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

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers and 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. * Approval of the September 15, 2026 City Council Minutes.
        2. * Acknowledge receipt of the September 24, 2026 Planning Commission Minutes.
6. APPROVAL OF CLAIMS - October 6, 2026
7. SPECIAL PRESENTATIONS:
    a. Badge Presentation/Pinning and Oath of Office for Firefighter Candidates and Promotions for Fire Captains and Battalion Chief. (Chief Perry)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
    a. Ordinance No. 4222: An ordinance to amend the City Code relating to agenda submission and Administrative review. (Councilman Burns)
    b. Ordinance No. 4225: Compensation Ordinance Update (Human Resources)
    c. Ordinance No. 4226: An ordinance to amend Chapter 12, of the Bellevue Municipal Code by amending Article IV, Sections 12-60; regarding fireworks. (Councilman Casey)
    d. Ordinance No. 4229: An ordinance to amend Chapter 16, of the Bellevue Municipal Code by amending Article II, Sections 16-23; regarding Library Advisory Board. (Library Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
    a. Ordinance No. 4230: Request to amend Sections 2.19 and 5.28, City of Bellevue Zoning Ordinance, to add a definition of "pipeline transfer facility," and to allow non-public entities to access and transfer commodities through existing infrastructure within the MH Zoning district as a permitted use. Applicant: POET Biocarbon. (Planning Director)
    b. Ordinance No. 4232: An ordinance to Amend Chapter 21, of the Bellevue Municipal Code by amending Article III, Sections 21-39 to 21-41 regarding the Museum Board. (Administration)
    c. Ordinance No. 4233: Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries. Applicant: City of Bellevue. (Planning Director)
    d. Ordinance No. 4234: An ordinance to create Improvement District #26-08 providing for improvements in the Entertainment District. (Public Works Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
    a. Ordinance No. 4233: Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying

outside the city limits but within the City's two-mile zoning jurisdiction boundaries. Applicant: City of Bellevue. (Planning Director)

b. Ordinance No. 4234: An ordinance to create Improvement District #26-08 providing for improvements in the Entertainment District. (Public Works Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 25, 2026 from 3:30 p.m. – 6:30 p.m. in Olde Towne on portions for Mission Avenue and Franklin Street between Erwin's Jewelry and Washington Park. (City Clerk)

15. RESOLUTIONS:

a. Resolution No. 2026-21: Resolution authorizing the use of digital-on-premise keno tickets through Advanced Gaming Technologies, Inc.'s approved mobile application and approving the commingling of player account funds from the City and participating sponsoring communities into a single fund. (Administration)

16. CURRENT BUSINESS:

a. * Approve the list of applications for waiver of hunting regulations as reviewed and approved by Sgt. Don Pleiss. (City Clerk)

b. Approve and authorize the Mayor to sign HUD Form 7015.15 — Request for Release of Funds for the Bellevue Library Renovation Enhancement Project, in an amount not to exceed $1,729,655.00 and to submit to HUD. (Finance Director/CDBG Program Specialist)

c. Approve the Environmental Review Record for the Wilshire Project and authorize submission to HUD. (Finance Director/CDBG Program Specialist)

d. Approve and authorize the Mayor to sign the Interlocal Agreement with Midwest High Intensity Drug Trafficking Area (HIDTA) to continue participation in the Metro Drug Task Force to extend and amend the current Interlocal Agreement, expiring 5 years from date of approval. (Police Lt. Nick Greiner)

e. Approve and authorize the Mayor to sign the Agreement and accept the bid with Ronco Construction for Phase 2 of the construction contract for BPD Firing Range and Training Building and associated work, in an amount not to exceed $2,102,941.00 (2026-2027 CIP). (Police Chief)

f. Approve and authorize the Mayor to sign this Change Order of -$10,033.81, which is a decrease in the original estimated cost. Approve final payment application from Judds Brothers Construction on the Bluff Street Lift Station Rehabilitation Project, in an amount not to exceed $49,019.40, Approve Bluff Street Lift Station Rehabilitation Project as substantially complete and accept final project quantities, for a total cost of $786,637.19. (Public Works Director)

g. Approve and authorize the Mayor to sign this Change Order of -$59,573.08, which is a decrease in the original estimated cost, Approve final payment application from Heimes Corp. on the Haworth Park Sanitary Improvement Project, in an amount not to exceed $183,061.60, Approve Haworth Park Sanitary Improvements Project as substantially complete and accept final project quantities, for a total cost of $2,288,459.02. (Public Works Director)

h. Approve and authorize the Mayor to sign the Addendum Agreement with SAM Managed Geospatial Services for MS4 Stormsewer System Mapping for Phase 2, in an amount not to exceed $195,000.00 (2026-2027 CIP) (Public Works Director)

i. Approve and authorize the Mayor to sign a 5-year Service Agreement with Stryker for annual preventive maintenance ending October 2031, in an amount not to exceed $884,840.56. (Fire Chief Guido)

j. Approve and authorize the Mayor to sign the Lobbying Agreement with the United Cities of Sarpy County beginning October 1, 2026 continuing through September 30, 2029, in an amount not to exceed $12,000.00. (Administration)

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

18. CLOSED SESSION:
19. ADJOURNMENT

MINUTE RECORD

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 September 15, 2026 at 6:00 p.m. Present were Council Members Rich Casey, Don Preister, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: Kathy Welch.

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 Don Torbett, Avery Presbyterian, 1910 Avery Road East, provided the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on the rear wall of the City Council Chambers and copies are located on table outside of the chambers.

APPROVAL OF THE AGENDA:

Motion was made by McCaw, seconded by Collins, to amend the agenda by moving item 14a. Request to approve the 2027-2032 Capital Improvement Plan (CIP) before item 13a. Ordinance No. 4224: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill.

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

Motion was made by McCaw, seconded by Casey, to approve the agenda as amended.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Casey, seconded by Preister, to approve the consent agenda consisting of the following item: Acknowledge receipt of the August 11, 2026 Tree Board Minutes; Acknowledge receipt of August 27, 2026 Planning Commission Minutes; Approval of the September 1, 2026 Board of Equalization Meeting; Approval of the September 1, 2026 City Council Minutes; Recommend the appointment of Rich Severson as the City Treasurer, effective immediately; and Recommend the appointment of Diane Bruce to the Inland Port Authority Board of Directors to fill the remaining term of Steve Knutson, ending October 1, 2026.

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

APPROVAL OF CLAIMS:

Motion was made by Preister, seconded by McCaw, to approve September 15, 2026 Claims. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

Request to approve the 2027-2032 Capital Improvement Plan (CIP). (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.

Mayor Hike declared the public hearing closed.

Motion was made by Preister, seconded by Collins, to approve the 2027-2032 Capital Improvement Plan (CIP). Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

ORDINANCES FOR ADOPTION: (3rd Reading):

Ordinance No. 4224: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill. (Budget Committee)

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 was read for the third and final time.

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

Resolution 2026-17: A resolution to set the 2026-2027 property tax levy.

Motion was made by Casey, seconded by Collins, to approve Resolution 2026-17: A resolution to set the 2026-2027 property tax levy. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (2nd Reading):

Ordinance No. 4225: Compensation Ordinance Update (Human Resources)

Ordinance No. 4225: 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. 4225; and providing an effective date was read for 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 October 6, 2026.

