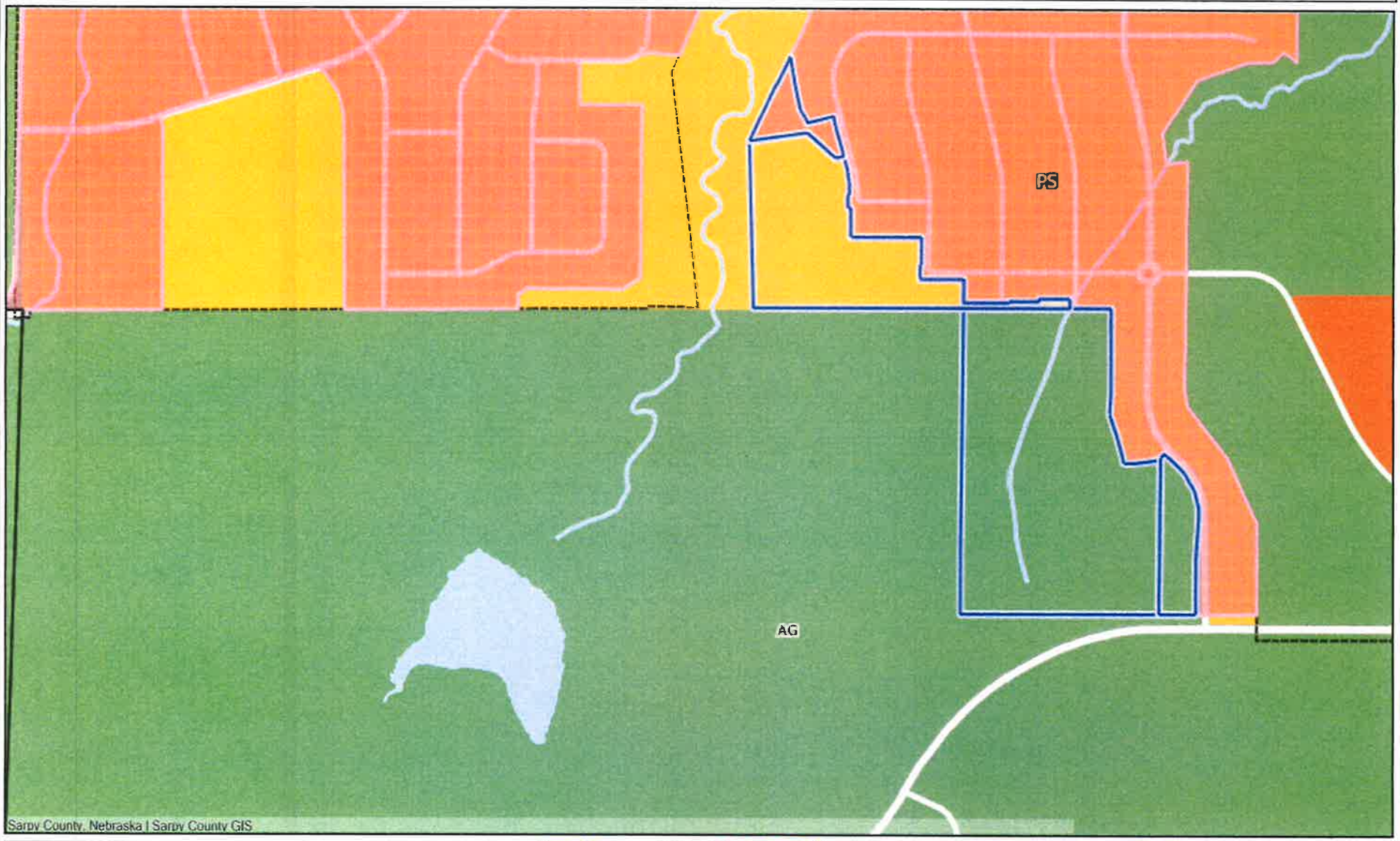
1. Liberty Land, LLC
2. TD2 (Andrew Koster)
3. Crocker Huck Law Firm (Martin Pelster)

Angela Curry
Assistant Planning Manager

Jamie L Palm 08/12/26
Planning Director Date of Report

SARPY COUNTY
NEBRASKA

Zoning Map



0 500 1000
ft

Map Scale 1: 8932

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



Notes

SARPY COUNTY
NEBRASKA

Aerial Map



0 500 1000 ft

Map Scale 1: 8932

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

LIBERTY

LOTS 171 THROUGH 289, INCLUSIVE, AND OUTLOT B, INCLUSIVE

PREPARED AS A REPLATTING OF PART OF LOT 1, ALL OF PART OF LOT 2, DANIELL STORE ADDITION, TOGETHER WITH ALL OF LOTS 1, LIBERTY, REPLAT ONE, BOTH SUBDIVISIONS LOCATED IN SECTION 5, T13N, R13E OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, LIBERTY LAND, LLC., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS, AND WE, ACCESS BANK, BEING THE MORTGAGE HOLDERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS, AVENUES, LOTS AND AN OUTLOT TO BE NAMED AND NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LIBERTY, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY GRANT A PERPETUAL EASEMENTS SHALL BE GRANTED TO OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS A TWE (5) FOOT WIDE STRIP OF LAND ADJOINING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVEDESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR SUCH OTHER UTILITIES SUCCESSORS AND ASSIGNS TO LINES, INSTALL, OPERATE, MAINTAIN, REPAIR, AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER, AND ADJACENT TO THE (2) FOOT WIDE STRIP OF LAND ABUTTING ALL OUTER SAC STREETS INC PERMANENT BUILDINGS OR HEARING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

LIBERTY LAND, LLC.,
A NEBRASKA LIMITED LIABILITY COMPANY

BY: _____
DENNY VAN MOORLEGHEM, MANAGER

ACCESS BANK

BY: _____
MACK LA ROCA, COMMERCIAL REAL ESTATE OFFICER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026 BY DENNY VAN MOORLEGHEM, MANAGER OF LIBERTY LAND, LLC., A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

THE FOREGOING MORTGAGE HOLDERS CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026 BY MACK LA ROCA, COMMERCIAL REAL ESTATE OFFICER OF ACCESS BANK ON BEHALF OF SAID BANK.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS IN EFFECT AS OF THE DATE SHOWN HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS LIBERTY, LOTS 171 THROUGH 289, INCLUSIVE, AND OUTLOT B, INCLUSIVE, BEING A REPLATTING OF PART OF LOT 1 AND PART OF LOT 2, DANIELL'S FARM ADDITION TOGETHER WITH OUTLOT A, LIBERTY REPLAT ONE, BOTH SUBDIVISIONS LOCATED IN SECTION 5, T13N, R13E OF THE 6TH P.M. IN SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 38, LIBERTY, A SUBDIVISION IN SAID SARPY COUNTY, THENCE S03°33'48"E (ASSUMED BEARING) 442.81 FEET ON THE WEST LINES OF LOTS 38 THROUGH 63, LIBERTY, A SUBDIVISION IN SAID SARPY COUNTY TO THE SW CORNER OF SAID LOT 63, THENCE S18°31'40"E 214.32 FEET ON THE WEST LINES OF LOTS 64 THROUGH 66, LIBERTY, LIBERTY, A SUBDIVISION IN SAID SARPY COUNTY TO THE SW CORNER OF SAID LOT 66, THENCE ON THE SOUTH LINE OF SAID LOT 66 FOR THE FOLLOWING 3 (THREE) DESCRIBED COURSES, THENCE N88°25'33"E 44.48 FEET, THENCE N82°14'49"E 89.34 FEET, THENCE N64°33'45"E 87.70 FEET TO THE SE CORNER OF SAID LOT 66 AND THE WEST RIGHT OF WAY LINE OF QUAIL DRIVE, THENCE ON THE WEST RIGHT OF WAY LINE OF SAID QUAIL DRIVE FOR THE FOLLOWING 2 (TWO) DESCRIBED COURSES, THENCE SOUTHEASTERLY ON A 380.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING S47°33'53"E, CHORD DISTANCE OF 28.11 FEET AND ARC DISTANCE OF 28.11 FEET, THENCE S49°40'36"E 30.57 FEET, THENCE SOUTHEASTERLY ON A 320.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING S25°52'12"E, CHORD DISTANCE OF 258.34 FEET AND ARC DISTANCE OF 265.93 FEET, THENCE S01°17'04"W 171.13 FEET, THENCE S02°03'48"E 237.16 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPEHART ROAD, THENCE S67°13'34"W 875.76 FEET ON THE NORTH RIGHT OF WAY LINE OF SAID CAPEHART ROAD, THENCE N02°03'48"W 1,496.00 FEET ON THE WEST LINE OF LOT 1, SAID DANIELL'S FARM ADDITION, TO THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 5, THENCE S87°16'23"W 881.66 FEET ON THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 5 TO THE SE CORNER OF OUT LOT A, SAID DANIELL'S FARM ADDITION, THENCE N02°34'38"W 711.81 FEET ON THE EAST LINE OF OUT LOT A, SAID DANIELL'S FARM ADDITION TO THE SW CORNER OF OUT LOT A, LIBERTY REPLAT ONE, A SUBDIVISION IN SAID SARPY COUNTY, THENCE N22°23'27"E 287.14 FEET ON THE WEST LINE OF OUT LOT A, SAID LIBERTY REPLAT ONE TO THE MOST NORTHERLY CORNER THEREOF, THENCE ON THE WEST LINE OF LOTS 1WA AND 1SC, SAID LIBERTY AND LOT 1, SAID LIBERTY REPLAT ONE FOR THE FOLLOWING 3 (THREE) DESCRIBED COURSES, THENCE S17°30'26"E 283.33 FEET, THENCE S06°15'34"E 29.25 FEET, THENCE S22°27'30"E 63.20 FEET TO THE SW CORNER OF LOT 1, SAID LIBERTY REPLAT ONE, THENCE N72°14'49"E 119.86 FEET ON THE SOUTH LINE OF LOT 1, SAID LIBERTY REPLAT ONE TO THE WEST RIGHT OF WAY LINE OF SOUTH 45TH STREET, THENCE ON THE WEST RIGHT OF WAY LINE OF SAID SOUTH 45TH STREET FOR THE FOLLOWING 4 (FOUR) DESCRIBED COURSES, THENCE S16°40'41"E 243.86 FEET, THENCE SOUTHEASTERLY ON A 325.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING S08°41'08"E, CHORD DISTANCE OF 79.17 FEET AND ARC DISTANCE OF 79.32 FEET, THENCE S02°41'33"E 111.78 FEET, THENCE S42°18'23"W 12.02 FEET TO THE NORTH RIGHT OF WAY LINE OF LUCKSBOURNE AVENUE, THENCE S02°41'33"E 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID LUCKSBOURNE AVENUE, THENCE N87°18'23"E 10.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF SAID LUCKSBOURNE AVENUE TO THE NW CORNER OF LOT 170, SAID LIBERTY, THENCE S02°41'33"E 125.00 FEET ON THE WEST LINE OF LOT 170, SAID LIBERTY TO THE SW CORNER THEREOF, THENCE N87°18'23"E 298.00 FEET ON THE SOUTH LINES OF LOTS 167 THROUGH 170, SAID LIBERTY TO THE WEST RIGHT OF WAY LINE OF SOUTH 45TH AVENUE, THENCE S02°41'33"E 119.50 FEET ON THE WEST RIGHT OF WAY LINE OF SAID 45TH AVENUE, THENCE S42°18'23"W 12.02 FEET ON THE WEST RIGHT OF WAY LINE OF SAID 45TH AVENUE TO THE NORTH RIGHT OF WAY LINE OF CHERNAULT STREET, THENCE S02°41'33"E 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID CHERNAULT STREET, THENCE N87°18'23"E 183.94 FEET ON THE SOUTH RIGHT OF WAY LINE OF SAID CHERNAULT STREET TO THE NW CORNER OF LOT 186, SAID LIBERTY, THENCE S02°41'37"E 100.00 FEET ON THE WEST LINE OF LOT 186, SAID LIBERTY TO THE SW CORNER THEREOF, THENCE N87°34'42"E 123.08 FEET ON THE SOUTH LINE OF LOT 186, SAID LIBERTY TO THE SE CORNER THEREOF, ALSO BEING THE WEST RIGHT OF WAY LINE OF DANIELL ROAD, THENCE S09°31'08"E 3.24 FEET ON THE WEST RIGHT OF WAY LINE OF SAID DANIELL ROAD, THENCE N87°34'42"E 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID DANIELL ROAD, THENCE N02°03'48"W 10.05 FEET ON THE EAST RIGHT OF WAY LINE OF SAID DANIELL ROAD TO THE SW CORNER OF LOT 169, SAID LIBERTY, THENCE N87°34'42"E 124.22 FEET ON THE SOUTH LINE OF LOT 169, SAID LIBERTY TO THE SE CORNER THEREOF, THENCE N02°03'48"W 10.00 FEET TO THE SW CORNER OF LOT 168 SAID LIBERTY, THENCE N87°34'42"E 175.00 FEET ON THE SOUTH LINE OF LOT 168 SAID LIBERTY TO THE SE CORNER THEREOF, ALSO BEING THE WEST RIGHT OF WAY LINE OF SOUTH 45TH STREET, THENCE S02°03'48"E 40.00 FEET ON THE WEST RIGHT OF WAY LINE OF SAID SOUTH 45TH STREET, THENCE N87°34'42"E 175.00 FEET ON THE SOUTH LINES OF LOTS 167 AND 68 PROJECTED TO THE WEST SAID LIBERTY TO THE POINT OF BEGINNING

CONTAINING 34.552 ACRES MORE OR LESS

NEBRASKA PROFESSIONAL LS 683 JOHN L. CARROLL SURVEYOR

APRIL 28, 2026
JOHN L. CARROLL
NEBRASKA PLS #683

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF LIBERTY WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS ____ DAY OF _____ 2026

APPROVAL OF THE FINAL PLAT SHALL BECOME NULL AND VOID NINETY (90) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL IF THE SUBDIVIDER DOES NOT FILE THE FINAL PLAT WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 9-10 OF THIS ORDINANCE IT SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER TO FURNISH THE PLANNING DEPARTMENT DOCUMENTATION OF COMPLIANCE WITHIN THE NINETY (90) DAY PERIOD A EIGHTY (30) DAY EXTENSION MAY BE GRANTED BY THE CITY COUNCIL UPON WRITTEN REQUEST OF THE SUBDIVIDER AND SUBMITTAL OF THE REQUIRED FEE

SUSAN KLUTHE, CITY CLERK _____ RUSTY HIKE, MAYOR _____

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF LIBERTY WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS ____ DAY OF _____ 2026

CHAIRMAN _____

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS ____ DAY OF _____ 2026

SARPY COUNTY TREASURER _____ TREASURER'S SEAL

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LIBERTY WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS ____ DAY OF _____ 2026

SARPY COUNTY SURVEYOR/ENGINEER _____

NOTES

1. DIMENSIONS AND ANGLES IN PARENTHESIS PERTAIN TO EASEMENTS
2. CHAMFER ANGLES ARE 135°00'00" UNLESS NOTED
3. ANGLES ARE 90°00'00" UNLESS NOTED
4. THERE WILL BE NO DIRECT VEHICULAR ACCESS ONTO CAPEHART ROAD FROM THE SOUTH LINE OF LOTS 277 THROUGH 289

LEGEND

- ● PROPERTY CORNER FOUND (5/8" REBAR W/CAP #308 UNLESS NOTED)
- ◆ SECTION CORNER FOUND
- ○ PROPERTY CORNER SET (5/8" REBAR W/CAP #683)
- R RECORD DISTANCE
- M MEASURED DISTANCE
- M/R NON-RADIAL
- OTP OPEN TOP PIPE

SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT

SIGNAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT

SANITARY SEWER EASEMENT GRANTED TO SANITARY IMPROVEMENT DISTRICT (SID) NO. 310 RECORDED MAY 24, 2021 AS INSTRUMENT NO. 2021-20089 OF THE RECORDS OF SARPY COUNTY, NEBRASKA

SANITARY SEWER EASEMENT DETAIL
SCALE: 1" = 60'

SEWER AND DRAINAGE EASEMENT DETAIL
SCALE: 1" = 60'