Ordinance No. 4226: An ordinance to amend Chapter 12, of the Bellevue Municipal Code by amending Article IV, Sections 12-60; regarding fireworks. (Councilman Casey)

Ordinance No. 4226: An ordinance to amend Chapter 12 of the Bellevue Municipal Code by amending Article IV, Sections 12-60; regarding fireworks and to provide an effective date was read for the second time and a public hearing was held.

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

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 October 6, 2026.

Ordinance No. 4229: An ordinance to amend Chapter 16, of the Bellevue Municipal Code by amending Article II, Sections 16-23; regarding Library Advisory Board. (City Clerk)

Ordinance No. 4229: An ordinance to amend Chapter 16, of the Bellevue Municipal Code by amending Article II, Sections 16-23, regarding Library Advisory Board and to provide an effective date was read for the second time and a public hearing was held.

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

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 October 6, 2026.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4230: Request to amend Sections 2.19 and 5.28, City of Bellevue Zoning Ordinance, to add a definition of "pipeline transfer facility," and to allow non-public entities to access and transfer commodities through existing infrastructure within the MH Zoning district as a permitted use. Applicant: POET Biocarbon. (Planning Director)

Ordinance No. 4230: An ordinance to amend Sections 2.19 and 5.28, Ordinance No. 4146, Bellevue Zoning Ordinance, relating to definitions and permitted uses in the MH Heavy Manufacturing District; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form was read for the first time by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on October 6, 2026.

Ordinance No. 4231: Issuance of bonds for the continued construction of the Bellevue City Water Park, in an amount not to exceed $50,000,000.00 (Community & Economic Development Director/Finance Director)

Ordinance No. 4231: An ordinance authorizing the issuance of tax supported Municipal Improvement Bonds of the City of Bellevue, Nebraska, in the principal amount of not to exceed $50,000,000.00 in one or more series for the purpose of paying the costs of certain capital improvements to be owned by the city; prescribing the form of said bonds; pledging funds to be received from a sales and use tax and property tax for the payment of said bonds; providing for the levy and collection of said taxes to pay the same; providing for the sale of the bonds; authorizing the delivery of the bonds to the purchaser; providing for the disposition of bond proceeds; authorizing a policy of bond insurance; delegating certain authority to officers of the city; and ordering the ordinance published in pamphlet or electronic form was read by title only for the first time.

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

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

Mr. Kevin Pflager, 1615 Bellevue Boulevard North, requested clarification on what the $50,000,000.00 will be used on and questioned the waiver of the three readings. He requested the public hearing be held in two weeks.

Ms. Sarah Lash, 1709 Childs Road East, mentioned she just became aware of the request for a $50,000.000.00 bond. She believes a request for the waiver of three readings is unfair to the citizens as it has not been made publicly available. She believes the residents in Bellevue's property tax will be increased and place a burden on the citizens without receiving their input. She would like the Council to reconsider the waiver of the three readings.

Ms. Abigal Mares, 4 Bonner Lane, Offutt AFB, feels there is a conflict of interest within the water park. She feels $110,000,000.00 and the involvement with Mattel is concerning. She doesn't feel the request to waive the three readings is fair to the citizens when the citizens do not have the knowledge.

Mr. Angelo Frangoulis, 900 Calmar Circle, he mentioned he just found out about the bond today on Facebook. He has not been able to find any other information on the meeting. He has concerns with the bond payment coming out of the property tax. He questioned if there is any other way to pay for the water park without going after the taxpayers.

Ms. Julie Faust, 1907 Main Street, questioned why the request was made to waive the three readings. She requested the Council to reconsider waiver of the three readings.

Mr. John Splitter, 1508 Camp Gifford Road, commented he understands the economic development of the water park. He stated he feels the proper procedure would be to have the three readings as the citizens deserve transparency.

Ms. Abigal Mares, 4 Bonner Lane, Offutt AFB, stated she researched the cost of water parks. The typical average is $20,000,000 to $70,000,000. She questioned how the cost of $110,000,000 was determined for this water park. She has issues with Mattel requesting a state-of-the-art building at the city's cost.

Mayor Hike explained the project is not being paid by property tax. The whole project is designed to kick off the entertainment district. It is designed to reduce property tax by bringing in additional revenue from outside sources. The sales tax will be used, and the state is in the Good Life District, the state gives half of the 5.5 sales tax back because it is in the transformational district. The intention is to lower property taxes, not raise them.

Mr. Harrison Johnson, Economic and Development Director, addressed the increases in cost. He explained this is primarily driven by construction inflation. He stated the original construction estimates were received post pandemic. There has been roughly a 28% increase in construction materials alone. The revenue projections, on the amount of money the water park revenue will bring in and is expected to have strong financial performance. Mr. Johnson advised the Good Life District, and the entire project is designed to

increase Bellevue's economic sustainability by increasing commerce and revenue. The economic base and revenue will assist in lowering property tax. It is estimated the water park will bring in 600,000 visitors a year, this is just for the water park, not the Entertainment District. This area has never been developed before. There are costs associated with water lines and gas lines and the relocation of a gas transmission line.
Mr. Johnson explained the city is the owner of the water park and there is a management contract with American Resort Management (ARM). Mattel does not have any ownership of the water park. Mattel has an agreement with the city and ARM to provide attractions at the water park. He explained there will be revenue from half of the state sales tax and revenue from not just the water park, but property and occupation tax. There are huge benefits the city will receive. Discussion followed on revenue the city will receive when they sell ground.

Mr. Rich Severson, Finance Director, explained as far as property taxes go, the budget for next year nor this year's actuals required any property tax pay to pay for any of the water park. The idea is once the water park is up and running it will generate funds that could go to reduce the property taxes. An increase in property taxes isn't contemplated at all in the business case or forecast in next year's budget. He explained as far as the timing, he usually waits to go out for bonds, he does not like to pay interest on money that is sitting idle. He tries to forecast, as close as he can, to the time the money will be put to use. Since this was placed on the agenda last Wednesday, there has been a change in interest rates.

Mr. Cody Wickham, D.A. Davidson, 450 Regency Parkway #400, was present as the Bond Underwriter for the city. He explained when they make a request to waive the three-reading rule, it's due to refinancing bonds to capture lower interest rates. This bond is a little different as it is a new money issuance. In the past three weeks, interest rates have gone up by 37 basis points. With the interest rates, you could see over $794,000 in interest expense, with another increase in December. The city has one of the highest bond ratings a municipality can have.

Mr. Severson mentioned the ordinance gives the authority to go out for $50,000,000.00. The next bond issue is $40,000,000.00. He does not want to go for the whole amount, if only $40,000,000.00 is needed. He advised towards the end of the project, if the rest is needed, it is there and authorized.

Councilman Preister requested clarification on the previous amount approved. Mr. Severson replied $60,000,000.00.

Councilman Preister mentioned that was authorizing and this is allowing this to take place. He requested clarification on the process. Mr. Severson explained the original request for $60,000,000.00 was believed to be adequate. There were serious inflation costs in the materials, as Mr. Johnson previously explained. Discussion followed.

Mayor Hike questioned the city attorney if it is out of the ordinary for other cities to request the waiver of the three readings.

City Attorney Aimee Bataillon replied no, stating it is a common misperception that the waiver of the three-rule requirement is a devilish scheme. Nebraska State Statute Section 16-404 allows the City Council, three-fourths of its members to suspend the rule and waive the three readings, hold the public hearing, and vote in the same meeting. It is common practice among City Councils in different cities and other first-class cities.

Mr. Johnson stated with infrastructure costs and material costs, it is important to remember with making land developable, private dollars follow public dollars. It is important for municipalities to provide areas for commercial growth to happen. This is revenue generator for the city. Discussion followed.

Councilman Burns commented he understands the project cost will be $110,000,000.00. He stated the agenda comes out on Wednesday, and the meetings are on Tuesdays. He feels the request for the waiver of three readings is fast. He feels it would be helpful to provide information on what the first $60,000,000.00 was used for, along with providing a breakdown of the items.

Mr. Johnson explained the major driver is concrete, being 20% of the cost. There are also fiber glass slides. There is also structural steel and mass grading, along with the relocation of a gas transmission line, and road construction. Councilman Burns requested a document made indicating the breakdown of the items.

Councilman Burns questioned how close the project is to completion. Mr. Johnson explained what details are involved in the construction management contract. He stated a mid-to-late grand opening date is anticipated for next year. The construction management contract ends of December of next year.

Councilman Burns inquired what agreement the city has with Mattel. Mr. Johnson explained it is basically a franchise agreement. The city paid $250,000.00 for the contract. The city has the opportunity to use a global brand for the water park.

Discussion followed on the projected revenue and the economic development.

Councilwoman Collins questioned if there is any anticipated change orders in the construction project. Mr. Johnson stated he does not think so. Discussion followed on the construction management contract.

Councilwoman Collins mentioned even though the city's taxes haven't gone up, other entities taxes have. With the bond, is there any projection the property tax will go up. Mr. Severson responded no. He explained the project is separate and funded by the bonds. Once the development opens, the revenue is expected to pay for all the bonds.

Councilwoman Collins questioned when the last time the city's sales tax was increased. Mr. Severson advised it has been years, the city doesn't have the additional sales tax, just 1.5%.

Councilwoman Collins questioned by laying it over to October 20th, this would cost more in interest alone. Mr. Cody Wickham explained that in the last three weeks there has been a 37% movement. Conversation ensued.

Councilman Preister commented the anchor is the water park in the development. There will be two hotels paying property tax, room charges, occupation tax, and sales tax. This will be revenue to pay the bonds, there is no raise in sales tax, nor is the property tax identified to pay for the bonds. Discussion followed.

Mr. Johnson stated the change in the Nebraska law for the Good Life District is the key to this project. This is money the city was never able to receive and now will receive half of it. Conversation followed.

Councilman Preister made statement to the public regarding the development and explained the benefits of the development and the revenue that will be generated.

Mr. Johnson mentioned he is available for appointments and discussions.

Mayor Hike mentioned the tax base will increase offsetting residential tax base. Numerous jobs will be generated from this development. Mr. Johnson stated the water park itself will employee roughly 200 employees.

Ms. Sarah Lash, 1709 Childs Road East, commented the property tax and sales tax are mentioned as a basis in the title of the ordinance, and that is concerning. This development is not in the Bellevue School District and does not benefit the schools. If this does not fall on the taxpayers, what is the real harm in waiting and not to waive the three readings.

Ms. Abigal Mares, 4 Bonner Lane, Offutt AFB, thanked Council Members Burn, Collins, and Preister for their questions and input. She believes the public should have more time, and this ordinance should not be rushed if it is such a huge investment.

Mr. Zakary Kerr, 601 N. 4th Street, commented he isn't sure what impact this development will have on Bellevue as a small city. He feels the request to waive the three readings does not allow enough time to gather information to ask questions. He requested the waiver not occur to allow citizens more time to review the request.

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

Mayor Hike declared the public hearing closed.

Motion was made by Casey, seconded by McCaw, to approve Ordinance No. 4231: Ordinance No. 4231: An ordinance authorizing the issuance of tax supported Municipal Improvement Bonds of the City of Bellevue, Nebraska, in the principal amount of not to exceed $50,000,000 in one or more series for the purpose of paying the costs of certain capital improvements to be owned by the city; prescribing the form of said bonds; pledging funds to be received from a sales and use tax and property tax for the payment of said bonds; providing for the levy and collection of said taxes to pay the same; providing for the sale of the bonds; authorizing the delivery of the bonds to the purchaser; providing for the disposition of bond proceeds; authorizing a policy of bond insurance; delegating certain authority to officers of the city; and ordering the ordinance published in pamphlet or electronic form. Roll call to approve the motion was as follows: Preister, Casey, Burns, and McCaw voted yes; voting no: Collins; abstain; none; absent: Welch. Motion carried.

Ordinance No. 4232: Ordinance No. 4232: An ordinance to Amend Chapter 21, of the Bellevue Municipal Code by amending Article III, Sections 21-39 to 21-41 regarding the Museum Board. (Administration)

Ordinance No. 4232 An ordinance to Amend Chapter 21, of the Bellevue Municipal Code by amending Article III, Sections 21-39 to 21-41 regarding the Museum Board and to provide for 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 October 6, 2026.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approval of a Special Fireworks Display Permit for Midwest Fireworks for a fireworks display at Bellevue East Homecoming, 1401 High School Drive, on Thursday, September 17, 2026 beginning at

approximately 9:30 p.m. (Rain date - Friday - September 18, 2026 - (9:30 p.m.) (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

Motion was made by McCaw, seconded by Casey, to approve a Special Fireworks Display Permit for Midwest Fireworks for a fireworks display at Bellevue East Homecoming, 1401 High School Drive, on Thursday, September 17, 2026, beginning at approximately 9:30 p.m. (Rain date - Friday - September 18, 2026 - (9:30 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. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve Event Application for the Wing Morale Run at Bellevue South Trail, on Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m. (City Clerk) (**Applicant requested the item be removed)**

Approve Event License Application for Scouting America at American Heroes Park to be held Saturday, September 26 from 4:00 p.m. to 6:00 p.m. (City Clerk)

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

Mr. Blake James, 1806 Hancock Street, Scouting America, was present for any questions.

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

Mayor Hike declared the public hearing closed.

Motion was made by Collins, seconded by Preister, to approve Event License Application for Scouting America at American Heroes Park to be held Saturday, September 26, 2026 from 4:00 p.m. to 6:00 p.m. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

RESOLUTIONS:

Resolution No. 2026-18: A resolution to preserve the City's flexibility in financing capital improvements. (Finance Director)

Motion was made by Casey, seconded by McCaw, to approve Resolution No. 2026-18: A resolution to preserve the City's flexibility in financing capital improvements. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Resolution 2026-19: Request approval to operate a satellite keno location at the business operated by The Donkey Barn dba "The Donkey Barn" at 2902 Samson Way, Bellevue, NE and authorize the Mayor to sign. (City Clerk)

Motion was made by Collins, seconded by McCaw, to approve Resolution 2026-19: Request approval to operate a satellite keno location at the business operated by The Donkey Barn dba "The Donkey Barn" at 2902 Samson Way, Bellevue, NE and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Resolution 2026-20: Request approval to operate a satellite keno location at the business operated by Hey Babe's Inc. dba "Babe's" at 512 Galvin Road S., Bellevue, NE and authorize the Mayor to sign. (City Clerk)