S. 48TH AVENUE CIRCLE DETAIL
SCALE: 1" = 50'

SIGNAGE EASEMENT DETAIL
SCALE: 1" = 20'

NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 5, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA
FOUND 5/8" REBAR
S89°31'00"E 33.00' TO "X" MARK IN FENCE POST
S89°17'23"E 881.66' TO NORTH-SOUTH FENCELINE EXTENSIONS

SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 5, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA
FOUND 3/4" DIP
NORTH 16.01' TO "X" NAILS IN TOP OF FENCE POST
S1°49'16"E TO "X" NAILS IN POWER POLE
SW 61.80' TO "X" NAILS IN POWER POLE
WEST 33.38' TO A STEEL POST

BOUNDARY LINE INFORMATION

LINE #	BEARING	LENGTH
L1	S42°18'23"W	12.02' R&M
L2	S02°41'37"E	50.00' R&M
L3	N87°18'23"E	10.00' R&M
L4	S42°18'23"W	12.02' R&M
L5	S02°41'37"E	50.00' R&M
L6	S02°41'37"E	100.00' R&M
L7	N87°34'42"E	123.08' R&M
L8	S09°31'08"E	3.24' R&M
L9	N87°34'42"E	50.00' R&M
L10	N02°03'48"W	10.05' R&M
L11	N87°34'42"E	124.22' R&M
L12	N02°03'48"W	10.00' R&M
L13	N87°34'42"E	175.00' R&M
L14	S02°03'48"E	40.00' R&M

PARCEL CURVE INFORMATION

CURVE #	DELTA	LENGTH	TANGENT	RADIUS
C1	14°03'32"	273.81'	137.50'	1,116.00'

CENTERLINE CURVE INFORMATION

CURVE #	DELTA	LENGTH	TANGENT	RADIUS
C1	14°22'37"	364.84'	183.43'	1,454.99'
C2	14°08'49"	37.03'	18.61'	150.00'
C3	11°45'25"	102.86'	51.59'	500.00'
C4	11°44'39"	102.82'	51.56'	500.00'
C5	25°13'28"	132.08'	67.13'	300.00'

LOT SQUARE FOOTAGES

LOT #	SQUARE FEET	LOT #	SQUARE FEET	LOT #	SQUARE FEET	LOT #	SQUARE FEET	LOT #	SQUARE FEET
171	9,880	190	9,930	209	8,749	228	8,750	247	9,984
172	9,880	191	9,930	210	8,750	229	8,750	248	9,630
173	9,880	192	9,930	211	8,750	230	8,750	249	9,113
174	9,880	193	9,930	212	8,750	231	8,750	250	11,135
175	9,880	194	9,930	213	8,750	232	8,750	251	12,376
176	9,880	195	9,930	214	8,750	233	8,750	252	9,000
177	9,880	196	9,930	215	8,750	234	8,750	253	8,842
178	9,880	197	9,930	216	8,750	235	8,750	254	8,842
179	9,880	198	9,930	217	8,750	236	8,750	255	8,842
180	9,880	199	9,930	218	8,750	237	8,750	256	8,842
181	9,880	200	9,930	219	8,750	238	8,750	257	8,842
182	9,880	201	9,930	220	8,750	239	8,750	258	8,842
183	9,880	202	9,930	221	8,750	240	8,750	259	8,842
184	9,880	203	11,864	222	8,750	241	8,815	260	8,904
185	10,755	204	9,930	223	8,750	242	9,000	261	14,707
186	8,870	205	9,930	224	8,750	243	9,000	262	13,404
187	8,870	206	9,930	225	8,750	244	9,000	263	11,200
188	8,870	207	9,930	226	8,750	245	9,000	264	10,841
189	8,870	208	9,930	227	11,133	246	9,000	265	10,841
190	10,589	209	9,930	228	8,750	247	9,000	266	10,841
191	8,870	210	9,930	229	8,750	248	9,000	267	10,841
192	8,870	211	9,930	230	11,139	249	9,000	268	11,930
193	8,870	212	9,930	231	8,750	250	9,000	269	12,234
194	8,870	213	9,930	232	8,750	251	9,000	270	11,930
195	11,087	214	9,930	233	8,750	252	9,000	271	10,841
196	12,353	215	9,930	234	8,750	253	9,000	272	10,841
197	11,415	216	9,930	235	8,750	254	9,000	273	10,841
198	12,136	217	9,930	236	8,750	255	9,000	274	10,841
199	11,610	218	9,930	237	8,750	256	9,000	275	10,841
200	14,606	219	9,930	238	8,750	257	9,000	276	10,841
201	11,415	220	9,930	239	8,750	258	9,000	277	10,841
202	12,136	221	9,930	240	8,750	259	9,000	278	10,841
203	11,610	222	9,930	241	8,750	260	9,000	279	10,841
204	14,606	223	9,930	242	8,750	261	10,781	280	10,841

DETAIL A — SCALE: 1" = 50'
DETAIL "B" — SCALE: 1" = 30'
DETAIL "C" — SCALE: 1" = 30'
DETAIL "D" — SCALE: 1" = 30'
DETAIL "E" — SCALE: 1" = 30'
DETAIL "F" — SCALE: 1" = 30'
DETAIL "G" — SCALE: 1" = 30'
DETAIL "H" — SCALE: 1" = 30'
DETAIL "I" — SCALE: 1" = 30'

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 f 402.330.5866
td2co.com
dba TD2 Engineering & Surveying
NE CA-0199

LIBERTY
LOTS 171 THROUGH 289, INCLUSIVE,
AND OUTLOT B, INCLUSIVE

U.S. SURVEY FOOT

No.	Description	MM-DD-YY

Job No. A245-191A
Drawn By BJH
Reviewed By JLC
Date 04/28/2026
Book 26/03
Page 77

Sheet Title
CITY OF BELLEVUE
FINAL PLAT

Sheet Number
EXHIBIT A
SHEET 1 OF 1

14a1.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 18, 2026			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	✓
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Request to final plat Lots 171 thorough 289, and Outlot B, Liberty, being a replat of part of Lot 1 and part of Lot 2, Daniell's Farm Addition; together with Outlot A, Liberty Replat One, and approval of the Liberty Phase 3 Subdivision Agreement, Applicant: Liberty Land, LLC. General location: Northwest of Quail Drive and Capehart Road.

SYNOPSIS/BACKGROUND

Dennis Van Mooreleghem, on behalf of Liberty Land, LLC, is requesting a final plat of the Phase 3 Liberty single family residential development. The land will be zoned RS-72-PS upon filing of the final plat. The final plat is in general conformance with the approved preliminary plat. Applicant is also requesting approval of the Liberty Phase 3 Subdivision Agreement .

FISCAL IMPACT: NONE BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS:

1	Planning Commission Recommendation Sheet	2	Staff Report	3	
4		5		6	

SIGNATURES:

LEGAL APPROVAL AS TO FORM

FINANCE APPROVAL AS TO FORM

ADMINISTRATOR APPROVAL AS TO FORM

*REVISED 1/2024

SUBDIVISION AGREEMENT
(Liberty Phase 3)

THIS SUBDIVISION AGREEMENT ("Agreement") is made this 18th day of August, 2026 ("Effective Date") by and among LIBERTY LAND, LLC., a Nebraska limited liability company ("DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 310 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision ("DISTRICT"), and THE CITY OF BELLEVUE, a municipal corporation of the first class ("CITY").

WITNESSETH:

WHEREAS, DEVELOPER is owner of the real property situated within the Development Area (as defined in Section 1); and

WHEREAS, DISTRICT and DEVELOPER desire to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the Development Area is outside the incorporated limits of the CITY but within the CITY's zoning and platting jurisdiction thereby necessitating CITY's review and approval of the desired improvements; and

WHEREAS, the Development Area is Phase 3 of an existing development known as Liberty Subdivision.

WHEREAS, Phase 1 of Liberty Subdivision is the subject of the Subdivision Agreement dated January 9, 2017, as amended, and Phase 2 of the Liberty Subdivision is the subject of the Subdivision Agreement dated November 5, 2019.

NOW, THEREFORE, in consideration of the premises, the PARTIES agree as follows:

SECTION 1
DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) "Benefited Property" shall mean any parcel or lot within the Development Area which, as of the Effective Date, that may actually be used as a buildable lot.

(b) "Cost" shall mean all construction costs, engineering fees, design fees, attorney's fees, testing expenses, publication costs, financing costs (which shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments) and all other related or miscellaneous costs or expenses directly incurred by DISTRICT in connection with Public Improvements.

(c) "Dedicated Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit B and all other public streets adjacent to the Development Area.

(d) "Development Area" shall mean the real property situated within the area identified or depicted on the Final Plat (Exhibit A).

(e) "General Obligation" shall mean any indebtedness for Public Improvements which is not required by law or this Agreement to be specially assessed against Benefited Property.

(f) "Party" shall mean CITY, DEVELOPER, or DISTRICT, individually, and "Parties" shall mean the CITY, DEVELOPER, and DISTRICT, collectively.

(g) "Plat" shall mean the Final Plat approved by the City Council for the CITY on August 18, 2026, subject to any conditions expressly provided for at such time or in this Agreement.

(h) "Public Improvements" shall mean:

(i) All Dedicated Streets (including that portion of any "T" intersection abutting any buildable lot or parcel and Street Intersections [as defined herein]) identified on Exhibit B.

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Dedicated Street right-of-way.

(iii) All Dedicated Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit C) prepared by Thompson, Dreessen & Dorner, Inc. ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, lift stations and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit D) prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed and installed by Metropolitan Utilities District within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(vii) The "Gas Distribution System" to be constructed and installed by Metropolitan Utilities District within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The "Electrical Power Service" to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way or easements within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

(i) "Sewer System" shall mean, collectively, all sewer systems within the DISTRICT and the Development Area, and shall also include all existing wastewater systems, Wastewater Sewers, existing storm sewer systems, the Storm Sewers and existing sanitary sewer systems located within the DISTRICT or the Development Area.

(j) "Street Improvements" shall mean those Public Improvements described in Sections 1(h)(i), (ii), (iii) and (viii), other than the Street Intersections.

(k) "Street intersections" shall mean the areas shown on the paving plan which is attached hereto as Exhibit "B-1".

(l) "Weeds" shall include, but not be limited to, bindweed (Convulvis arvensis), puncture vine (Tribulus terrestris), leafy spurge (Euphorbia esula), Canada thistle (Cirsium arvense), perennial peppergrass (Lepidium draba), Russian knapweed (Centuarea pieris), Johnson grass (Sorghum halepense), nodding or musk thistle, quack grass (Agropyron repens), perennial sow thistle (Sonchus arvensis), horse nettle (Solanum carolinense), bull thistle (Cirsium lanceolatum), buckthorn (Rhamnus sp.) (tourn), hemp plant (Cannabis sativa), and ragweed (Ambrosiaceae).

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SECTION 2
AUTHORITY AND DOCUMENTATION

(a) The DISTRICT and the DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement. Subject to the remaining terms and conditions of this Agreement, CITY hereby approves construction and installation of the Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) days before commencing any work in connection with the Public Improvements, the DISTRICT and DEVELOPER shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into connection with the Public Improvements, and all plans for the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers. The specifications and technical terms of all such agreements and plans shall be subject to review and approval of CITY. All agreements and plans shall require the timely and orderly engineering, design, procurement, construction, installation and testing of Public Improvements and that all work therefor shall be performed in a good and workmanlike manner, using quality materials, in accordance with industry standards, in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or over the Public Improvements and as otherwise may be reasonably required by the CITY. All such agreements shall require the contractor to procure and maintain throughout the term of any such agreement, policies of insurance as follows: (1) workers' compensation insurance and employer's liability insurance in the statutory amount; (2) commercial general liability insurance covering bodily injury, including death, and property damage coverage; (3) broad form contractual liability coverage for all obligations and liabilities undertaken by the agreement and product and completed operations; (4) comprehensive automobile liability and coverage providing bodily injury and property damage coverage covering all motor vehicles including hired and non-owned autos as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least $1,000,000 per person, and an aggregate limit of at least $5,000,000 per occurrence. The CITY and DISTRICT shall be named additional insureds for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request. No policy of insurance shall be cancelable, except upon thirty (30) days' notice to CITY and DISTRICT. All insurance shall be procured from and maintained by a reputable and financially responsible insurance company authorized to transact business in the State of Nebraska. The CITY shall endeavor to review and approve or require modification to any such agreement within fifteen (15) working days after delivery; provided, however, that unless the CITY notifies the DISTRICT of its objection to any such agreement at least seven (7) working days prior to the date scheduled for commencement of such work, the CITY shall be deemed to have approved such agreement.

(ii) Deliver to the Finance Director of the CITY duly executed copies of any written agreement(s) between the DISTRICT and its fiscal agent for the placement of the

warrants and bonds of the DISTRICT used for the payment of the Costs of the Public Improvements.

(iii) Deliver to the Public Works Director of the CITY duly executed copies of an agreement between the DISTRICT and the City of Bellevue for wastewater treatment for any wastewater or sewage flowing out of the Development Area.

(iv) Deliver to the Public Works Director of the CITY copies of all performance, labor and material payment or other bonds required by law or the Public Works Director.

(b) At least thirty (30) days prior to any meeting of the Board of Trustees for the DISTRICT when the Board will consider the levy of special assessments in connection with Public Improvements, the DISTRICT and DEVELOPER shall deliver to the CITY:

(i) A full and detailed statement of the Cost of each Public Improvement, which statement or statements shall separately identify and itemize:

(1) The amount and date paid to each contractor, together with releases, lien waivers and other documentation necessary to show that all obligations of the DISTRICT in connection with the Public Improvements have been discharged; and

(2) All other direct or indirect Costs of the DISTRICT or any other person which have been or will be expended or otherwise incurred in connection with the Public Improvement including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, and financing costs including, but not limited to, interest on all warrants to date of levy of special assessments.

(ii) A detailed schedule of each proposed special assessment together with the amount of any General Obligation incurred or to be paid by the DISTRICT for the Public Improvement;

(iii) A plat of all real property to be assessed; and

(iv) Information as may be necessary to evidence that the Public Improvement has been completed in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or the Public Improvements and as otherwise has been required by the CITY together with any other information reasonably requested by the CITY.

(c) The DISTRICT shall also provide the Finance Director of the CITY with at least thirty (30) days prior written notice of any meeting whenever the issues of levying special assessments or equalizing or apportioning any debt in connection with the Public Improvements are being considered or discussed by any political or governmental body or agency of competent jurisdiction.

SECTION 3
COST OF PUBLIC IMPROVEMENTS

(a) The Costs of Public Improvements shall be paid for by the DISTRICT but shall be defrayed as required by law. All such Costs, other than General Obligations, shall be privately financed or specially assessed against Benefited Property on an equitable basis.

(i) If not previously paid for, all special assessments for Public Improvements shall be assessed pursuant to applicable provisions of Nebraska Revised Statutes Chapter 31, as amended from time to time, and DISTRICT shall take all necessary actions to see that such assessments are paid in the manner and time required by Chapter 31.

(ii) The DEVELOPER and DISTRICT shall, upon request of the CITY, evidence to the CITY's satisfaction that any lot or parcel to be assessed is a buildable lot. If any lot, parcel or other area within the Development Area is not a buildable lot for any reason whatsoever, (e.g. by reason of sufficient size, dimensions, easements or similar burdens or for any other reason), then such lot or parcel shall not be considered to be Benefited Property and no portion of the Cost of the Public Improvements shall be levied against such lot or parcel.

(b) The following Costs of Public Improvements shall constitute General Obligations to the extent permitted by law:

(i) The Cost of any extra width pavings for any Dedicated Streets exceeding twenty-five feet (25').

(ii) The Cost of Street Intersections.

(iii) The Cost of the original street signs for Dedicated Streets, other than the Cost of any decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(iv) The Cost of the Lighting System, other than the Cost of any decorative, ornamental or other Dedicated Street, Street Intersection or other lighting not conforming to CITY standards which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(v) The Cost of Storm Sewers.

(vi) The difference in Cost between piping eight (8) inches in diameter and the size actually required for piping for the Wastewater Sewers, if greater than eight (8) inches in diameter.