Motion was made by Collins, seconded by Preister, to approve Resolution 2026-20: Request approval to operate a satellite keno location at the business operated by Hey Babe's Inc. dba "Babe's" at 512 Galvin Road S., Bellevue, NE and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Agreement and execute the Notice of Award with Valley Corporation on the Whitted Creek Stream Rehabilitation Project, in an amount not to exceed $3,894,289.77. (Public Works Director)

Motion was made by Casey, seconded by Preister, to approve and authorize the Mayor to sign the Agreement and execute the Notice of Award with Valley Corporation on the Whitted Creek Stream

Rehabilitation Project, in an amount not to exceed $3,894,289.77. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign Amendment #2 with HDR for the Landings Lift Station Project, in an amount not to exceed $83,900.00 (Total for completion of design $325,520.00). (Public Works Director)

Motion was made by Preister, seconded by Collins, to approve and authorize the Mayor to sign Amendment #2 with HDR for the Landings Lift Station Project, in an amount not to exceed $83,900.00 (Total for completion of design $325,520.00). Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign Amendment #1 to the Engineering Agreement with Jacobs Engineering Group for design services on the Whitted Creek Stream Rehabilitation Project, in an amount not to exceed $179,580.00. (Public Works Director)

Motion was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign Amendment #1 to the Engineering Agreement with Jacobs Engineering Group for design services on the Whitted Creek Stream Rehabilitation Project, in an amount not to exceed $179,580.00. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign Change Order #5 with Vrana Civil to install a storm ditch and construct RIPRAP for the Bellevue Entertainment District, in an amount not to exceed $12,645.00. (Public Work Director)

Motion was made by Casey, seconded by Preister, to approve and authorize the Mayor to sign Change Order #5 with Vrana Civil to install a storm ditch and construct RIPRAP for the Bellevue Entertainment District, in an amount not to exceed $12,645.00. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign the Second Amendment to the Cost Reimbursement Research Subaward Agreement for the extension of the grant period to September 30, 2027, in an amount not to exceed $140,000.00. (CDBG Program Specialist/Public Works Director)

Motion was made by Collins, seconded by Preister, to approve and authorize the Mayor to sign the Second Amendment to the Cost Reimbursement Research Subaward Agreement for the extension of the grant period to September 30, 2027, in an amount not to exceed $140,000.00. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Accept the Proposal with Gallagher to renew the City's Property Casualty Insurance for the 2026 Renewal Premium, in an amount not to exceed $950,475.00. (Risk Manager)

Motion was made by Preister, seconded McCaw, by to accept the Proposal with Gallagher to renew the City's Property Casualty Insurance for the 2026 Renewal Premium, in an amount not to exceed $950,475.00.

Mr. Scott Houghtaling, Risk Manager, explained recently the City Council approved Gallagher as the Broker of Record for the city's casualty insurance.

Mr. Joe Halstrom, 1310 Red Oak Ct, Fort Collins, CO, representative for Gallager, provided an explanation on the renewal and cost saved by the city.

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

Approve and authorize the Mayor to sign the Collective Bargaining Agreement with the Civilian Employees Association of Bellevue (CEAB) for a two-year term, October 1, 2026 through September 30, 2028. (Administration)

Motion was made by Collins, seconded McCaw, to approve and authorize the Mayor to sign the Collective Bargaining Agreement with the Civilian Employees Association of Bellevue (CEAB) for a two-year term, October 1, 2026 through September 30, 2028. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign the Collective Bargaining Agreement with the International Association of Firefighters Local 4906 (IAFF) for the term of October 1, 2026 through September 30, 2028. (Administration/HR Director)

MINUTE RECORD

Motion was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Collective Bargaining Agreement with the International Association of Firefighters Local 4906 (IAFF) for the term of October 1, 2026 through September 30, 2028. Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve the revised Bellevue Public Library Policy Manual. (Library Director)

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

ADMINISTRATION REPORTS:

Comments must be limited to items on the current Reports **(August report is attached)**

CLOSED SESSION: NONE

ADJOURNMENT:

There being no further business coming before the Council at this time, on motion by Collins, seconded by McCaw, the meeting was adjourned at 7:42 p.m.

Roll call vote to approve the motion was as follows: Casey, Preister, Burns, Collins, and McCaw, voted yes; voting no: none; abstain: none; absent: Welch. 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 September 15, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

The Bellevue Planning Commission held a regular meeting on Thursday, September 24, 2026, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Ackley, Burmeister, Hankins, Yoder, Lasenburg, and Aerni. Absent were Commissioners Herall, Taylor-Jones, and Bennett. Also present was Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

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

Hankins announced a copy of the Open Meetings Act is posted on the rear wall of the City Council Chambers, and also on the information table just outside the Chambers.

Motion was made by Ackley, seconded by Lasenburg, to approve the minutes of the August 27, 2026, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

Lisa Taylor-Jones entered the City Council Chambers at 6:02 p.m.

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to approve the Redevelopment Plan for Lot 2, Compass Hill, and Lot 21A, Old Orchard Place. Applicant: Excel Development Group.

Hankins asked staff for updates. Palm stated there were no updates and gave a brief summary of the request. Palm explained the request is for a Tax Increment Financing (TIF) proposal for Orchard Place. The proposed development encompasses approximately 15 acres and would include approximately 140 mixed-income residential dwelling units. The estimated valuation upon buildout is approximately $29 million. The redevelopment plan identifies approximately $9.1 million in eligible TIF redevelopment costs, with the applicant requesting approximately $5.4 million in TIF to fund those expenses. Palm remarked the area would be a great example of infill development and that the proposal conforms with the Comprehensive Plan and the Future Land Use Map. She stated the project would be a great opportunity to provide housing in an area where there is a need for additional housing. As such, staff recommends approval of the request. Palm noted the staff memo identified a slight proofreading error that needed to be corrected by the applicant, and the applicant had already made the correction.

Alison Borer, Cline Williams Wright Johnson & Oldfather, 233 S 13th Street, Lincoln, Nebraska, was present on behalf of the applicant. Borer stated she was also joined by Wayne Mortensen with Excel Development Group and Kirk Rogers from Habitat for Humanity Omaha. She explained they were requesting the Commission's recommendation of approval of the redevelopment plan for Orchard Place. Borer explained the site is currently vacant and undeveloped, with no roads or utilities, and that any development would essentially be starting from scratch, which has been a significant barrier. The site was formally declared blighted and substandard by the City Council in 2022. The site is surrounded by mature development, including an existing neighborhood to the south, and is in close proximity to Bellevue West High School. Borer stated the Orchard Place development would transform the vacant land into a mixed-income residential community with approximately 140 dwelling units. The development would not consist of a single housing product type but would provide a mix of housing types to serve a variety of Bellevue households. The development would include attached single-family homes, detached single-family homes, townhomes, and multifamily units. Borer explained that approximately 60 percent of the units, or roughly 85 units, would be sold to third-party homeowners as owner-occupied housing, with the remaining approximately 40 percent retained as rental housing. The development would serve multiple income levels, including households earning as little as 30 percent of area median income, workforce and middle-income households, and market-rate buyers. The development is anticipated to house approximately 546 residents. In addition to the housing, the development would include a central green space, a playground, a fruit tree orchard, and both formal and natural walking paths throughout the development.

Borer explained a key aspect of the project would be the extension of both 9th and 10th Streets from the south to connect to Kasper Street. There would be two new street entrances from the north, which would improve connectivity to the existing neighborhood to the south. Upon construction, the two streets are planned to be dedicated as public streets. Within the development, the streets would be designed with trees, lawns, sidewalks, and overhead lighting. Borer stated the Orchard Place Homeowners Association, which would be formed as part of the development, would be responsible for maintaining the private streets and sidewalks. She explained the project would include approximately 346 parking spaces to meet City parking requirements through a combination of parking lots, garages, driveways, and on-street parking. Borer also noted the proposed rezoning that would be required as part of the development. Borer stated the applicant plans to move relatively quickly with construction. Construction of infrastructure is anticipated to begin in the spring of 2027, followed by residential development in phases. The development is anticipated to be constructed over approximately three years, with approximately 40 to 50 units constructed each year.

Borer stated the TIF request is approximately $5.4 million, plus accrued interest. She explained that amount represents approximately 12.3 percent of the total estimated project cost, with total project costs estimated to be more than $44 million. Borer explained the TIF amount was calculated using the current base valuation of the site, which is just under $250,000, and the anticipated valuation upon full buildout, which is expected to be just over $29 million. She stated the incremental value generated by the project would be used to capture the TIF. Over the 15-year TIF period, the total estimated TIF to be generated would be just over $9 million. The proposed TIF notes would carry an interest rate of 7.5 percent, resulting in a present value of the TIF revenue stream of approximately $5.4 million. The applicant is also requesting the ability to issue the TIF notes in up to five separate TIF notes to align with the different phases of the project. Borer explained the applicant included an exhibit detailing the TIF-eligible uses for the project. She clarified that the eligible uses total just over $6 million, rather than the approximately $9 million referenced by staff, and stated the eligible uses are approximately $500,000 more than the requested TIF amount. Borer stated the TIF uses are relatively straightforward because the site is an infill site requiring significant investment to extend streets and utilities. She noted that more than $1.1 million is anticipated to be spent on street improvements alone.

Borer stated the project conforms with the Comprehensive Plan and furthers the objectives of the city's Master Plan. She stated the project also directly responds to housing needs identified in the city's housing study. Regarding the "but-for" test, Borer noted the redevelopment plan contains a detailed explanation, but the project would not be economically feasible without TIF assistance. She stated there would be a financing gap of approximately $5.4 million without TIF and the project could not proceed at the proposed affordable price points. Borer noted home prices and rental rates would need to increase by more than 21 percent to cover the gap if TIF were not available, which would eliminate access for all but market-rate buyers and defeat the purpose of the project. The cost-benefit analysis included in the redevelopment plan also supports approval of the project. She stated the analysis identifies benefits related to new infrastructure, job creation during construction, and the addition of new households that would support Bellevue's retail and service businesses. She noted the impact on schools is anticipated to be manageable and noted the Comprehensive Plan identifies anticipated population growth of 5.25 percent, which the school district is likely also anticipating. Borer recommended that the Commission recommend approval of the redevelopment plan to the City Council. She stated the Orchard Place project is the type of project that tax increment financing was designed to support. She explained the site has remained vacant and undeveloped for years because the cost of infrastructure development has made the project financially infeasible. She explained that with TIF, Bellevue would gain approximately 140 new homes and a significant expansion of its tax base over the long term. Borer stated she was available to answer questions.

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

Ackley questioned staff regarding traffic-calming measures. He recalled that when the approximately 30-acre area where the former concrete plant was located was discussed, there had been discussion regarding the existing stub roads leading into the adjacent neighborhood. He noted the proposed development would now extend north of that area and connect the existing stub roads to the new development, which he viewed positively. Ackley asked whether there had been any discussion or consideration of traffic-calming devices to address the connection between the two neighborhoods. Palm clarified that the applicant had submitted a preliminary plat application within the previous week and that traffic calming would be reviewed as part of that application. She stated the issue had been discussed and that Mortensen and his team had participated in several pre-application meetings with staff. Palm added that traffic-calming and connectivity had been considered when the roads were

designed and would continue to be reviewed as connectivity is established. Ackley commented that he thought the project was a great infill project. He stated that, based on the $5.4 million TIF request and approximately 140 units, his calculation was less than $39,000 per unit in TIF. He compared that to a project completed a few years ago involving approximately $75,000 per unit for ten townhomes and stated the Orchard Place request was more within the $35,000 to $40,000 per-unit range the Commission normally sees.

Hankins questioned Palm regarding the discrepancy identified by the applicant between the TIF amount submitted with the application and the TIF amount stated in the staff report. Palm stated she would need to review the figures and acknowledged that the figure may have been incorrect in the staff report. She stated staff typically pulls the amount directly from the application, adding that staff would verify the amount. Borer clarified the number being referenced was the total TIF amount expected to be generated by the project. She explained the number in the staff report represented the total TIF expected to be generated but clarified the eligible uses themselves total just over $6 million.

Burmeister asked whether the infrastructure would be constructed all at once or in phases. Wayne Mortensen, Excel Development Group, 8551 Lexington Avenue, Lincoln, Nebraska, was present and responded that the applicant is attempting to split the TIF proceeds into five separate issuances because the project will likely be phased. He stated the first phase would focus on extending 9th and 10th Streets and the associated utility extensions. He stated the core portion of the development would likely occur during the second phase. Palm added that phasing would be addressed through the platting process. She stated staff would review the phasing and address it through the final plat and associated agreements.

Yoder questioned whether the two public streets would be developed first with the primary utilities extending through them. Palm responded that the timing would depend on the phasing of the development. Yoder then asked whether 10th Street would align with the new development to the north at the same intersection or whether there would be a jogged intersection near South 9th Court. Mortensen responded that South 9th Court would be approximately equidistant between the two street extensions. Palm added that the preliminary plat had only recently been submitted and that all of those details were currently under review.

Aerni commented on the interest rate associated with the TIF. He stated he raises the issue of interest whenever TIF comes before the Commission. Aerni acknowledged that interest rates change and noted some communities in the area use zero percent interest. He stated based on Ackley's earlier calculation, the Commission should consider the full amount that would ultimately be repaid. He stated that of approximately $5.8 million, the total could be approximately $9.2 million when interest is included, which would equate to approximately $65,000 per unit. Aerni questioned Palm regarding how the City accounts for the interest and whether there is a point at which the City would establish a maximum interest rate. He noted previous TIF requests had involved interest rates of approximately 4 percent, 5.5 percent, and 6 percent, while the current request was for 7.5 percent. Palm responded staff defers to the Finance Director regarding the interest rate. She explained the Finance Director reviews each request to determine whether the proposed rate is reasonable given current market conditions and whether it is reasonable for the City based on the redevelopment plan. Palm stated the Finance Director was comfortable with the rate being requested for this project and had indicated he would not want the rate to go much higher. She stated staff reviews TIF requests on a case-by-case basis and defers to Legal and the Finance Director regarding the City's comfort level with the proposed interest rate.