(vii) The Cost of any outfall line of the Wastewater Sewers which is designed to serve a drainage area beyond the Development Area, but only if actually constructed and installed outside of the Development Area.

(viii) Charges paid to connect the DISTRICT's Wastewater Sewer System (but not merely the Wastewater Sewers) to another sanitary and improvement district.

(ix) The Cost of any sewage treatment plant or lift station for the Wastewater Sewers which is designed to serve the DISTRICT.

(x) The Cost of that portion of the Water Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

(xi) The Cost of that portion of the Gas Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

(xii) The Cost of the installation of Electrical Power Service equal to the estimated refundable charge from Omaha Public Power District; provided that the refund to the DISTRICT shall be credited to the Bond Construction Account of the DISTRICT.

(xiii) The cost of construction of permanent detention basin improvements and post construction stormwater management facilities.

(xiv) The cost of sediment removal from permanent detention basin during infrastructure construction.

(xv) The cost of street improvements, if any, lying outside of the DISTRICT's boundaries.

(c) One hundred percent (100%) of the entire cost of all sidewalk construction by the DISTRICT per the paving plan (Exhibit "B") including handicap ramps at the corners of intersections (not shown) may be a general obligation of the DISTRICT. All sidewalks constructed on other lots shall be privately installed and at the cost of the owner of said lots. In the event sidewalks on any of the other lots have not been constructed within six (6) years of the recording of the respective subdivision final plats, the DISTRICT shall construct sidewalks and shall be paid by special assessment against the property benefitted.

(d) Notwithstanding any provisions in Subsection 3(a)(i) related to DEVELOPER's payment obligations in connection with special assessments, to the extent the Water Distribution System or Gas Distribution System is financed in accordance with MUD policies, the payment of special assessments for such Public Improvements shall be undertaken in accordance with such policies.

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SECTION 4
REPRESENTATIONS

(a) DEVELOPER covenants and represents to the CITY as follows:

(i) DEVELOPER is the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.

(ii) DEVELOPER is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is currently authorized to do business in the State of Nebraska.

(iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.

(iv) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.

(v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(vi) DEVELOPER shall take all steps reasonably necessary to cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(vii) DEVELOPER shall take all steps reasonably necessary to cause all Public Improvements to be constructed and installed by the DISTRICT no later than one year after the recording of the respective Final Plats. Upon request by the CITY, DEVELOPER shall provide CITY with progress reports during the development and allow CITY reasonable access to any relevant financial or other records pertaining to the Public Improvements.

(viii) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.

(ix) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used on, under or in the vicinity of the Development Area, except as permitted by this Agreement.

(x) DEVELOPER shall not permit any discharge into the Wastewater/Sewage System to be constructed, installed or used on, under or in the vicinity of the Development Area, in violation of an applicable law, ordinance, statute, rule or regulation.

(xi) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xii) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(xiii) DEVELOPER shall construct the development according to the Phasing Plan (Exhibit F).

(b) DISTRICT covenants and represents as follows:

(i) It is duly organized, is in good standing and is currently authorized to do business in the State of Nebraska; that this Agreement has been duly executed and constitutes its valid and binding obligation, enforceable in accordance with its terms.

(ii) DISTRICT shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement. All Public Improvements shall be constructed and installed by no later than one year after the recording of the respective final Plat

(iii) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DISTRICT in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(iv) It shall abide and be bound by the terms of this Agreement and the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without written approval of the CITY.

(v) The performance of DISTRICT contemplated by this Agreement is within its lawful power and authority and has been duly authorized under, pursuant to and in accordance with its constituent documents and the laws of the State of Nebraska. The DISTRICT shall not incur any General Obligation other than those expressly contemplated by this Agreement for, or in connection with, Public Improvements for any purpose without prior approval from the CITY which may be withheld in the absolute discretion of the CITY.

(vi) It shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used in the Development Area.

(vii) It shall not permit any discharge into the Sewer System in violation of an applicable law, ordinance, statute, rule or regulation.

(viii) To maintain all Public Improvements in a good and functional state of repair.

(ix) DISTRICT shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DISTRICT (whether or not required by this Agreement) or any other person, including DISTRICT, in connection with the construction or operation of the Public Improvements.

(x) Other than DISTRICT's Agreement with its fiscal agent or this Agreement, there are no agreements to which DISTRICT is a party or by which DISTRICT is bound concerning the construction or installation, or the repair, replacement or maintenance of any of the Public Improvements. DISTRICT shall not (1) modify any agreement identified in the preceding sentence, nor (2) otherwise undertake or assume any such obligation, responsibility or liability therefor (other than in connection with those agreements contemplated by Section 2 of this Agreement) without the express prior written approval of the Bellevue City Council, which approval may be withheld in its absolute discretion.

(xi) DISTRICT shall not issue any debt, bonds, warrants or enter into any other form of financing arrangement in furtherance of any Public Improvement or other improvement lying outside the boundaries of the DISTRICT unless such financing is within its lawful power and authority and has been duly authorized under, pursuant to, and in accordance with its constituent documents and the laws of the State of Nebraska; provided, however, that DISTRICT shall cause any opinion obtained, or paid for, by DISTRICT from any bond or other counsel related to the financing of any such Public Improvements or improvements to extend to CITY.

(xii) All sidewalks in the public right-of-way shall be constructed 6.5 feet behind the adjacent curb and 5 feet wide.

(xiii) The maximum driveway slope on any individual lot shall be ten (10) percent on the high side of the driveway, allowing the low side to be a steeper slope as necessary to match the grade of the street.

(xiv) A soil balance area as shown on the attached Grading Plan Exhibit "E" shall be designated for use by DISTRICT and DEVELOPER for use in movement of soil during housing foundation excavation and backfill. Soil may also be stockpiled for removal of sediment basins. On December 31, 2035 or upon completion of all phases of the development, or at another mutually agreed time, the soil balance location shall be graded by the DISTRICT to blend in with the surrounding topography to facilitate a public space. Annually, the city can unilaterally require any stockpiled soil to be leveled by the DISTRICT.

The cost of this grading and stabilization shall be a general obligation expense of the DISTRICT.

(xv) A temporary sediment basin shall be constructed, operated, and maintained by the DISTRICT. This basin shall remain in service throughout the development of the subdivision or until mutual agreement for a removal schedule is determined between the DEVELOPER and CITY. The tentative schedule for removal will be subsequent to the completion of Phase III of Liberty. This is anticipated to be November 1, 2030. After agreement of a removal schedule OR completion of Phase III of Liberty, the DISTRICT shall submit final grading plans for the soil balance area and sediment basin removal. Upon approval by CITY, the DISTRICT shall contract for the work on the approved plan. This work shall be a general obligation expense of the DISTRICT. Pursuant to Section 4(b)(xv) of the Subdivision Agreement for Phase II, DEVELOPER deposited $45,000.00 in an interest bearing bank account of the CITY to be held by City until final regrading of the soil balance area and sediment basin removal has been accomplished. CITY shall have access to the funds to perform the aforementioned work in the event DISTRICT or DEVELOPER cannot. To the extent any funds remain after the CITY has performed the aforementioned work, such funds shall be refunded to DEVELOPER upon City Council approval, which approval shall not be unreasonably withheld or delayed. Upon completion of the sediment basin removal and final regrading and stabilization of the soil balance area by the DISTRICT or DEVELOPER, CITY shall refund the entire balance of the bank account, upon City Council approval (which approval shall not be unreasonably withheld or delayed) to DEVELOPER, less any funds used by the CITY to perform the aforementioned work.

(c) DISTRICT and DEVELOPER acknowledge that the CITY makes no representation or warranty as to the validity or effect of any expenditure, bond or indebtedness contemplated to be incurred by DISTRICT or DEVELOPER in furtherance of this Agreement or otherwise to be incurred or actually incurred by DISTRICT in furtherance of the Public Improvements. The DEVELOPER and DISTRICT do hereby waive and release the CITY from any right, remedy or recourse against it or its elected officials, officers and employees in connection with any provision of this Agreement other than those resulting from CITY's failure to perform its responsibilities set forth in this Agreement.

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SECTION 5
OTHER OBLIGATIONS

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable to or related to construction and installation of the Public Improvements. Such acts shall include seeding the Development Area disturbed by grading operations, construction of temporary terraces on slopes, temporary silting basins, swales and spillways, and other acts which may be necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way.

(b) Following the construction and installation of such Public Improvements, the DISTRICT shall pay for the Cost of (i) maintaining street signs, other than decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" (which shall be the sole obligation of the owner of the real estate and not the DISTRICT) and (ii) for monthly charges paid to Omaha Public Power District for the Lighting System for Dedicated Streets out of the operating fund of the DISTRICT, to the extent permitted by law.

(c) DISTRICT shall pay to the CITY One Hundred Fourteen Thousand Nine Hundred Fifty-Seven Dollars ($114,957) for the Capehart Road Public Improvements which is 11.90% of total costs of construction as outlined in the interlocal cooperation agreement between the CITY and Sanitary and Improvement District No. 243, as reimbursement for any costs incurred by the CITY for review of said interlocal Agreement and all actions undertaken by the CITY in connection with the adoption of this interlocal Agreement and the development contemplated thereby.

(d) DEVELOPER shall comply with all applicable state statutes and CITY ordinances. DEVELOPER shall further adopt such regulations so as to require strict compliance by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area with the following:

(i) All state statutes and CITY ordinances, including Nebraska Revised Statute Section 16-230 and CITY ordinances enacted pursuant thereto.

(ii) That all such persons cut and clear any part of any buildable lot within the Development Area in its possession, charge or control of all weeds, grass and worthless vegetation which has reached a height of twelve (12) inches or more.

(iii) That such weeds, grass and worthless vegetation be cut as close to ground level as possible and be maintained so that at any time the same does not exceed twelve (12") inches or more above the ground, and, if such cutting creates an excessive amount of waste, that the cutting be raked and removed from such premises.

(iv) That if any such person fails to comply with these requirements, DEVELOPER shall cause such weeds, grass and worthless vegetation to be cut and assess the costs thereof upon the owner of the affected real estate.

(v) The name and telephone number of the person designated by the DISTRICT or the DEVELOPER to be contacted in the event that such violation occurs, with such name and telephone number being kept current at all times.

(e) DEVELOPER shall make a contribution to the Park Development Fund in the aggregate amount of Seventy-Five Thousand Six Hundred Eight and No/100 Dollars ($75,608.00), which amount shall be paid according to the schedule below prior to filing of the respective Final Plat for each phase.

Phase 1 Lots 1-93, Residential 29.60 Acres @ $850.00 per acre	$25,160.00 (paid)
Phase 2 Lots 94-170, Residential 24.80 Acres @ $850.00 per acre	$21,080.00 (paid)
Phase 3 Lots 171-289, Residential 34.55 Acres @ $850.00 per acre	$29,368.00

(f) All costs associated with implementation of grading, erosion, and sediment control structures shall be an expense of the DEVELOPER. Once constructed, maintenance of such facilities shall be paid for from the general fund of the DISTRICT. When the sediment or erosion control structures are no longer needed, the costs of removal thereof and the costs to extend storm sewers and construct stabilized storm sewer outlets may be a general obligation expense of the DISTRICT. The sediment basins are to remain in place until vegetated and approval to remove the basins is given by the City Engineer.

(g) Outlot A, Daniell's Farm Addition and Outlots A, B and C, Liberty, as shown on the Plat, shall be conveyed by DEVELOPER to the DISTRICT. Outlot A, Daniell's Farm Addition shall be used as a public park and Outlots A, B and C, Liberty, shall be used for post-construction water quality/storm water management. DISTRICT shall be responsible for maintenance of the park and water quality/storm water detention basins located thereon with expenses for such maintenance being paid from the DISTRICT'S general fund. Upon annexation by the City, the City shall be responsible for such maintenance. DISTRICT shall reimburse DEVELOPER for Outlots A, B and C, Liberty at the rate of $20,000 per acre for such Lots at such time as the DISTRICT's fiscal agent determines that the DISTRICT is financially able to make such reimbursement.

(h) DISTRICT shall be responsible for the permanent and continuous maintenance and upkeep of water quality improvements on Outlot A, Daniell's Farm Addition and Outlots A, B and C Liberty, as shown on the Grading Plan (Exhibit E).

(i) Except for maintenance of Detention/Sediment Basins, the general maintenance, upkeep, weed control, and other issues for Outlot A Daniell's Farm Addition as well as Outlots A, B and C, Liberty, shall be consistent with its current condition prior to purchase.

(j) Sidewalks along both sides of all public streets shall be constructed by the DEVELOPER, the DISTRICT, or the lot owners in accordance with the following schedule:

(i) Sidewalks shall be constructed immediately abutting built-upon lots as soon as conditions permit. A final Certificate of Occupancy shall not be issued until such sidewalks are completed on a built-upon lot.

(ii) All sidewalks along outlots shall be constructed with the installation of adjacent streets unless such outlot is required for a water quality basin, then such sidewalks along such a situated outlot shall be installed upon the later of the water quality basin being completed or installation of the streets.

(iii) In any event, all sidewalks shall be constructed upon both sides of all public streets within six (6) years of the recording of the respective subdivision final plat for each phase.

(k) Outlot A Daniell's Farm Addition - DISTRICT shall construct a trail and appropriate appurtenances on Outlot A, Daniell's Farm Addition and Outlots B and C, Liberty exemplified on Exhibit G. It shall be constructed at the discretion of DISTRICT, provided, however, it shall be constructed not later than December 31, 2028.

(l) Except when otherwise specifically prohibited by law, the DISTRICT agrees to annually levy a minimum ad valorem property tax rate of eighty-eight cents ($0.88) per one hundred dollars ($100.00) of taxable valuation for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt. If the levy of such a minimum ad valorem property tax rate is specifically prohibited by law, then the DISTRICT agrees to levy the maximum ad valorem property tax rate allowed by law for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt.

(m) DEVELOPER shall pay to the CITY Sixty Thousand Eight Hundred Sixty Six Dollars ($60,866.00) concurrent with the CITY's approval of the plans and specifications for the Public Improvements, as reimbursement for any costs incurred by the CITY for review of this Agreement and all actions undertaken by the CITY in connection with the adoption of this Agreement and the development contemplated thereby. This amount shall be paid according to the schedule below:

Phase 1	
Lots 1-93, Residential	$27,754 (paid)
Phase 2	

Lots 94-170, Residential	$19,435 (paid)
Phase 3 Lots 171-289, Residential	$13,677

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SECTION 6
USE OF SEWER SYSTEM

(a) DISTRICT shall connect its Sewer System to the wastewater sewer systems operated by the City of Omaha, but only after written consent from the City of Omaha is received by DISTRICT, a copy of which shall be furnished to CITY. Additional connections necessary for the Wastewater Sewers or Storm Sewers, or otherwise required by the Public Improvements shall be made in such a manner and by such means as shall be approved by the CITY.

(b) In no event shall the DISTRICT permit any person:

(i) to connect to or otherwise use the Sewer System;

(ii) to connect any part of the Sewer System to any other sewer system (including to the CITY's sewer system or to any outfall sewer or any wastewater or sewage treatment plant lying within the zoning jurisdiction of the CITY), except as may be currently existing (and then only to the extent as may be currently existing) or as may be specifically permitted by this Agreement or the subsequent express written consent of the CITY; or

(iii) to make or allow any unlawful or improper discharge into the CITY's sewer system.

(c) At the request of the CITY the DISTRICT shall permit any person to connect to the Sewer System unless then prohibited by the CITY, provided, however, that the DISTRICT shall use reasonable efforts to obtain consent from the CITY for such purposes. Except as provided in Section 6(d), the DISTRICT shall not be required to permit such connection except upon the payment of a duly levied connection fee calculated after giving due consideration to the Costs, maintenance and other investment of the DISTRICT to date in the Sewer System (including a proportionate share of any unrecovered costs, plus accrued interest) and additional design, engineering or maintenance costs, for the outfall line. Such proportionate share shall be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees.

(d) Notwithstanding any provision in Section 6(c), the DISTRICT shall not charge the CITY nor the owner of such real estate nor place any lien or encumbrance upon any real estate for any connections permitted by CITY to, or any persons use of, the Sewer System as may be necessary in order to permit the discharge of wastewater, sewage or storm water from any areas within the then incorporated limits of the CITY for which the CITY shall, nevertheless, have the right to collect its own fees and charges.