Aerni asked whether the applicant would have to return to the Planning Commission if the project were divided into phases or whether the phasing would be handled administratively. Palm responded that the phasing would be addressed as part of the TIF agreement. She explained if the redevelopment plan is approved by the City Council, the TIF agreement would be structured to allow the project to be phased. Palm stated the City has a similar example involving the 10th and Cornhusker project, also known as Cornhusker Point, which was completed in three different phases. She stated the City has established a precedent for allowing TIF projects to be phased in that manner. Palm explained the phasing would be incorporated into the TIF agreement, and the applicant would not need to return to the Planning Commission unless an amendment to the redevelopment plan were necessary. If an amendment were required, the applicant would return to the Commission.

Aerni asked whether each phase would then trigger its own 15-year TIF period. He referenced an example showing a $29 million valuation in the first year and noted the full $29 million valuation would not occur in the first year. He asked whether each phase would effectively have its own 15-year period. Palm confirmed that each phase would have its own 15-year period. Aerni stated he thought

the project was a great project. He reiterated his concern regarding the interest rate and questioned at what point the government stops providing interest and how that amount is determined. Mortensen responded the interest rate is difficult because a higher interest rate requires more bonds. He stated the project itself does not receive additional money when the interest rate increases because the amount being requested for the project remains the same, but the TIF still has to be financed.

Ackley responded to Aerni that the project could have a zero percent interest rate, but ultimately, if the project generates approximately $9.1 million in increment over time, whether that amount pays principal and interest or only principal, the amounts ultimately balance out. He stated the higher interest rate affects the amount of principal that can be placed on the debt. Aerni clarified that the project does not have approximately $9 million in eligible expenses and that the eligible expenses are only approximately $6 million. He questioned why the applicant could potentially receive up to $9 million. Aerni reiterated that he supported the project.

Yoder added from his perspective, without TIF, a project of this nature, which requires the construction of significant infrastructure, would likely remain vacant. He stated that adding approximately 500 people to the City would have a ripple effect on local restaurants, businesses, and other services. Yoder acknowledged those benefits cannot be calculated in the report but stated they would be significant for the community. He stated he was excited to see the project. Palm added background regarding the length of time the Orchard Place area has remained vacant. She stated that portions of Old Orchard Place have surveys dating back to the 1880s and that portions of the area have therefore remained vacant for more than 100 years. Palm stated the project was a good example of infill development and what can be accomplished through tax increment financing.

Mortensen provided additional background and stated the applicant would be returning before the Commission several times throughout the development process. He thanked the partners at Habitat for Humanity, who he stated had the vision to secure control of the site and ensure it would be developed as a mixed-income, mixed-use neighborhood. Mortensen stated the site is two blocks east of Bellevue West High School and the applicant hopes the development can provide housing for a broad range of community members, from janitors to young teachers to administrators. He stated the development is intended to serve households between approximately 60 percent and 150 percent of area median income. Mortensen stated the applicant believes that range of housing creates a cohesive and socially connected neighborhood. Mortensen also discussed the design of the development and stated the applicant is utilizing a traditional neighborhood development approach. He explained the design attempts to separate cars and pedestrians as much as possible through the use of alleyways and rear-access lots. Mortensen stated the applicant would continue to work through the traffic-calming issues discussed earlier and had provided traffic counts as part of the preliminary plat package. He stated the overall goal is to keep the public realm of the neighborhood focused on children and families and create a vibrant neighborhood.

MOTION was made by Aerni, seconded by Ackley to recommend APPROVAL of a request to approve the Redevelopment Plan for Lot 2, Compass Hill, and Lot 21A, Old Orchard Place. Applicant: Excel Development Group. APPROVAL of the Orchard Place Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill redevelopment. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on October 20, 2026.

Meeting adjourned at 6:35 p.m.

Jenna Lance
Jenna Lance
Planning/Permit Technician

MINUTE RECORD

CLAIMS FOR 2026/10/06 COUNCIL MEETING

MAYOR

PLANIT INC	PC-2026 USSTRATCOM DETERRENCE SYMPOSIUM-HIKE	283.00
		$ 283.00

CITY ADMINISTRATOR

BELLEVUE COMMUNITY FOUNDATION	2026/10/17 HUSKER NATION CELEBRATION	1,000.00
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	55.89
CAPITAL BUSINESS SYSTEMS, INC	2026/08/13-09/12 COPIER EXPENSE	52.92
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	31.62
FLYOVER FINTECH	PC-FLYOVER FINTECH REGISTRATION 2026-H JOHNSON	100.00
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	87.13
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	681.93
OMAHA WORLD HERALD	PC-2026/09/30M SUBSCRIPTION	29.99
OPENAI	PC-2026/07/30-08/30 CHATGPT PLUS SUBSCRIPTION	20.00
THE ECONOMIST	PC-2026/08/03-2027/08/03 PREMIUM SUBSCRIPTION	154.62
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	85.26
WSJ/BARRONS SUBSCRIPTION	PC-2026/07/29 SUBSCRIPTION	58.84
		$ 2,358.20

LEGAL

AMERICAN BAR ASSOCIATION	PC-2026/09/01-2027/08/31 MEMBERSHIP DUES-WILLIS	276.00
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	9.86
CAPITAL BUSINESS SYSTEMS, INC	2026/08/07-09/06 COPIER EXPENSE	50.20
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	15.38
JIMMY JOHNS	ADMIN LUNCH WITH SARPY CO ATTY	99.69
NEBRASKA.GOV	PC-JUSTICE CASE LISTING	40.00
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	120.34
THOMSON REUTERS - WEST	PC-2026/07/31M ONLINE SOFTWARE SUBSCRIPTION	636.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	85.26
		$ 1,332.73

CABLE ADVISORY

ADOBE CREATIVE SOFTWARE	PC-2026/07/21-2027/07/20 CREATIVE CLOUD PRO LIC	1,283.87
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	49.31
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	76.88
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	601.70
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	56.84
		$ 2,068.60

CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	PC-CODE SUPPLEMENT PAGES	570.00
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	85.48
CAPITAL BUSINESS SYSTEMS, INC	2026/07/26-08/25 COPIER EXPENSE	164.88
CARDINAL COMMONS, LLC	2026/09/21 TIF 8735 -INT	2,673.23
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	15.81
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	1,198.25
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	133.25
HILLCREST FREEDOM VILLAGE	2026/09/21 TIF 8779 INT	76,360.38
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	PC-2026/07/01-2027/06/30 MEMBERSHIP DUES-KLUTHE, HARBIN	370.00
IVY PROPERTIES, IN	2026/09/21 TIF 8778 - INT & PRINC	18,220.71
MARATHON EQUITY, LLC	2026/09/21 TIF 8776-INT & PRINC	11,872.58
MERCURY PROPERTY MANAGEMENT, INC	2026/09/21 TIF 8733-INT & PRINC	13,257.46
MRES ASCEND HOLDINGS, LLC	2026/09/21 TIF 8775- INT & PRINC	87,450.07
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	1,042.96
OMAHA WORLD HERALD	PC-LEGAL ADS	44.40
ONE SOURCE	PC-BACKGROUND CHECK	22.00
ROYCE CORNHUSKER, LLC	2026/09/21 TIF 8793RC1- INT & PRINC	7,669.65
ROYCE CORNHUSKER, LLC	2026/09/21 TIF 8799RC3-INT & PRINC	9,191.65
SUBURBAN NEWSPAPERS	PC-LEGAL AD	61.36
TKC CHANDLER, LLC	2026/09/21 TIF 8731-INTEREST	25,656.67
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	56.84
		$ 256,117.63