(e) No Sewer System, or connection thereto, allowable pursuant to this Section 6 shall be made unless an appropriate permit is first issued by and obtained from the CITY. The construction, installation and other work related to such connection or Sewer System shall be made in compliance with applicable engineering, design, construction, installation and testing rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over any such work and as otherwise may be reasonably required by the CITY.

(f) Notwithstanding any other provision of this Agreement, the CITY retains the right to immediately require the DISTRICT to disconnect the Sewer System from the CITY's sewer system or to disconnect any user from the Sewer System for any discharge in violation of any rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over the same or as may otherwise be prohibited by the CITY.

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SECTION 7
AMENITIES

(a) Installation of decorative street lights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the DEVELOPER. Plans for such proposed improvements must be submitted to the CITY for review and approval prior to the installation of such improvements.

(b) DEVELOPER agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed, including all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the provisions of Sections 7(c) and 7(d) below are fully complied with. Upon compliance with such provisions, the lot owners' association shall be responsible for such maintenance and upkeep and DEVELOPER shall be relieved of responsibility therefor.

(c) DEVELOPER shall file with the Sarpy County Register of Deeds prior to the DEVELOPER'S sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of an incorporated lot owners' association and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of said incorporated lot owners' association.

(d) DEVELOPER shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners' association. The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the CITY prior to execution and filing.

(e) Notwithstanding any provisions herein seemingly to the contrary, the DISTRICT may install decorative street lights at its cost, but the DEVELOPER shall pay the DISTRICT for the costs of any such decorative street lights in excess of the costs and charges by the Omaha Public Power District for its regular and standard non-decorative street lights. Additionally, all replacement, maintenance and upkeep expenses in connection with any such decorative street lights, in excess of the costs and charges of the Omaha Public Power District for its regular and standard non-decorative street lights, shall be the responsibility of and paid by the aforesaid incorporated lot owners' association.

SECTION 8
MISCELLANEOUS

(a) TERMINATION OF AGREEMENT

(i) This Agreement shall not be terminated except (1) by the written agreement among DEVELOPER, DISTRICT and CITY; (2) by CITY for any material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective as of the date specified in a written Notice of Termination provided, however, that no such Notice to Cure shall be required whenever the breach or default shall recur within 180 days of a Notice to Cure, in which event termination shall be effective as of the date specified in a written Notice of Termination; or (3) upon annexation of the DISTRICT by CITY. No termination shall relieve the DISTRICT or the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination.

(ii) The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

(b) INDEMNITY DEVELOPER shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns (each, an "Indemnified Party") harmless from and against any and all claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise ("Damages"), which may arise or result from, out of or in connection with (i) any material misrepresentation made by DISTRICT or DEVELOPER in this Agreement, (ii) any breach of any representation or covenant made by DEVELOPER or DISTRICT in this Agreement, (iii) any negligent or other act, error or omission of DEVELOPER or DISTRICT (including any of their respective employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be entered into by DEVELOPER or DISTRICT, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of DEVELOPER or DISTRICT in this Agreement. Notwithstanding the preceding sentence, DEVELOPER shall not be obligated to defend, indemnify, or hold an Indemnified Party harmless for Damages arising or resulting from or out of any breach by DISTRICT under 8(b)(ii), any negligent or other act, error or omission of DISTRICT under 8 (b)(iii) or any default or breach of DISTRICT under 8 (b)(iv) which occurs during any period that DEVELOPER, its officers, directors or affiliates shall not have, in the aggregate, sufficient voting power to elect a majority of DISTRICT's Board of Trustees, nor shall DEVELOPER be so obligated under any of 3(b) to the extent such Damages are caused by any act, error or omission undertaken or made at any time by DISTRICT in good faith using due diligence.

(c) ASSIGNMENT. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY which may be withheld in CITY's sole discretion.

(d) WAIVER. A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

(e) GOVERNING LAW. This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law regulation, in which case the latter shall apply.

(f) ENTIRE AGREEMENT.

(i) This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the PARTIES. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the PARTIES, whether individually or collectively concerning the subject matter hereof.

(ii) This Agreement may be modified only by a written agreement, executed by all PARTIES; provided that the PARTIES agree, without cost to the CITY, to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto.

(iii) This Agreement shall not be construed to be a joint venture or a lease among any of the Parties. Notwithstanding the preceding sentence, whenever any provision of this Agreement has reference to a performance obligation or requirement of the DISTRICT and the DEVELOPER, such performance obligation or requirement shall be the joint and several obligation or requirement of the DISTRICT and the DEVELOPER, whether or not so stated, unless otherwise specifically stated.

(g) NOTICES, CONSENTS AND APPROVAL. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the PARTIES shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For DEVELOPER: Liberty Land, LLC
Attention: Dennis Van Moorleghem, Managing Member
7002 S 131st Ave
Omaha, Nebraska 68138

With Copy to: Thompson, Dreessen & Dorner, Inc.
10836 Old Mill Road
Omaha, NE 68154

For DISTRICT: Sanitary and Improvement District No. 310
c/o Martin P. Pelster, Attorney
Croker, Huck, Kasher, DeWitt, Anderson & Gonderinger, L.L.C.
2120 South 72nd Street, Suite 1200
Omaha, Nebraska 68124

For CITY: City of Bellevue
210 West Mission Avenue
Bellevue, Nebraska 68005

AND

Public Works Director City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

Such address may be changed from time to time by notice to all other PARTIES.

(h) NON-DISCRIMATION In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) MISCELLANEOUS. Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.

(j) ANNEXATION. Except when otherwise agreed to in writing by the CITY, and except for contracts with public utilities or concerning construction projects approved by the CITY, all contracts entered into by the DISTRICT shall be subject to cancellation by the CITY after annexation of the DISTRICT by the CITY, and notwithstanding any contract provision to the contrary. All such contracts entered into by the DISTRICT shall contain a provision providing that in the event of annexation of the DISTRICT by the CITY, the contract may be canceled with three (3) months advance notice by the CITY. When such a contract is canceled by the CITY, then all future rights, liabilities and obligations of all parties to the contract shall terminate.

(k) CAD DRAWINGS. DEVELOPER shall provide to the City Engineer along with the final plat, a complete copy of the CAD Drawings of the area to be developed, showing all lots, blocks, and water and sewer system improvements. Such CAD Drawings shall be in AutoCAD.

(l) VIOLATIONS. As a result of any violation of this Subdivision Agreement, the CITY shall have the authority, after first giving ten (10) days written notice to the DEVELOPER and/or the DISTRICT, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the DISTRICT, until such time as the violation is corrected.

PERMIT. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST: CITY OF BELLEVUE

_____ By: _____
City Clerk Mayor Date

APPROVED AS TO FORM:

_____
Attorney for City of Bellevue

ATTEST: SANITARY & IMPROVEMENT DISTRICT NO. 310 OF SARPY COUNTY, NEBRASKA

_____ By: _____
Clerk Chairman Date

Nebraska company LIBERTY LAND, LLC, a Nebraska limited liability company

By:_____
Managing Member Date

01374342.DOCX

EXHIBITS

A = Final Plat

B = Paving Site Plan

B1 = Street Intersections

C = Sanitary Sewer Plan

D = Storm Sewer Plan

E = Grading Plan

F = Phasing Plan

G = Trail Plan

01374342.DOCX

15a.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/18/2026	SUBMITTED BY: Susan Kluthe, City Clerk				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☑	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Resolution approving and authorizing the Mayor to sign the Annual Certification Program Compliance with the NE Board of Public Roads Classifications and Standards (NBCS).

SYNPOSIS/BACKGROUND:

Each year municipalities are required to annually approve the Municipal Annual Certification of Program Compliance to NE Board of Public Roads Classifications and Standards and to approve a Resolution authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance.

FISCAL IMPACT: N/A | BUDGETED FUNDS?: NO | GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Resolution No. 2026-15: A Resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance 2026.

ATTACHMENTS:

1.	Resolution No. 2026-15	2.	Annual Certification of Program Compliance	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31, 2026) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2026

Resolution No. 2026-15

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor [X] Village Board Chairperson [ ] of Bellevue,
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 2026 at Bellevue Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Attest:

_____
(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31, 2026) may result in the suspension of Highway Allocation funds until the documents are filed.

MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
2026

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City ☒ Village ☐ of Bellevue
(Check one box) *(Print name of municipality)*
hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson**.

_____ _____
Signature of Mayor ☐ Village Board Chairperson ☐ (Required) *(Date)*

_____ _____
Signature of City Street Superintendent (Optional) *(Date)*

Return the completed original signing resolution and annual certification of program compliance by October 31, 2026 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509
or email to ndot.blshelp@nebraska.gov

15b.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/18/2026			SUBMITTED BY: City Clerk		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	✓	CURRENT BUSINESS	☐	OTHER	☐

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:: NA BUDGETED FUNDS?: NA GRANT/MATCHING FUNDS?: NA

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

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. 2026-16 updating the Master Fee Schedule.

ATTACHMENTS:

1.	Res. No. 2026-16 (Red Line Version)	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

RESOLUTION NO. ~~2026-08~~ 2026-16

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. ~~2025-18~~ 2026-08 passed ~~September 2, 2025~~ May 5, 2026 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 2nd revocation	$1,500
Penalty Fee 3rd 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.

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 15th 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

1ST Weekly Call Per Patient will be FREE

2nd Call for Same Patient, In Same Week, will be $ 400.00

3rd 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.**

Training Tower Only	**TMA Fee/Public Fee**
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	

Training Tower and Fire Simulator	**TMA/ Public Fee**
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

Confined Space	**TMA Fee/Public Fee**
1-4 Hour Scheduled Event	$400.00/$600.00
1-8 Hour Scheduled Event	$800.00/$1,200.00
1 Observers	Included/Included

Driving Area	**TMA Fee/Public Fee**
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

Extrication Area	**TMA Fee/Public Fee**
1-4 Hour Scheduled Events Per Year	$200.00/$200.00
1 Observer	Included/Included
Each Vehicle	$100.00/$100.00

Classroom Area	**TMA Fee/Public Fee**
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

Entire Training Site	**TMA Fee/Public Fee**
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	
1st removal	$100/min/hour + $50 Admin fee
2nd removal	$200/min/hour + $50 Admin fee
3rd 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
Special Designated Liquor License	$ 40/day
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~~
Bus Bench Permit	$ 75/per bench

OTHER FEES – (CONTINUED)

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	
Dog/Cat License (Annual Fee)	$13.25 each if spayed/neutered, (no charge for owners age 65 and older) $26.25 each if not spayed/neutered

OTHER FEES – (Continued)

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	$6.00
Dog, Cat Pet Advocacy Permit	$100 for initial permit $ 50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	$16/per day Kennel Fee 1st impoundment $30 2nd impoundment $60 3rd 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	$10 if spayed/neutered $20 if not spayed/neutered
Pot-bellied Pig License Late Charge	$50
Feral Cat Colony Caretaker Permit Fee	$25
State Commercial Dog & Cat Operator Inspection Permit	$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) Season Operator Fee (electricity included)	$0
Fireworks Annual License Fee (Non-Profits Only)	$600 + $1,000 (Deposit)
Deposit Fireworks Annual Distributor or Jobber License Fee	$1,000
Hen Permit Fee (Five Year)	$ 100

OTHER FEES – (Continued)

Mini-Bus	$ 2 each way per trip in town $ 4 each way per trip out of town
Opening Burning Permit	$10 (per State Statute)
Pet Store and/or Grooming Shop License Transfer of Ownership	$50/year $ 5
Returned Check (NSF) & Returned ACH Transaction Fee	$25
Temporary Business Licenses: Seasonal Merchant	$25 license valid for 1 month $50 license valid for 4 months $15 one-month extension – maximum of two (2) one-month extensions **ONLY** applies to 4-month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant/ Mobile Vendor	$50/day/person or $300/year/person plus Certificate of Insurance naming City as Additional Insured + $10 non-refundable processing fee to be certified to license fee issued
Tobacco License	$15 license fee per State Statute + $10 administrative fee
Trash Hauling Permit & Bond	$ 25/ truck/ year + $ 25,000 public liability bond & $ 10/ day late fee
Trash and Recycling Residential Collection Fee, effective May 5, 2026	$17.64 per month, per residence for 35-gallon service $21.43per month, per residence for 65-gallon service $25.33 per month, per residence for 95-gallon service $15.00 for each bulky item pick up $2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds $1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds $13.48 for each additional cart

OTHER FEES – (Continued)

Tree Damage	
Tree DBH (Diameter at Breast Height)	
Up to 4"	$ 600
>4" to 8"	$ 850
>8" to 12"	$1,340
>12" to 16"	$2,370
>16" to 20"	$3,700
>20" to 24"	$5,300
>24" to 28"	$6,700
Over 28"	$6,700 + $500 for every inch over 28"
Limb Circumference	
Up to 4"	$350
>4" to 8"	$500
>8" to 12"	$700
Vehicle Impoundment Fees	
Tow Fee (Includes motorcycles)	~~$125~~ $150
Storage Fee	$25/per day
Storage for Victimless Incidents – City lots	$25/day outside; $50/day inside
Administration Fee	$ 30
Locksmith Fee	$ 30
Straight Trucks Licensed for more than Four (4) tons	$200
Other vehicles (snowmobiles, boats, etc.)	$125
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract
Street/Alley Vacation	
Application Fee	$50
Administrative Fee	$300

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	$0.75 - $20 depending upon size
200E3	(price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	$50
Police Report	$10

PUBLIC RECORDS – (CONTINUED)

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 serv ices 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

LIBRARY FEES (CONTINUED)

Fines:	
Books, Audio Books, CD's, DVDs	$0.10/day
~~Watt Detectors~~	~~$1/ day~~
~~Leisure Passes~~	~~$5 for replacement~~
Telescopes	**$1/day**
NASA Backpacks	**$1/day**
Interlibrary Loan:	
Postage	~~$3~~ **$4** 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~~ **$3** 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**, and RFID tags**)
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
Replacement of barcode	**$1 per item**
Replacement of Break-in Box	**$10 per item**
Replacement of Tonie Box	**$170 per item**
Replacement of Tonie Kit	**$60 per item**
Copier/Printer Rates	
Black & White Copies/Prints **(letter size)**	$0.10/page (single sided)
Color Prints **(letter size)**	$0.50/page (single sided)
Scan to USB drive	**$0.10/page (single-sided)**

RECREATION FEES	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

RECREATION FEES – (CONTINUED)

Youth Soccer League

Spring	$40
Fall	$40

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

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
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

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).

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 18th day of August, 2026.

PASSED AND APPROVED THIS 18th DAY OF August, 2026.

CITY OF BELLEVUE

_____
Mayor

ATTEST:

_____
City Clerk

16a.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 18, 2026				SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Memorandum of Understanding and Agreement between the City of Bellevue and Pilgrims Landing Garden Club

SYNOPSIS/BACKGROUND:

Pilgrims Landing neighborhood was annexed by the City. Upon that annexation, the neighborhood garden club and the City entered into an agreement regarding the maintenance and landscaping of certain areas within the neighborhood. (as shown on the map, attached) The agreement is the City will pay Pilgrims Landing Garden Club up to $2,000 upon receiving receipts and invoices of plants, purchased materials, and associated costs. The garden club will be responsible for the labor, maintenance, landscaping, upkeep, etc. of certain areas of the public right-of-way within the neighborhood.

FISCAL IMPACT:: Up to $2,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Pilgrims Landing Garden Club INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Agreement - maintenance, labor, and landscaping within Pilgrims Landing Neighborhood

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: 07/01/2026 END DATE: 06/30/2029 PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 6321 ACCOUNT NUMBER: 10-10-6321

RECOMMENDATION:

Authorize the Mayor to approve and sign the Memorandum of Understanding and Agreement between the City of Bellevue and Pilgrims Landing Garden Club not to exceed up to $2,000.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement (MOU/A) is executed by the City of Bellevue, Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to as "CITY" and the Pilgrim's Landing Garden Club, a private volunteer organization, hereinafter referred to as "PLGC" for the purpose of providing for the maintenance of the plantings and landscaping features in the public areas within city rights-of-way within the Pilgrim Landing subdivision.

WHEREAS, the Pilgrim Landing Subdivision, formerly Sanitary and Improvement District (SID) 183, was annexed by CITY and the residents of the subdivision are desirous of continuing the beautification efforts undertaken prior to annexation; and,

WHEREAS, CITY and PLGC wish to enter into this agreement to allow for the continued maintenance that was previously provided to the subdivision by SID 183, and the residents are willing to provide the necessary labor for continuation of the maintenance of the plantings; and,

WHEREAS, it is in the best interests of all concerned that PLGC continue to maintain or improve the plantings in the public rights-of-way as described below.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Duties of PLGC.

PLGC, being a private members organization of residents of the Pilgrim Landing Subdivision, shall be responsible for providing all labor for the maintenance and/or improvement of the plantings and landscaping within the public rights-of-way, including:

1) Two entrances to the subdivision as follows: two islands at Pilgrim Drive and 25th Street and one island at Fairview Road and 22nd Street.
2) Five planting areas, as follows: two areas located at 22nd Drive and Pilgrim Drive, two areas located at 21st Street and Pilgrim Drive and one area located on the west side of 22nd Street at Pilgrim Drive.
3) Maintenance of the plantings within these areas shall include placement of mulch, planting, and watering of plants, treating of the areas for weeds, disease and harmful insects, and routine trimming of trees and bushes within reach without the aid of a ladder.

Section 2. Duties of CITY.

CITY shall provide grass mowing of the designated public rights-of-way.

CITY shall maintain trees on the 22nd Street entrance island, Pilgrim Drive islands, and common area walking path throughout the subdivision to include removal of dead branches and trees. (See attached)

CITY shall provide tree trimming services as needed to ensure proper clearance for vehicles and pedestrians. The PLGC may request services through the Public Works Director who will provide feedback on the schedule for maintenance.

CITY shall provide funding of $300.00 upon the approval of this MOU. Beginning July 1, 2026, and for each year thereafter for the term of this agreement, the PLGC will be reimbursed upon presentation of invoices or bills that were acquired for the purchase of plants, materials, services and associated administrative costs of operation, cost reimbursements not to exceed $2,000.00 per year. If expenses annually exceed $2,000.00, an increase in said amount may be negotiated between CITY and PLGC based upon submission of a budget justifying the need for additional expenditures and affirmed by an Addendum to this agreement. Invoices and/or bills for services should be presented to the Public Works Director for processing.

CITY shall provide advisory access to city staff to address questions and provide direction regarding landscaping, tree services and public rights-of-way issues.

Section 3. Term.

The term of this Memorandum of Understanding and Agreement, shall be three calendar years beginning July 1, 2026, and concluding June 30, 2029. The MOU/A may be extended in three-year increments by mutual agreement of the parties and as approved in writing. Any extension shall be in the form of an Addendum to this agreement and signed by all parties. The MOU/A may be terminated by either party by giving thirty (30) day written notice.

Section 4. Indemnification.

Each Party shall release, indemnify and hold harmless ("Indemnifying Party") each other Party ("Indemnified Party") and said Indemnified Party's officers, officials, employees, and agents and each of them, from and against all losses, damages, liabilities, claims, costs and expense whatsoever arising out of or resulting from the negligence, acts, or omissions of the Indemnifying Party, or the officers, officials, employees, agents, or contractors of the Indemnifying Party.

Section 5. Miscellaneous.

a. Governing Law. The Parties shall conform to all existing and applicable state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to

the extent such provisions may be superseded by applicable federal law, in which case the same shall apply.

b. Entire Agreement. This MOU/A expresses the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. Accordingly, this MOU/A supersedes any prior written or oral agreement or understanding between the Parties concerning the subject matter hereof.

c. Notices, Consents, and Approval. Unless expressly stated otherwise herein, all notices, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt request, postage prepaid and addressed as follows:

For City: City of Bellevue
Attn: Public Works Director
1510 Wall Street
Bellevue, NE 68005

For PLGC: Cordell W Bullis
14409 S 24th Street
Bellevue, NE 68123-4716

Such addresses and contact persons may be changed from time to time upon written notice to the other Party. If the PLGC addressee above can no longer conduct business with the CITY due to illness, incapacitation, or death, the Club officers will be alternate points for contact for PLGC.

d. Modifications. Any modifications or amendments to this MOU/A shall require mutual agreement of the Parties and a written agreement or addendum through formal action by the governing bodies of the City and PLGC.

e. Severability. In the event any portion of this Agreement may be held invalid, void, or illegal for nay reason by a court of competent jurisdiction, any such holding shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

f. Representations. Each Party represents and warrants to the other that (a) it has all necessary right, power and authority to enter into this Agreement, and (b) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be

performed or observed by such Party have been duly authorized by all necessary action on behalf of such Party.

Executed by the City of Bellevue, Nebraska, this _____ day of _____, 2026

BY: Attest:

_____ _____

MAYOR City Clerk

Executed by the Pilgrims Landing Garden Club, this_____ day of, _____, 2026

BY: Witness

_____ _____

Name Name

_____ _____

Name Name

Attachment
Pilgrim's Landing Areas Impacted by this MOU/A


Fairview Rd
OLA
Pilgrim Dr

16b.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/18/2026			SUBMITTED BY: David Goedeken, PE - PW Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve and authorize the Mayor to sign acceptance of the Permanent Storm Sewer Easement granted by Quail Crossing LLC.

SYNOPSIS/BACKGROUND:

Quail Crossing Replat 1 was approved by City Council on July 21, 2026. The plat stipulates that storm sewer easement is to be dedicated to the City of Bellevue by separate document. This Permanent Storm Sewer Easement document grants the necessary easement to the City.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

City Council approve and authorize the Mayor to sign acceptance of the Permanent Storm Sewer Easement granted by Quail Crossing LLC.

ATTACHMENTS:

1. Permanent Storm Sewer Easement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

When recorded return to:
City of Bellevue, Nebraska
Public Works Department
1510 Wall Street
Bellevue, NE 68005

PERMANENT STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **Quail Crossing LLC, a Nebraska limited liability company**, hereinafter known as "GRANTOR," whether one or more, for and in consideration of the sum of ***One and 00/100 dollars ($1.00)*** and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Bellevue, Nebraska,** a Municipal Corporation, hereinafter known as "GRANTEE," and to its successors and assigns, including public utilities and their contractors and assigns, a Permanent Storm Sewer Easement ("Easement") for the right to repair, maintain, and operate a storm sewer for drainage structure, and/or drainage way, and appurtenances thereto, collectively referred to as the "Sewer," in, under, and through the parcel of land ("Property"), described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION
("Easement Area")

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said Property for the purpose of inspecting, maintaining, operating, repairing, reconstructing, or replacing the Sewer at the will of GRANTEE. GRANTOR may continue to use the surface of the Easement Area conveyed hereby for other purposes, subject to the right of GRANTEE to use the same for the purposes herein expressed.

It is further agreed as follows:

1) No buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said Easement Area by GRANTOR, its heirs, successors, or assigns, without express approval of GRANTEE, which approval shall not be unreasonably withheld, conditioned, or delayed with respect to surface improvements that do not interfere with the Sewer or GRANTEE's access thereto. GRANTEE acknowledges that existing improvements within the Easement Area including, but not limited to, landscaping, parking areas, and pavement, have been approved. These improvements and any trees, grass, or shrubbery placed on said Easement Area shall be maintained by GRANTOR, its heirs, successors, or assigns.

2) It is agreed and understood that GRANTEE is hereby granted a right of entry upon the Property; provided, however, that except in the case of emergency, GRANTEE shall provide GRANTOR with not less than forty-eight (48) hours' prior notice before entering the Property to exercise any rights under this Easement.

3) GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights under this Easement including, but not limited to, damage to parking areas, pavement, and other surface improvements, except that damage to or loss of trees and shrubbery will not be compensated for by GRANTEE.

4) This Easement is also for the benefit of any contractor, agent, employee, or representative of GRANTEE in connection with the project.

5) GRANTEE shall cause any trench made on said Easement Area to be properly refilled and shall cause the area disturbed under this Easement to be restored to its pre-existing condition within a reasonable time following completion of any maintenance, repair, reconstruction, or replacement activities. Restoration of paved or parking areas shall include replacement of base materials, surfacing, and striping to match existing conditions.

6) GRANTEE may construct, maintain, repair, reconstruct, and operate additional sewer systems within the Easement Area.

7) GRANTOR and its heirs, executors, and administrators, does confirm with said GRANTEE and its successors, contractors, and assigns, including public utilities and their contractors and assigns, that GRANTOR is well-seized in fee of the Property, and that they have the right to grant and convey this Easement in the manner and form aforesaid, and that GRANTOR and its heirs, executors, and administrators, shall warrant and defend this Easement to said GRANTEE and its assigns, against the lawful claims and demands of all persons. This Easement runs with the land.

8) GRANTEE acknowledges that existing improvements including, but not limited to, landscaping, parking areas, and pavement, are currently located within the Easement Area. GRANTEE shall use commercially reasonable efforts to minimize disruption to such improvements when exercising its rights hereunder.

9) GRANTEE shall indemnify, defend, and hold harmless GRANTOR, its heirs, successors, and assigns, from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent or wrongful acts or

omissions of GRANTEE, its agents, contractors, or employees in the exercise of the rights granted herein. This indemnification obligation shall survive the termination of this Easement.

10) This Easement shall be governed by and construed in accordance with the laws of the State of Nebraska.

ACKNOWLEDGMENT AND SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by its authorized officer(s) this 4th day of August, 2026.

Quail Crossing LLC,
a Nebraska limited liability company.

By: _____
Name: Austin Alff
Title: Authorized Member

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF Sarpy)

On this 4th day of August, 2026, before me, a Notary Public in and for said County, personally came Austin Alff as the Authorized Member, on behalf of Quail Crossing LLC, a Nebraska limited liability company, to me personally known to be the authorized member of said limited liability company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such member and the voluntary act and deed of said Corporation for the purpose stated herein.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



Kristen Kalk
NOTARY PUBLIC

CITY OF BELLEVUE, a Municipal Corporation

ATTEST:

_____

_____,
City Clerk, City of Bellevue

BY:

_____

_____,
Mayor, City of Bellevue

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

_____
DATE

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for said County, personally came _____, Mayor of the City of Bellevue, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

_____
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

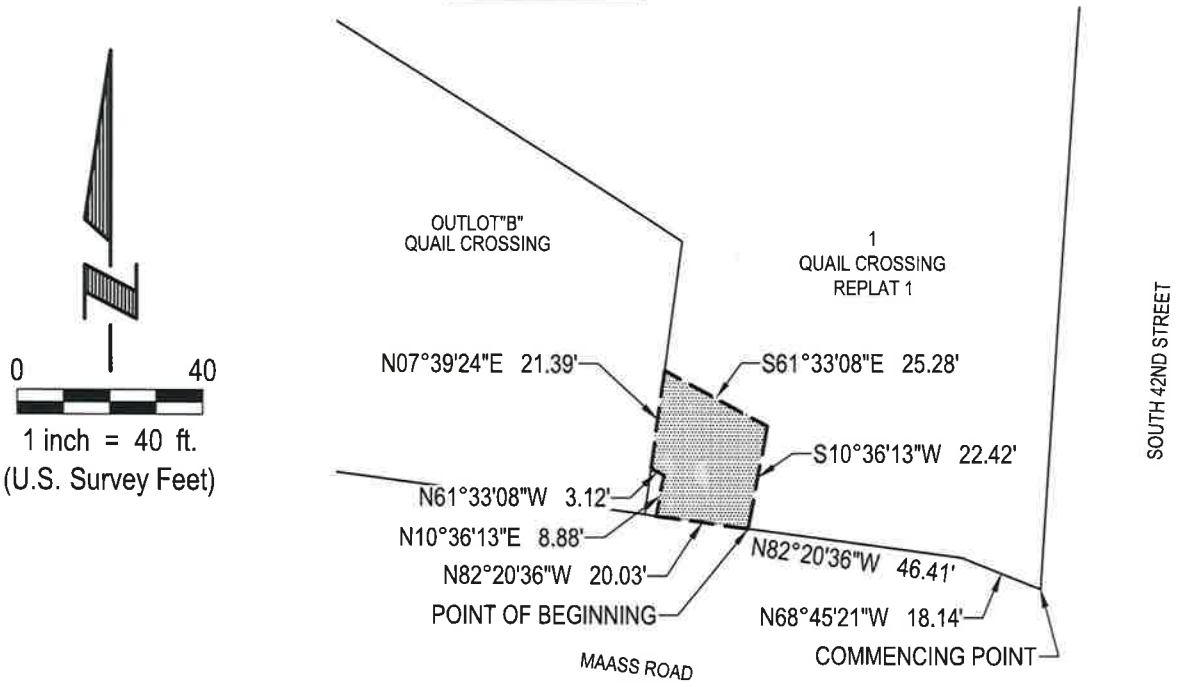
On this _____ day of _____, 2026, before me, a Notary Public in and for said County, personally came _____, City Clerk of the City of Bellevue to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

_____
NOTARY PUBLIC

EXHIBIT "A"



LEGAL DESCRIPTION

A STORM SEWER EASEMENT LOCATED IN PART OF LOT 1, QUAIL CROSSING REPLAT 1, A SUBDIVISION LOCATED IN PART OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, QUAIL CROSSING REPLAT 1, SAID POINT ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE SOUTH 42ND STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N68°45'21"W (BASIS OF BEARING: DOUGLAS / SARPY COUNTY LOW DISTORTION PROJECTION), A DISTANCE OF 18.14 FEET; (2) THENCE N82°20'36"W, A DISTANCE OF 46.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N82°20'36"W ALONG SAID SOUTHERLY LINE OF LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE MAASS ROAD, A DISTANCE OF 20.03 FEET; THENCE N10°36'13"E, A DISTANCE OF 8.88 FEET; THENCE N61°33'08"W, A DISTANCE OF 3.12 FEET TO THE EASTERLY LINE OF OUTLOT "B", QUAIL CROSSING, A SUBDIVISION LOCATED IN SAID SECTION 32, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 1, QUAIL CROSSING REPLAT 1; THENCE N07°39'24"E ALONG SAID EASTERLY LINE OF OUTLOT "B", QUAIL CROSSING, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 1, QUAIL CROSSING REPLAT 1, A DISTANCE OF 21.39 FEET; THENCE S61°33'08"E, A DISTANCE OF 25.28 FEET; THENCE S10°36'13"W, A DISTANCE OF 22.42 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS 597 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

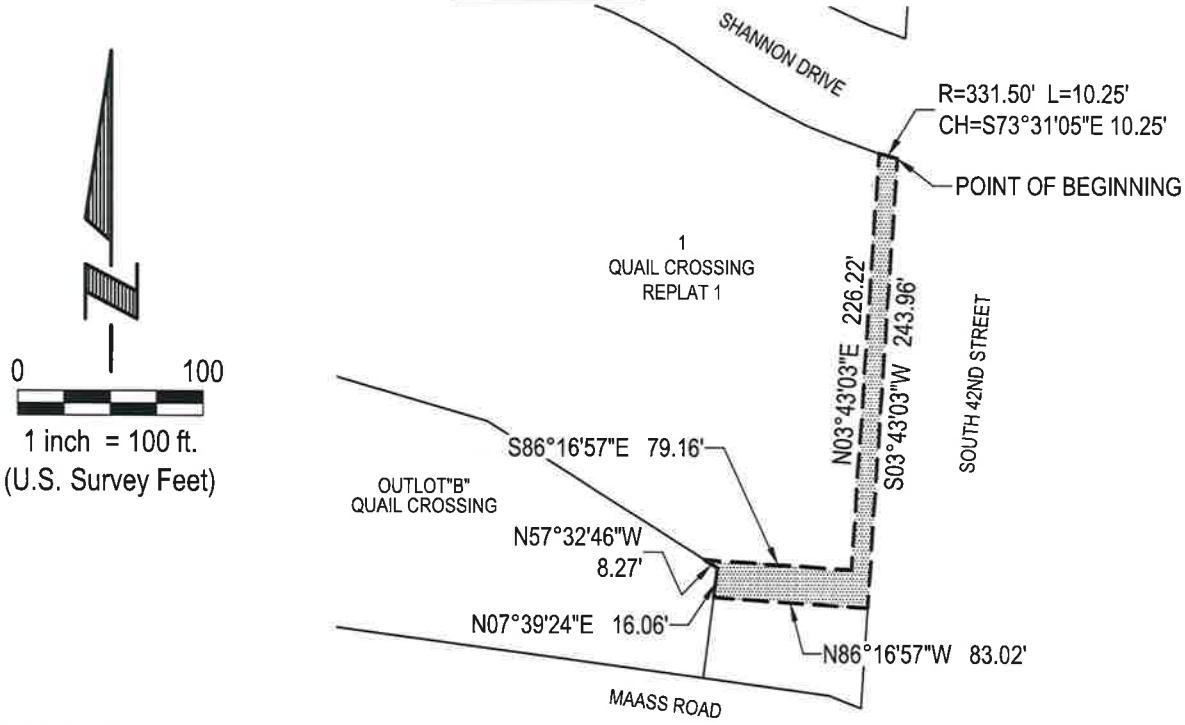
E & A CONSULTING GROUP, INC.
Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Job No.: P2023.157.004		Date: 05/18/2026 - REV. 07/13/2026
Drawn by: CJU	Scale: 1" = 40'	Sht: 1 of 1