MINUTE RECORD

CLAIMS FOR 2026/10/06 COUNCIL MEETING

FINANCE/RISK MANAGEMENT

AGRISOMPO NORTH AMERICA, INC	2025/10/01-2026/09/30 CROP INSURANCE	6,262.00
AMAZON.COM, LLC	PC-STAMP, STAPLES, 3 TVS, WALL MOUNTS, SAFETY SHOES	1,489.53
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	72.33
CAPITAL BUSINESS SYSTEMS, INC	2026/08/09-09/08 COPIER EXPENSE	17.24
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	15.81
GREAT PLAINS GOVERNMENT FINANCE OFFICERS ASSN	PC-2026 GP GFOA MINI CONFERENCE-JENKINS	50.00
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	112.75
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	882.50
PRIMA	PC-2026/08/01-2027/07/31 MEMBERSHIP-HOUGHTALING	425.00
TRED-MARK COMMUNICATIONS	INSTALL PC WIRING FOR HDMI CONNECTION RM 213 & 215	1,745.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	303.54
UNITED STATES POSTAL SERVICE	PC-MAILING CHARGE	17.87
		$ 11,393.57

LIBRARY

ABE BOOKS	PC-BOOKS	10.86
AFFORDABLE LIBRARY	PC-DVD CASES (100)	249.00
AMAZON.COM, LLC	PC-FLASH DRIVES, INK CARTRIDGES, ENVELOPES, PAPER, TONIES CARRYING CASES, BOOKCASES, BOOKS, DVDS, BATTERIES, PROGRAM	2,274.25
CAPITAL BUSINESS SYSTEMS, INC	2026/08/10-09/09 COPIER EXPENSE	300.88
CAPITAL BUSINESS SYSTEMS, INC	226/07/31-08/30 COPIER EXPENSE	349.46
CENGAGE LEARNING, INC	BOOKS	122.40
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	123.80
CENTURY LINK	2026/09/11-10/10 MONTHLY SERVICE	147.76
COLUMN SOFTWARE, PBC	PC-LEGAL AD	18.00
COX BUSINESS SERVICES	2026/09/09-10/08 MONTHLY SERVICE	604.99
INDOFF, INC	PC-COPY PAPER	111.98
INGRAM LIBRARY SERVICES LLC	BOOKS	4,952.21
J P COOKE COMPANY	PC-NOTARY STAMP-BARNARD	52.25
MATRIX BUSINESS SYSTEMS INC	2026/07/31-08/30 COPIER EXPENSE	24.69
MIDWEST TAPE	DVD	17.24
OFFICE DEPOT	PC-INK CARTRIDGE	99.78
QUADIENT FINANCE USA, INC	2026/08/31M LIBRARY NEOSHIPS PD 2026/09/22	816.89
RUFF WATERS, INC	2026/08/31M AQUARIUM MAINTENANCE	155.00
SPRINGSHARE LLC	2026/09/01-12/31 LIBCAL UPGRADE TO SPRINGSHARE	516.00
UMB BANK - TRUST OPERATIONS	COPs 2022A TE $1,900,000 DTD 2022-03-15	133,850.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	303.54
WALMART SUPERCENTER	PC-AUDIO BOOK	11.63
		$ 145,112.61

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	55.89
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	15.81
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	87.11
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	681.93
TRALIANT OPERATING, LLC	PREVENTING WORKPLACE HARRASSMENT TRAINING	5,890.00
TRANSNET, LLC	2026/08/01-08/30 TRANSCRIPTION SERVICES	375.12
TRANSNET, LLC	2026/08/31-09/16 TRANSCRIPTION SERVICES	378.72
UKG INC	PRO TIME MANAGEMENT FEES	36,024.23
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	227.36
		$ 43,736.17

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-PENS, NOTEBOOKS, PERMANENT MARKERS, RUBBER BANDS, LABEL MAKER, BATTERIES	236.08
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	3.37
CAPITAL BUSINESS SYSTEMS, INC	2026/08/10-09/09 COPIER EXPENSE	105.59
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	15.81
CROW LAWN CARE LLC	2026/08/20-09/03 CODE MOWING & CLEANUP	2,400.00
GREAT PLAINS UNIFORMS	TACTICAL PANTS-J BOCKMAN	299.75
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	1.11
METROPOLITAN UTILITIES DIST	2026/08/01-09/01 MONTHLY SERVICE	20.18
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	216.28
TRAVELERS	2026/08/31M PAID LOSS RECOVERY	290.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	227.36
ZACHARY SMEDLEY	REFUND FOR CANCELLED LIEN HEARING	35.00
		$ 3,850.53

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PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 260301-2026 MS4 SUPPORT SERVICES 2026/06/08-08/30	723.22
ALFRED BENESCH & COMPANY	BPW 240122-GOOGLE FIBER INSTALLATION 2026/08/03-08/30	2,987.34
AMAZON.COM, LLC	PC-BATTERIES, NOTARY STAMP	40.71
AUTODESK, INC	2026/07/23-2027/07/22 AUTO-CAD-CIVIL 3D SOFTWARE	8,610.00
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	5.66
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	31.62
CNA SURETY DIRECT BILL	PC-2026/08/18-2030/08/18 NOTARY BOND-GARDNER, KANKOVSKY	80.00
COLUMN SOFTWARE, PBC	PC-LEGAL AD	89.99
CROWNE PLAZA HOTEL	PC-LODGING FOR CONFERENCE-ADEKUNLE, GOEDEKEN	419.22
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	1.86
JEO CONSULTING GROUP, INC	BPW 260105-PUBLIC WORKS FACILITY PLAN THRU 2026/08/28	8,250.00
JEO CONSULTING GROUP, INC	BPW 260109-PCSMP & SWPPP REVIEW FY 2026 THRU 2026/08/28	4,350.00
METROPOLITAN UTILITIES DIST	2026/08/01-09/01 MONTHLY SERVICE	33.90
METROPOLITAN UTILITIES DISTRICT	ENT DIST GAS MAIN EXT-NW HWY 75 & HIDDEN VALLEY	6,119.00
NEBRASKA NOTARY ASSOCIATION	PC-2026/08/18-2030/08/18 NOTARY RENEWAL-KANKOVSKY	70.00
NEBRASKA SECRETARY OF STATE	PC-2026/08/18-2030/08/18 NOTARY RENEWAL-GARDNER	32.50
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	363.21
PRECISE MRM LLC	2026/08/31M FLAT DATA PLAN	92.00
SARPY CO REGISTER OF DEEDS	PC-EASEMENT FILING FEES-PW	79.93
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/08/31M WORK COMP DISBURSEMENTS	628.13
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	170.52
		$ 33,178.81