STORM SEWER EASEMENT
LOT 1, QUAIL CROSSING REPLAT 1
SARPY COUNTY, NEBRASKA

EXHIBIT "A"



LEGAL DESCRIPTION

A STORM SEWER EASEMENT LOCATED IN PART OF LOT 1, QUAIL CROSSING REPLAT 1, A SUBDIVISION LOCATED IN PART OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, QUAIL CROSSING REPLAT 1, SAID POINT ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SHANNON DRIVE; THENCE S03°43'03"W (BASIS OF BEARING: DOUGLAS / SARPY COUNTY LOW DISTORTION PROJECTION) ALONG THE EASTERLY LINE OF SAID LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET, A DISTANCE OF 243.96 FEET; THENCE N86°16'57"W, A DISTANCE OF 83.02 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF OUTLOT "B", QUAIL CROSSING, A SUBDIVISION LOCATED IN SAID SECTION 32; THENCE N07°39'24"E ALONG SAID SOUTHERLY LINE OF SAID LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING SAID EASTERLY LINE OF OUTLOT "B", QUAIL CROSSING, A DISTANCE OF 16.06 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "B", QUAIL CROSSING; THENCE N57°32'46"W ALONG SAID SOUTHERLY LINE OF LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID OUTLOT "B", QUAIL CROSSING, A DISTANCE OF 8.27 FEET; THENCE S86°16'57"E, A DISTANCE OF 79.16 FEET; THENCE N03°43'03"E ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH SAID EASTERLY LINE OF LOT 1, QUAIL CROSSING REPLAT 1, A DISTANCE OF 226.22 FEET TO THE NORTHERLY LINE OF SAID LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SHANNON DRIVE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SHANNON DRIVE, ON A CURVE TO THE LEFT WITH A RADIUS OF 331.50 FEET, A DISTANCE OF 10.25 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S73°31'05"E, A DISTANCE OF 10.25 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS 3,912 SQUARE FEET OR 0.090 ACRES, MORE OR LESS.

E & A CONSULTING GROUP, INC.
Engineering Answers

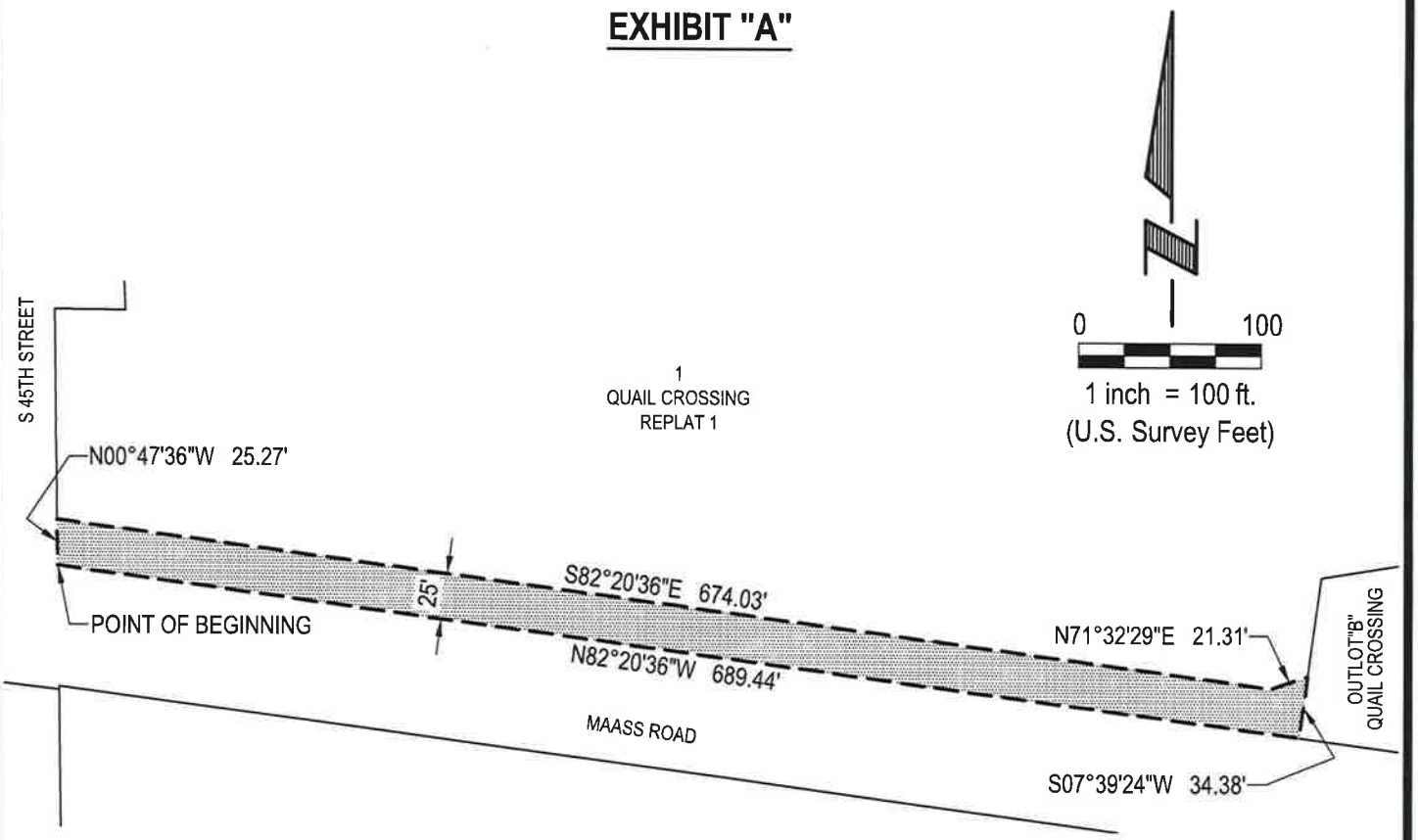
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Job No.: P2023.157.004	Date: 05/18/2026 - REVISED 07/13/2026	
Drawn by: CJU	Scale: 1" = 100'	Sht: 1 of 1

STORM SEWER EASEMENT
LOT 1, QUAIL CROSSING REPLAT 1
SARPY COUNTY, NEBRASKA

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EXHIBIT "A"



LEGAL DESCRIPTION

A STORM SEWER EASEMENT LOCATED IN PART OF LOT 1, QUAIL CROSSING REPLAT 1, A SUBDIVISION LOCATED IN PART OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, QUAIL CROSSING REPLAT 1, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD; THENCE N00°47'36"W (BASIS OF BEARING: DOUGLAS / SARPY COUNTY LOW DISTORTION PROJECTION) ALONG THE WESTERLY LINE OF SAID LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET, A DISTANCE OF 25.27 FEET; THENCE S82°20'36"E ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, QUAIL CROSSING REPLAT 1, A DISTANCE OF 674.03 FEET; THENCE N71°32'29"E, A DISTANCE OF 21.31 FEET TO SAID SOUTHERLY LINE OF LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING THE WESTERLY LINE OF OUTLOT "B", QUAIL CROSSING, A SUBDIVISION LOCATED IN SAID SECTION 32; THENCE S07°39'24"W ALONG SAID SOUTHERLY LINE OF LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING SAID WESTERLY LINE OF OUTLOT "B", QUAIL CROSSING, A DISTANCE OF 34.38 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "B", QUAIL CROSSING, SAID POINT ALSO BEING ON SAID NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD; THENCE N82°20'36"W ALONG SAID SOUTHERLY LINE OF LOT 1, QUAIL CROSSING REPLAT 1, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD, A DISTANCE OF 689.44 FEET TO THE POINT OF BEGINNING..

SAID STORM SEWER EASEMENT CONTAINS 17,372 SQUARE FEET OR 0.399 ACRES, MORE OR LESS.

E & A CONSULTING GROUP, INC.
Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Job No.: P2023.157.004	Date: 05/18/2026 - REVISED 07/13/2026	
Drawn by: CJU	Scale: 1" = 100'	Sht: 1 of 1

STORM SEWER EASEMENT
LOT 1, QUAIL CROSSING REPLAT 1
SARPY COUNTY, NEBRASKA

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16c.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 18, 2026			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

BPW 240802 Bellevue Entertainment District Traffic Signals - Change Order No. 4 for Vrana Civil

SYNOPSIS/BACKGROUND:

Vrana Civil Change Order No. 4 in the amount of $532,125.16 for installing traffic signals, install posts and signs also relaying/adjusting the pipe (labor only) added quantities of extra 3' of removals and pavement to remove the existing rumble stripe on the north side of Hidden Valley for the Bellevue Entertainment District bringing Change Orders No. 1 ($76,425.47), Change Order No. 2 ($259,385.84), Change Order No. 3 ($50,181.50) and Change Order No. 4 ($532,125.16) to a total of $918,117.97 in Change Orders.

FISCAL IMPACT:: $532,125.16 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Entertainment District Construction - Vrana Civil

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bellevue Entertainment District - BPW 240802

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPPW26(06)

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

ACCOUNTING DISTRIBUTION CODE: 7020 ACCOUNT NUMBER: 10-10-7020

RECOMMENDATION:

Approve and authorize the Mayor to sign the Change Order No. 4 between the City of Bellevue and Vrana Civil in the amount not to exceed $532,125.16 for the Bellevue Entertainment District Traffic Signals.

ATTACHMENTS:

1. Change Order No. 4	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

olsson

CHANGE ORDER

No. 4

Project: Bellevue Entertainment District
Owner: City of Bellevue
Contractor: Vrana Civil

Date: August 3, 2026
Project No.: 024-03706

You are directed to make the following changes in this Contract:

Item No.	Description	Unit	Quantity	Unit Price	Amount
205	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 24" STORM SEWER PIPE	LF	60.00	$ 15.00	$ 900.00
208	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 42" STORM SEWER PIPE	LF	116.00	$ 29.00	$ 3,364.00
209	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 48" STORM SEWER PIPE	LF	42.00	$ 33.00	$ 1,386.00
242	CONSTRUCT 24" RCP, CLASS III (LABOR ONLY)	LF	60.00	$ 28.75	$ 1,725.00
243	CONSTRUCT 42" RCP, CLASS III (LABOR ONLY)	LF	116.00	$ 51.19	$ 5,938.04
244	CONSTRUCT 48" RCP, CLASS III (LABOR ONLY)	LF	42.00	$ 68.00	$ 2,856.00
245	SEDIMENT BASIN CLEANOUT	LS	1.00	$ 20,600.00	$ 20,600.00
246	SEDIMENT BASIN RISER/PIPE ADJUSTMENT	LS	1.00	$ 18,792.89	$ 18,792.89
302	REMOVE PAVEMENT	SY	225.00	$ 8.81	$ 1,982.25
303	AGGREGATE FOUNDATION COURSE, 4"	SY	225.00	$ 10.30	$ 2,317.50
305	CONSTRUCT 10" DOWELED CONCRETE PAVEMENT (CLASS 47B-3500)	SY	225.00	$ 85.00	$ 19,125.00
307	AGGREGATE OR RECYCLED ASPHALT PAVEMENT BASE COURSE	SY	-706.00	$ 11.50	$ (8,119.00)
309	CONSTRUCT 9" CONCRETE PAVEMENT (TYPE OPW 4000)	SY	-706.00	$ 72.00	$ (50,832.00)
310	CONSTRUCT 6" PCC SIDEWALK (TYPE OPW3500)	SF	-359.00	$ 5.80	$ (2,082.20)
314	CONSTRUCT PCC CURB RAMP	SF	-159.00	$ 26.00	$ (4,134.00)
316	CONSTRUCT DETECTABLE WARNING PANEL	SF	-38.00	$ 25.00	$ (950.00)
324	3" CONDUIT FOR FUTURE TRAFFIC SIGNALS	LF	-134.00	$ 32.08	$ (4,298.72)
327	INSTALL ROLLED EROSION CONTROL TYPE II, WITH SEEDING - TYPE B	SY	-2,048.00	$ 1.60	$ (3,276.80)
328	REMOVE TOPSOIL, 4"	SY	-2,048.00	$ 0.95	$ (1,945.60)
329	PLACE TOPSOIL, 4"	SY	-2,048.00	$ 0.95	$ (1,945.60)
339	MASS EXCAVATION ON-SITE (S. 10TH STREET)	CY	-1,528.00	$ 6.00	$ (9,168.00)
343	SWPPP MAINTENANCE - LOADER RENTAL, FULLY OPERATED	HR	1.00	$ 140.00	$ 140.00
344	SWPPP MAINTENANCE - SKID LOADER RENTAL, FULLY OPERATED	HR	1.00	$ 140.00	$ 140.00
345	SWPPP MAINTENANCE - BROOM ATTACHMENT RENTAL	HR	1.00	$ 50.00	$ 50.00
346	SWPPP MAINTENANCE - MOBILIZATION	EA	1.00	$ 500.00	$ 500.00
400	FURNISH AND INSTALL TRAFFIC SIGNAL CONTROLLER, TYPE TC-2070 WITH 332L CABINET	EA	1.00	$ 43,440.00	$ 43,440.00
401	FURNISH AND INSTALL BATTERY BACKUP SYSTEM	EA	1.00	$ 19,270.00	$ 19,270.00
402	FURNISH AND INSTALL GPS CLOCK	EA	2.00	$ 1,880.00	$ 3,760.00
403	FURNISH AND INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-45-12	EA	1.00	$ 36,700.00	$ 36,700.00
404	FURNISH AND INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-50-12	EA	2.00	$ 47,920.00	$ 95,840.00
405	FURNISH AND INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-55-12	EA	1.00	$ 43,900.00	$ 43,900.00
406	FURNISH AND INSTALL FOUNDATION DESIGN	EA	4.00	$ 7,140.00	$ 28,560.00
407	FURNISH AND INSTALL CONCRETE FOR FOUNDATION	CY	32.00	$ 1,130.00	$ 36,160.00
408	FURNISH AND INSTALL REINFORCING STEEL	LB	4,000.00	$ 3.10	$ 12,400.00
409	FURNISH AND INSTALL CCTV CAMERA SYSTEM	EA	1.00	$ 8,700.00	$ 8,700.00
410	FURNISH AND INSTALL VIBRATION MITIGATION DEVICE	EA	4.00	$ 5,520.00	$ 22,080.00
411	FURNISH AND INSTALL PEDESTAL POLE, TYPE PP-12	EA	1.00	$ 3,170.00	$ 3,170.00
412	FURNISH AND INSTALL PEDESTAL POLE, TYPE PP-14	EA	1.00	$ 4,170.00	$ 4,170.00
413	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1, T31	EA	8.00	$ 1,220.00	$ 9,760.00
414	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1A, T31	EA	2.00	$ 850.00	$ 1,700.00
415	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1L, T32	EA	2.00	$ 1,220.00	$ 2,440.00
416	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1LF, T32F	EA	2.00	$ 1,220.00	$ 2,440.00
417	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1R, T34A	EA	2.00	$ 1,610.00	$ 3,220.00
418	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1LFF, T43F	EA	1.00	$ 1,430.00	$ 1,430.00
419	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1RR, T52	EA	2.00	$ 1,630.00	$ 3,260.00
420	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-2	EA	1.00	$ 1,000.00	$ 1,000.00
421	FURNISH AND INSTALL STREET LIGHT LUMINAIRE	EA	4.00	$ 1,900.00	$ 7,600.00

422	FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM - 4 APPROACH	EA	1.00	$	46,330.00	$	46,330.00
423	FURNISH AND INSTALL PULL BOX, TYPE PB-6	EA	4.00	$	1,430.00	$	5,720.00
424	FURNISH AND INSTALL PULL BOX, TYPE PB-8	EA	2.00	$	2,270.00	$	4,540.00
425	FURNISH AND INSTALL LED BLANK-OUT SIGN	EA	1.00	$	6,970.00	$	6,970.00
426	FURNISH AND INSTALL OVERHEAD SIGNS	EA	1.00	$	840.00	$	840.00
427	FURNISH AND INSTALL 18" STREET NAME SIGN	EA	4.00	$	820.00	$	3,280.00
428	FURNISH AND INSTALL POSTS AND SIGNS	EA	2.00	$	375.00	$	750.00
429	FURNISH AND INSTALL 2" CONDUIT - TRENCHED	LF	1,089.00	$	11.40	$	12,414.60
430	FURNISH AND INSTALL 3" CONDUIT - TRENCHED	LF	100.00	$	17.40	$	1,740.00
431	FURNISH AND INSTALL 2" CONDUIT - BORED	LF	1,162.00	$	29.20	$	33,930.40
432	FURNISH AND INSTALL 12/C NO. 14 AWG TRAFFIC SIGNAL CABLE	LF	1,083.00	$	5.20	$	5,631.60
433	FURNISH AND INSTALL 3/C NO. 14 AWG TRAFFIC SIGNAL CABLE	LF	871.00	$	2.20	$	1,916.20
434	FURNISH AND INSTALL 3/C NO. 6 STREET LIGHTING CABLE	LF	871.00	$	7.40	$	6,445.40
435	FURNISH AND INSTALL 1/C NO. 6 BARE COPPER GROUNDING CONDUCTOR	LF	1,256.00	$	2.20	$	2,763.20
436	FURNISH AND INSTALL SERVICE CABLE	LF	146.00	$	2.50	$	365.00
437	FURNISH AND INSTALL SERVICE ENTRANCE CABLE	LF	40.00	$	2.40	$	96.00
438	TRACER WIRE	LF	320.00	$	0.90	$	288.00
439	FURNISH AND INSTALL SERVICE DISCONNECT PEDESTAL	EA	1.00	$	7,960.00	$	7,960.00
440	UTILITY POTHOLING	EA	8.00	$	760.00	$	6,080.00
		Total				**$**	**532,125.16**

The original contract sum was	$	2,998,559.98
Net change by previously authorized Change Orders	$	385,992.81
The Contract Sum prior to this Change Order was	$	3,384,552.79
The Contract Sum will be increased by this Change Order	$	532,125.16
The New Contract Sum including this Change Order will be	$	3,916,677.95

The Contract time for this project will be increased by 0 days.
The project date of Substantial Completion as of the date of this Change Order therefore is July 31, 2026.
Note: The Substantial Completion date for improvements to Hidden Valley Drive and 10th Street south of the roundabout shall be modified to 10/31/2026.
Note: The Substantial Completion date for the traffic signal and sidewalks shall be modified to 4/15/2027.

Not valid until signed by both the Owner and Contractor.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract Time.

Recommended:

By: _____
Engineer

Date: 8/3/26

Accepted:

By: _____
Owner

Date: _____

Accepted:

By: John Gjersvik
Contractor

Date: 8/7/2026

Approved by Funding Agency (if applicable) _____

16d.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 4, 2026 (Cont'd 8/18)			SUBMITTED BY: Ashley Decker, HR Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Broker of Record for Insurance Brokerage Services

SYNOPSIS/BACKGROUND:

After a thorough search through our RFP process, we have selected a new broker of record (BOR) for the City of Bellevue to handle our employee benefit packages. This change will save the City and taxpayers money while providing an increase in the employee service experience.

FISCAL IMPACT: 50,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: HUB International Great Plains, LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 08/04/2026 CONTRACT TERM: Continuous (90 day notice terminable) 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 HUB International Great Plains, LLC Consulting Agreement

ATTACHMENTS:

1. Employee Benefits Fee for Services Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024



EMPLOYEE BENEFITS FEE FOR SERVICES AGREEMENT

THIS EMPLOYEE BENEFITS FEE FOR SERVICES AGREEMENT (this "Agreement"), effective as of the last date signed by the parties (the "Commencement Date"), is hereby entered into by and between the City of Bellevue, Nebraska (the "Client"), and HUB International Great Plains, LLC.

WHEREAS, the Client desires to engage HUB to perform certain services with respect to certain of the Client's employee benefits plans and related insurance coverages, if applicable; and

WHEREAS, HUB desires to perform such services for the Client, in each case in accordance with and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. HUB shall perform the insurance brokerage services set forth in the scope of services attached hereto as Exhibit A (collectively, the "Services"). For the avoidance of doubt, HUB shall have no obligation pursuant to this Agreement to perform any service for or with respect to any employee benefit plan other than medical, prescription drug, dental, vision, life and AD&D disability, EAP, HSA/FSA, critical illness, legal benefit, wellness program platform and wellness screening provider.

2. Employee Benefits Consulting Fee.

In consideration of the Services, the Client shall pay to HUB a fee in an amount equal to **$12,500.00** quarterly (the "Employee Benefits Consulting Fee").

The total Employee Benefits Consulting Fees for each quarter will be due and payable to HUB based on instructions HUB provides to the Client in the applicable invoice and by the deadline provided in such invoice, but in no event later than thirty (30) days following the date of such invoice.

The Client acknowledges that HUB reserves the right to reasonably adjust the Employee Benefits Consulting Fee upon notice to the Client in the event that the nature or extent of the Services changes.

The Client agrees to a multi-year agreement, and the Employee Benefits Consulting Fee for each Contract Year following the first Contract Year shall be determined in accordance with the fee escalator provisions set forth in Exhibit C attached hereto.

3. Independent Contractor. HUB shall perform the Services as an independent contractor. The parties intend to have an independent contractor relationship, and do not intend to have a relationship in the nature of an employer-employee, partnership, joint venture or agency.

4. Representations and Warranties. HUB represents and warrants that it has all necessary authority and approval to enter into this Agreement and that it will perform the Services in a professional manner in accordance with prevailing insurance brokerage industry standards. Except as otherwise provided for herein, all services performed pursuant to this Agreement, whether the services are performed by HUB or a third party, are performed on an "as is", "as available" basis without representation or warranty of any kind. HUB makes no express or implied representations or warranties with respect to such services, including without limitation any express or implied warranty of merchantability or fitness for a particular purpose or intended use.

5. Information Submission. The Client shall timely submit to HUB all information in the Client's control or possession that is necessary for HUB to perform the Services, and the Client is responsible for the accuracy and completeness of such information. Such information includes, but is not limited to, historical benefits plan documentation, plan census information or other information that HUB must provide to carriers, benefits vendors or other third parties for underwriting, marketing, quoting, servicing or other purposes. If HUB establishes a deadline by which the Client is required to provide certain information to HUB, the Client agrees to provide the information by that deadline, unless HUB agrees to an extension. The Client hereby consents to HUB sharing with third parties, whether engaged by HUB or the Client, information HUB receives from the Client as necessary or advisable to provide the Services or as otherwise requested by the Client. The Client shall be responsible for obtaining all individual consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit or view the information it submits or receives in connection with HUB's performance of the Services. The Client shall be responsible for retaining for its own use information that it delivers to, or receives from, HUB and for taking other precautions the Client deems necessary in the event that such information or other materials delivered to HUB are lost or destroyed.

6. Nature of Services; Plan Operation. The Client acknowledges that the Services are not of a legal nature and that HUB will in no event give, or be required to give, any legal or tax opinion or advice, or otherwise provide any legal or tax representation to the Client. The Client is responsible to procure its own legal or tax advice to the extent required or prudent for the Client to obtain the full benefit of the Services or otherwise. The Client acknowledges that HUB will in no event assume any responsibility or authority for or with respect to any of the following: the selection, design, funding or operation of any employee benefits plan or the compliance of any such plan with applicable plan documents or law; duties incumbent upon or required to be performed by a plan sponsor, plan administrator, fiduciary or "covered entity" under applicable law; funding claims for benefits under any employee benefits plan; or insuring or underwriting any liability to provide any benefit under any employee benefits plan. Without limiting the generality of the foregoing, the Client acknowledges that HUB is not a fiduciary with respect to any of the Client's employee benefits plans and that HUB has no discretion with respect to the management or administration, or control or authority over any assets, of the Client's employee benefits plans. All such discretion and control shall remain with the Client and other fiduciaries to the Client's employee benefits plans.

7. Non-Core Functions. From time to time, HUB may perform or provide, or arrange for the performance by third parties of, services that are not directly related to the Services, including the provision to the Client of sample documents or forms, whether or not related to those employee benefits plans identified on Exhibit A (collectively, the "Non-Core Functions"). HUB performs or arranges for the Non-Core Functions, if at all, as a courtesy to the Client and does not warrant the Non-Core Functions in any regard. Without limiting the generality of Section 6, the Client acknowledges that it is the Client's responsibility to ensure that the Non-Core Functions are performed, and that any template or sample document or form that is provided to the Client by HUB is utilized, properly and in accordance with applicable plan documents and law. The Client acknowledges and agrees that HUB shall have no liability arising out of or relating to the performance of the Non-Core Functions. Except as otherwise agreed to between the parties from time to time, HUB shall not be responsible to make payment on behalf of the Client to any third party for any of the Non-Core Functions.

8. Term and Termination. This term of this Agreement shall begin on the Commencement Date and continue in full force and effect unless earlier terminated in accordance with this Section. Either party may terminate this Agreement upon at least ninety (90) days advance written notice to the other party;

provided, however, that no such termination shall be effective prior to the first annual anniversary of the Commencement Date). In the event of termination of this Agreement for any reason, HUB's obligation to perform the Services shall terminate immediately.

9. Business Associate Agreement. In connection with the execution of this Agreement, the parties shall use good faith efforts to execute a Business Associate Agreement in substantially the same form as attached hereto as Exhibit B, unless (a) as of the Commencement Date, the parties have entered into an enforceable Business Associate Agreement (in which case such Business Associate Agreement shall continue in full force and effect in accordance with its terms) or (b) the parties determine that applicable law does not require that they enter into a Business Associate Agreement (and, for the avoidance of doubt, in either case, references in this Agreement to "Exhibit B" shall be disregarded).

10. LIMITATION OF LIABILITY. IN NO EVENT WILL A PARTY HERETO OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL) CAUSED BY ITS ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

11. Intellectual Property Rights. Nothing herein shall be construed to grant to the Client any intellectual property right in any insurance or insurance brokerage know-how, expertise, technique, methodology or strategy, or any form, template, source or similar documentation or program, that from time to time have been, is or may be utilized by HUB in connection with the operation of its business or the performance of the Services.

12. Governing Law; Venue. This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Nebraska. The parties consent to exclusive venue and personal jurisdiction of any federal court located in Nebraska or any state court located in Sarpy County, Nebraska.

13. Counterparts. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Entire Agreement. Except as provided in Section 9 and Exhibits A, B, and C attached hereto, this Agreement sets forth the entire agreement and understanding, and supersedes any and all prior or contemporaneous agreements and understandings, oral or written, between the parties regarding the subject matter hereof.

15. Notice. Unless otherwise agreed to by the parties, all notices required under this Agreement (except, for the avoidance of doubt, those ordinary course communications relating to product pricing, changes, etc.) will be deemed effective when received and made in writing by (a) registered mail, (b) certified mail, return receipt requested, or (c) a national overnight courier service, in each case sent to the applicable address set forth immediately below the applicable party's signature (or such other address as either party may designate in writing in accordance with this Section).

16. Amendments and Waivers. This Agreement may not be amended or waived except by an instrument in writing signed, in the case of an amendment, by an authorized representative of each party to

this Agreement or, in the case of a waiver, by the party against whom such waiver is to be effective. No course of conduct or failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any third party other than the parties hereto and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement.

18. Assignment. This Agreement, and the parties' rights and obligations hereunder, may not be assigned or assumed by another without the prior written consent of the other party; provided, however, that HUB's rights and obligations hereunder may be assigned to an affiliate of HUB without the consent of the Client. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their successors and permitted assigns.

19. Force Majeure. Neither of the parties shall be liable to the other for any failure to satisfy an obligation under this Agreement due to any cause beyond a party's reasonable control including, but not limited to, inclement weather, Acts of God, war, riot, terrorist acts, malicious acts of damage, civil commotion, industrial dispute, power failure or fire.

20. Severability. Each party agrees that all covenants and agreements set forth in this Agreement constitute a series of separate covenants and are severable. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Commencement Date.

HUB International Great Plains, LLC

By: _____

Name: Brett K Sesker
Title: Executive Vice President/Employee Benefit Practice Leader

By: _____

Name:
Title:

HUB address:

HUB International Great Plains, LLC
11516 Miracle Hills Drive, Suite 100
Omaha, NE 68154

Client address:

City of Bellevue
1500 Wall Street, Ste. 213
Bellevue, NE 68005

Attention: Scott Houghtaling, Risk Manager
(402) 293-3037 / Fax (402) 293-3081

For Notices, a copy (which will not constitute notice) shall be sent to:
HUB International Limited
c/o Legal Department
300 N. LaSalle St., 17th Floor
Chicago, IL 60654

With a copy to:
Department of Legal Services
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Exhibit A

HUB International Great Plains, LLC
SCOPE OF SERVICES

See attached.

Exhibit B

FORM OF BUSINESS ASSOCIATE AGREEMENT

See attached.

Exhibit C

FEE ESCALATOR PROVISION

This Exhibit C sets forth the fee escalator provision referenced in Section 2 of the Agreement and supplements the Multi-Year Fee Schedule set forth therein.

1. Definitions.

"Baseline" means (i) for renewals, the incumbent carrier's initial renewal quote before HUB's negotiation; or (ii) for vendor/carve-out changes (e.g., Rx, stop-loss), the documented cost of continuing the existing vendor arrangement unchanged, as agreed in writing before implementation.

"Cost-Shift Amount" means any cost reduction attributable to increased employee cost-sharing (deductibles, copays, coinsurance, contributions) or reduced benefits, whether standalone or bundled into a renewal or vendor change.

"Realized Savings" means Baseline minus actual cost for the Contract Year, net of implementation costs and any Cost-Shift Amount.

2. Cost-Shift Netting.

Where savings are bundled with a Cost-Shift Amount, HUB shall isolate and exclude the Cost-Shift Amount from its calculation of Realized Savings. Disputes over allocation are resolved under Section 5 of this Exhibit C.

3. Escalator.

For each Contract Year in which Realized Savings equal or exceed $25,000, HUB's fee for the following Contract Year shall increase by 10% over HUB's then-current fee (i.e., the fee in effect immediately prior to that increase). This escalator compounds — each qualifying increase applies to the fee as most recently escalated, not to the original base fee. If Realized Savings in a Contract Year are less than $25,000, no escalator applies for that year, and HUB's fee remains at its then-current level (it does not decrease). Escalators apply independently in each Contract Year based on that year's Realized Savings; a non-qualifying year does not forfeit future eligibility.

4. Documentation.

HUB shall provide the City a written report showing Baseline, actual cost, any Cost-Shift Amount excluded, and resulting Realized Savings, sufficient to support any escalator claimed under this Exhibit C. Timing and review procedures shall be agreed by the parties.

5. No Savings / Disputes.

If Realized Savings of at least $25,000 are not established for a Contract Year, no escalator applies and HUB's fee holds at its prior level (it never decreases under this Exhibit C). Disputes over whether Realized Savings were established, or their amount, are resolved by good-faith discussion between the parties.

6. Audit.

The Client may audit HUB's Baseline, savings, and Cost-Shift calculations at its own expense on reasonable notice.

16d.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 4, 2026 (Cont'd 8/18)			SUBMITTED BY: Ashley Decker, HR Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Broker of Record for Insurance Brokerage Services

SYNOPSIS/BACKGROUND:

After a thorough search through our RFP process, we have selected a new broker of record (BOR) for the City of Bellevue to handle our employee benefit packages. This change will save the City and taxpayers money while providing an increase in the employee service experience.

FISCAL IMPACT: 50,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: HUB International Great Plains, LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 08/04/2026 CONTRACT TERM: Continuous (90 day notice terminable) 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 HUB International Great Plains, LLC Consulting Agreement

ATTACHMENTS:

1. Employee Benefits Fee for Services Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024



EMPLOYEE BENEFITS FEE FOR SERVICES AGREEMENT

THIS EMPLOYEE BENEFITS FEE FOR SERVICES AGREEMENT (this "Agreement"), effective as of the last date signed by the parties (the "Commencement Date"), is hereby entered into by and between the City of Bellevue, Nebraska (the "Client"), and HUB International Great Plains, LLC.

WHEREAS, the Client desires to engage HUB to perform certain services with respect to certain of the Client's employee benefits plans and related insurance coverages, if applicable; and

WHEREAS, HUB desires to perform such services for the Client, in each case in accordance with and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. HUB shall perform the insurance brokerage services set forth in the scope of services attached hereto as Exhibit A (collectively, the "Services"). For the avoidance of doubt, HUB shall have no obligation pursuant to this Agreement to perform any service for or with respect to any employee benefit plan other than medical, prescription drug, dental, vision, life and AD&D disability, EAP, HSA/FSA, critical illness, legal benefit, wellness program platform and wellness screening provider.

2. Employee Benefits Consulting Fee.

In consideration of the Services, the Client shall pay to HUB a fee in an amount equal to **$12,500.00** quarterly (the "Employee Benefits Consulting Fee").

The total Employee Benefits Consulting Fees for each quarter will be due and payable to HUB based on instructions HUB provides to the Client in the applicable invoice and by the deadline provided in such invoice, but in no event later than thirty (30) days following the date of such invoice.

The Client acknowledges that HUB reserves the right to reasonably adjust the Employee Benefits Consulting Fee upon notice to the Client in the event that the nature or extent of the Services changes.

The Client agrees to a multi-year agreement, and the Employee Benefits Consulting Fee for each Contract Year following the first Contract Year shall be determined in accordance with the fee escalator provisions set forth in Exhibit C attached hereto.

3. Independent Contractor. HUB shall perform the Services as an independent contractor. The parties intend to have an independent contractor relationship, and do not intend to have a relationship in the nature of an employer-employee, partnership, joint venture or agency.

4. Representations and Warranties. HUB represents and warrants that it has all necessary authority and approval to enter into this Agreement and that it will perform the Services in a professional manner in accordance with prevailing insurance brokerage industry standards. Except as otherwise provided for herein, all services performed pursuant to this Agreement, whether the services are performed by HUB or a third party, are performed on an "as is", "as available" basis without representation or warranty of any kind. HUB makes no express or implied representations or warranties with respect to such services, including without limitation any express or implied warranty of merchantability or fitness for a particular purpose or intended use.

5. Information Submission. The Client shall timely submit to HUB all information in the Client's control or possession that is necessary for HUB to perform the Services, and the Client is responsible for the accuracy and completeness of such information. Such information includes, but is not limited to, historical benefits plan documentation, plan census information or other information that HUB must provide to carriers, benefits vendors or other third parties for underwriting, marketing, quoting, servicing or other purposes. If HUB establishes a deadline by which the Client is required to provide certain information to HUB, the Client agrees to provide the information by that deadline, unless HUB agrees to an extension. The Client hereby consents to HUB sharing with third parties, whether engaged by HUB or the Client, information HUB receives from the Client as necessary or advisable to provide the Services or as otherwise requested by the Client. The Client shall be responsible for obtaining all individual consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit or view the information it submits or receives in connection with HUB's performance of the Services. The Client shall be responsible for retaining for its own use information that it delivers to, or receives from, HUB and for taking other precautions the Client deems necessary in the event that such information or other materials delivered to HUB are lost or destroyed.

6. Nature of Services; Plan Operation. The Client acknowledges that the Services are not of a legal nature and that HUB will in no event give, or be required to give, any legal or tax opinion or advice, or otherwise provide any legal or tax representation to the Client. The Client is responsible to procure its own legal or tax advice to the extent required or prudent for the Client to obtain the full benefit of the Services or otherwise. The Client acknowledges that HUB will in no event assume any responsibility or authority for or with respect to any of the following: the selection, design, funding or operation of any employee benefits plan or the compliance of any such plan with applicable plan documents or law; duties incumbent upon or required to be performed by a plan sponsor, plan administrator, fiduciary or "covered entity" under applicable law; funding claims for benefits under any employee benefits plan; or insuring or underwriting any liability to provide any benefit under any employee benefits plan. Without limiting the generality of the foregoing, the Client acknowledges that HUB is not a fiduciary with respect to any of the Client's employee benefits plans and that HUB has no discretion with respect to the management or administration, or control or authority over any assets, of the Client's employee benefits plans. All such discretion and control shall remain with the Client and other fiduciaries to the Client's employee benefits plans.

7. Non-Core Functions. From time to time, HUB may perform or provide, or arrange for the performance by third parties of, services that are not directly related to the Services, including the provision to the Client of sample documents or forms, whether or not related to those employee benefits plans identified on Exhibit A (collectively, the "Non-Core Functions"). HUB performs or arranges for the Non-Core Functions, if at all, as a courtesy to the Client and does not warrant the Non-Core Functions in any regard. Without limiting the generality of Section 6, the Client acknowledges that it is the Client's responsibility to ensure that the Non-Core Functions are performed, and that any template or sample document or form that is provided to the Client by HUB is utilized, properly and in accordance with applicable plan documents and law. The Client acknowledges and agrees that HUB shall have no liability arising out of or relating to the performance of the Non-Core Functions. Except as otherwise agreed to between the parties from time to time, HUB shall not be responsible to make payment on behalf of the Client to any third party for any of the Non-Core Functions.

8. Term and Termination. This term of this Agreement shall begin on the Commencement Date and continue in full force and effect unless earlier terminated in accordance with this Section. Either party may terminate this Agreement upon at least ninety (90) days advance written notice to the other party;

provided, however, that no such termination shall be effective prior to the first annual anniversary of the Commencement Date). In the event of termination of this Agreement for any reason, HUB's obligation to perform the Services shall terminate immediately.

9. Business Associate Agreement. In connection with the execution of this Agreement, the parties shall use good faith efforts to execute a Business Associate Agreement in substantially the same form as attached hereto as Exhibit B, unless (a) as of the Commencement Date, the parties have entered into an enforceable Business Associate Agreement (in which case such Business Associate Agreement shall continue in full force and effect in accordance with its terms) or (b) the parties determine that applicable law does not require that they enter into a Business Associate Agreement (and, for the avoidance of doubt, in either case, references in this Agreement to "Exhibit B" shall be disregarded).

10. LIMITATION OF LIABILITY. IN NO EVENT WILL A PARTY HERETO OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL) CAUSED BY ITS ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

11. Intellectual Property Rights. Nothing herein shall be construed to grant to the Client any intellectual property right in any insurance or insurance brokerage know-how, expertise, technique, methodology or strategy, or any form, template, source or similar documentation or program, that from time to time have been, is or may be utilized by HUB in connection with the operation of its business or the performance of the Services.

12. Governing Law; Venue. This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Nebraska. The parties consent to exclusive venue and personal jurisdiction of any federal court located in Nebraska or any state court located in Sarpy County, Nebraska.

13. Counterparts. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Entire Agreement. Except as provided in Section 9 and Exhibits A, B, and C attached hereto, this Agreement sets forth the entire agreement and understanding, and supersedes any and all prior or contemporaneous agreements and understandings, oral or written, between the parties regarding the subject matter hereof.

15. Notice. Unless otherwise agreed to by the parties, all notices required under this Agreement (except, for the avoidance of doubt, those ordinary course communications relating to product pricing, changes, etc.) will be deemed effective when received and made in writing by (a) registered mail, (b) certified mail, return receipt requested, or (c) a national overnight courier service, in each case sent to the applicable address set forth immediately below the applicable party's signature (or such other address as either party may designate in writing in accordance with this Section).

16. Amendments and Waivers. This Agreement may not be amended or waived except by an instrument in writing signed, in the case of an amendment, by an authorized representative of each party to

this Agreement or, in the case of a waiver, by the party against whom such waiver is to be effective. No course of conduct or failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any third party other than the parties hereto and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement.

18. Assignment. This Agreement, and the parties' rights and obligations hereunder, may not be assigned or assumed by another without the prior written consent of the other party; provided, however, that HUB's rights and obligations hereunder may be assigned to an affiliate of HUB without the consent of the Client. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their successors and permitted assigns.

19. Force Majeure. Neither of the parties shall be liable to the other for any failure to satisfy an obligation under this Agreement due to any cause beyond a party's reasonable control including, but not limited to, inclement weather, Acts of God, war, riot, terrorist acts, malicious acts of damage, civil commotion, industrial dispute, power failure or fire.

20. Severability. Each party agrees that all covenants and agreements set forth in this Agreement constitute a series of separate covenants and are severable. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Commencement Date.

HUB International Great Plains, LLC

By: _____

Name: Brett K Sesker
Title: Executive Vice President/Employee Benefit Practice Leader

By: _____

Name:
Title:

HUB address:

HUB International Great Plains, LLC
11516 Miracle Hills Drive, Suite 100
Omaha, NE 68154

Client address:

City of Bellevue
1500 Wall Street, Ste. 213
Bellevue, NE 68005

Attention: Scott Houghtaling, Risk Manager
(402) 293-3037 / Fax (402) 293-3081

For Notices, a copy (which will not constitute notice) shall be sent to:
HUB International Limited
c/o Legal Department
300 N. LaSalle St., 17th Floor
Chicago, IL 60654

With a copy to:
Department of Legal Services
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Exhibit A

HUB International Great Plains, LLC
SCOPE OF SERVICES

See attached.

Exhibit B

FORM OF BUSINESS ASSOCIATE AGREEMENT

See attached.

Exhibit C

FEE ESCALATOR PROVISION

This Exhibit C sets forth the fee escalator provision referenced in Section 2 of the Agreement and supplements the Multi-Year Fee Schedule set forth therein.

1. Definitions.

"Baseline" means (i) for renewals, the incumbent carrier's initial renewal quote before HUB's negotiation; or (ii) for vendor/carve-out changes (e.g., Rx, stop-loss), the documented cost of continuing the existing vendor arrangement unchanged, as agreed in writing before implementation.

"Cost-Shift Amount" means any cost reduction attributable to increased employee cost-sharing (deductibles, copays, coinsurance, contributions) or reduced benefits, whether standalone or bundled into a renewal or vendor change.

"Realized Savings" means Baseline minus actual cost for the Contract Year, net of implementation costs and any Cost-Shift Amount.

2. Cost-Shift Netting.

Where savings are bundled with a Cost-Shift Amount, HUB shall isolate and exclude the Cost-Shift Amount from its calculation of Realized Savings. Disputes over allocation are resolved under Section 5 of this Exhibit C.

3. Escalator.

For each Contract Year in which Realized Savings equal or exceed $25,000, HUB's fee for the following Contract Year shall increase by 10% over HUB's then-current fee (i.e., the fee in effect immediately prior to that increase). This escalator compounds — each qualifying increase applies to the fee as most recently escalated, not to the original base fee. If Realized Savings in a Contract Year are less than $25,000, no escalator applies for that year, and HUB's fee remains at its then-current level (it does not decrease). Escalators apply independently in each Contract Year based on that year's Realized Savings; a non-qualifying year does not forfeit future eligibility.

4. Documentation.

HUB shall provide the City a written report showing Baseline, actual cost, any Cost-Shift Amount excluded, and resulting Realized Savings, sufficient to support any escalator claimed under this Exhibit C. Timing and review procedures shall be agreed by the parties.

5. No Savings / Disputes.

If Realized Savings of at least $25,000 are not established for a Contract Year, no escalator applies and HUB's fee holds at its prior level (it never decreases under this Exhibit C). Disputes over whether Realized Savings were established, or their amount, are resolved by good-faith discussion between the parties.

6. Audit.

The Client may audit HUB's Baseline, savings, and Cost-Shift calculations at its own expense on reasonable notice.

16e.
8/18/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/16/2025			SUBMITTED BY: Ashley Decker, HR Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Annual renewal workplace harassment training agreement.

SYNOPSIS/BACKGROUND:

We have used Traliant as our training provider for several years and are looking to extend our contract service with them for another year. Harassment prevention training is provided to all full-time employees.

FISCAL IMPACT:: 5,890 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	Yes	COUNTER-PARTY:	Traliant Operating LLC	INTERLOCAL AGREEMENT:	No
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:	09/02/2026	CONTRACT TERM:	1 year	CONTRACT END DATE:	09/01/2027
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:		INSURANCE REQUIRED:	
CIP PROJECT NAME:		CIP PROJECT NAME:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve one-year service agreement

ATTACHMENTS:

1. Traliant Order Form	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

traliant

Order Form

This Services Agreement ("**Agreement**"), by and between Traliant Operating, LLC, a Delaware limited liability company located at 169 Madison Ave., #2429, New York, NY 10016 ("**Traliant**"), and City of Bellevue, located at 1500 Wall St, Bellevue, NE, US, 68005 ("**Client**"), is effective as of Aug 11, 2026 ("**Effective Date**") and governs Client's access to and use of Traliant's compliance training, tools and compliance services (collectively referred to as "**Services**"). Traliant and Client shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

Client Name: City of Bellevue
Order Term: 1 Year, beginning on Sep 2, 2026.
Hosting: Traliant Hosted

Billing Address:
1500 Wall St
Bellevue, NE 68005

Shipping Address:
1500 Wall St
Bellevue, NE 68005

Products

Online Courses	# Learners	Price / Learner	Year 1 Cost
Preventing Workplace Harassment	380	$15.50	$5,890.00

Total Annual Investment

Year	Year 1
Term	Sep 2, 2026 - Sep 1, 2027
License Fees	$5,890.00
Total Annual Investment	$5,890.00

*Client may purchase additional Authorized Learners during the initial term at the annual cost per learner listed above for each year, invoiced by Traliant.

The Annual Investment Includes:

- Course implementation and setup
- Traliant's Standard Customizations: a customized introduction for each course purchased; adding your logo on each slide of the courses; embedding your policies in the courses
- Customized Certificate with Client's logo
- Accessible course versions built to the WCAG 2.1 AA Success Criteria
- Legal updates to the course content
- Annual refreshes to the course content (with multiyear agreements)
- Ongoing support from a Customer Success Manager and Traliant's Support Team
- Customization of applicable elements of client's Workplace Violence Prevention Plan (WVPP)
- Hosting on the Traliant Learning Center (TLC)
- SSO
-

This Agreement is subject to Terms and Conditions found at: https://www.traliant.com/smb-terms-and-conditions/

5. Order and Renewal Terms. Each Order shall set forth the applicable initial Order Term. The initial Order Term, and each subsequent renewal term ("Renewal Term"), shall automatically renew for successive Renewal Terms of equal

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duration to the initial Order Term (e.g., a one (1) year initial Order Term shall renew for successive one (1) year Renewal Terms; a two (2) year initial Order Term shall renew for successive two (2) year Renewal Terms), unless either Party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.
(i) Renewal Pricing and Fee Adjustment. Fees for each Renewal Term shall increase by five percent (5%) over the fees in effect during the immediately preceding term.

Except as otherwise specifically modified by this Order, all other terms and conditions of the Agreement dated on Aug 11, 2026 shall remain unchanged and in full force and effect.
Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed as an original, and all of which together, shall constitute one and the same agreement. Signatures sent by email (including scanned images of signatures forwarded by email) shall have the same binding effect as the original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Traliant		**City of Bellevue**	
Signature:	Katie Phelps Katie Phelps (Aug 11, 2026 12:53:20 EDT)	Signature:	
Name:	Katie Phelps	Name:	
Title:	Director of Customer Success	Title:	
Date:	08/11/2026	Date:	