PARKS

AMAZON.COM, LLC	PC-DOG WASTE STATION BAGS, PAPER PLATES, PAPER CUPS	274.82
A-RELIEF SERVICES	2026/08/08-09/04 PORTABLE RESTROOMS-OLD CHURCH	199.00
A-RELIEF SERVICES	2026/08/16-09/12 PORTABLE RESTROOMS-SWANSON PARK	199.00
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	100.56
CAPITAL BUSINESS SYSTEMS, INC	2026/08/18-09/17 COPIER EXPENSE	67.91
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	15.81
COX BUSINESS SERVICES	2026/09/30M MONTHLY SERVICE	107.39
CREATIVE SITES, LLC	BPW260116-TWIN RIDGE II-NEW PLAYGROUND & SHELTER EQUIP	145,688.65
CREATIVE SITES, LLC	BPW260117-WILLOW SPRINGS-NEW PLAYGROUND	241,686.00
CREATIVE SITES, LLC	(5) PRESSSURE TREATED PINE TABLES-TWIN RIDGE	4,975.00
CREATIVE SITES, LLC	SPEED LIMIT SIGN, TOT SEAT, SWING CHAINS-AHP PLAYGROUND	986.63
CREATIVE SITES, LLC	LITTER CONTAINERS, PLAY MATS, CLEVIS SHACKLES W/BOLTS	10,828.60
CROW LAWN CARE LLC	2026/08/06 MOWING	1,357.20
CROW LAWN CARE LLC	2026/08/12 MOWING	1,357.20
CROW LAWN CARE LLC	2026/08/19 MOWING	1,357.20
CROW LAWN CARE LLC	2026/08/26 MOWING	1,357.20
DAY ELECTRIC SERVICE, INC	SCOREBOARD REPAIR, BALLFIELD LIGHTS-BALDWIN	1,375.75
DAY ELECTRIC SERVICE, INC	HAWORTH BALLFIELD-REPAIR 2 RIGHT FIELD POLES	11,023.09
HD SUPPLY FACILITIES MAINTENANCE	LINER, GLOVES-PARKS	264.85
HGM ASSOCIATES INC	BPW 260201-EVERETT PARK TRAIL IMPROVE THRU 2026/08/31	2,973.70
HOME DEPOT	PC-FLAGGING TAPE, COUPLER KIT, DRY LUBE, SPRAY PAINT, LADDER, TAPE MEASURES, GAS CAN, DRAIN CLEANER	638.61
HUGHES TREE SERVICE	REMOVE STORM DAMAGED TREES-FAULKLAND PARK	2,400.00
J & J SMALL ENGINE SERVICE	PC-SPEED FEED FOR WEEDEATERS	270.78
MENARDS	PC-BUNGEE CORDS, CIRCULAR VALVE BOX, COUPLER, BATTERIES, POP UP ROTOR SPRINKLERS, WIPER BLADES, UTILITY KNIFE	271.73
METROPOLITAN UTILITIES DIST	2026/08/01-08/31 MONTHLY SERVICE	1,534.83
METROPOLITAN UTILITIES DIST	2026/08/04-09/01 MONTHLY SERVICE	60.71
METROPOLITAN UTILITIES DIST	2026/08/06-09/03 MONTHLY SERVICE	223.11
NAVARRO LAWN & LANDSCAPE INC	BPW 260202-WILLOW SPRINGS PK TRAIL IMPROVE THRU 2026/09/11	12,714.75
NL & L CONCRETE INC	BPW 260201-EVERETT PK TRAIL IMPROVE THRU 2026/09/11	42,755.31
OMAHA PUBLIC POWER DISTRICT	2026/07/01-07/31 MONTHLY SERVICE	102.31
OMAHA PUBLIC POWER DISTRICT	2026/07/13-08/11 MONTHLY SERVICE	2,835.65
OMAHA PUBLIC POWER DISTRICT	2026/07/22-08/20 MONTHLY SERVICE	34.28
OMAHA PUBLIC POWER DISTRICT	2026/07/23-08/21 MONTHLY SERVICE	574.05
OMAHA PUBLIC POWER DISTRICT	2026/07/27-08/26 MONTHLY SERVICE	73.32
PAPILLION SANITATION	2026/09/08-09/12 DUMPSTER-TWIN RIDGE II OLD PLAYGROUND	995.60
PILOT ROCK	PICNIC TABLES (7) FOR VARIOUS PARKS	4,994.80
PRECISE MRM LLC	2026/08/31M FLAT DATA PLAN	299.00
PRIDE HOME MAINTENANCE SERVICES, INC	AHP PLAYGROUND IRRIGATION	22,000.00
SITEONE LANDSCAPE SUPPLY	SEED BLEND FOR PARKS, VALVE BOX, SOLENOID ASSY	2,020.09

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CLAIMS FOR 2026/10/06 COUNCIL MEETING

PARKS (CONT'D)

SITEONE LANDSCAPE SUPPLY	PC-FERTILIZER-PUBLIC BUILDINGS, BALLFIELDS	1,076.36
TENNIS COURTS UNLIMITED	(2) EDWARDS TENNIS NETS	739.98
UMB BANK - TRUST OPERATIONS	COPs 2021 TX 2021-03-15 $4,475,000	261,527.41
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	397.88
WESTLAKE ACE HARDWARE	PC-WIRE CONNECTORS, WD-40 SPRAY, PLIERS	59.94
		$ 784,796.06

RECREATION

AMAZON.COM, LLC	PC-CARDSTOCK	23.98
BAKERS BELLEVUE	PC-CONCESSION SUPPLIES	604.28
CAPITAL BUSINESS SYSTEMS, INC	2026/08/11-09/10 COPIER EXPENSE	42.52
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	94.86
COX BUSINESS SERVICES	2026/09/30M MONTHLY SERVICE	83.39
DICK'S CLOTHING AND SPORTING GOODS	PC-TENNIS BALLS, VIBRATION DAMPENERS, OVERGRIP	106.99
HOLLY LOWIS	REFUND REED CTR RENTAL FEE	450.00
K & J ELITE SPORTS TURF, INC	HAWORTH RENOVATION OF BALLFIELDS THRU 2026/09/08	19,950.00
METROPOLITAN UTILITIES DIST	2026/08/01-08/31 MONTHLY SERVICE	3,953.01
METROPOLITAN UTILITIES DIST	2026/08/04-09/02 MONTHLY SERVICE	17,420.79
METROPOLITAN UTILITIES DIST	2026/08/08-09/09 MONTHLY SERVICE	240.09
OMAHA PUBLIC POWER DISTRICT	2026/07/01-07/31 MONTHLY SERVICE	59.30
OMAHA PUBLIC POWER DISTRICT	2026/07/13-08/11 MONTHLY SERVICE	2,185.05
OMAHA PUBLIC POWER DISTRICT	2026/07/22-08/20 MONTHLY SERVICE	1,636.26
OMAHA PUBLIC POWER DISTRICT	2026/07/23-08/21 MONTHLY SERVICE	39.64
PRECISE MRM LLC	2026/08/31M FLAT DATA PLAN	92.00
PRIMA DISTRIBUTION	PC-POPCORN FOR CONCESSIONS	24.72
SAM'S CLUB DIRECT	PC-CONCESSION SUPPLIES	757.98
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	56.84
WESTLAKE ACE HARDWARE	PC-BYPASS LOPPER	25.99
		$ 47,847.69

FACILITY MAINTENANCE

AE SUPPLY	PC-WATER FILTER-REED CTR	105.00
ALBIREO ENERGY LLC	PC-REPAIR CONTROL BOX-DIST 3	1,145.36
AMAZON.COM, LLC	PC-PRINTER, WALL BRACKETS, WATER FILTERS	395.30
BIG RED LOCKSMITHS	PC-REPAIR BROKEN LOCK-BALDWIN	275.00
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	467.17
CARPENTER PAPER CO	TOWELS, TISSUE, LINERS, HAND SOAP, JANITORIAL SUPPLIES	1,344.87
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	47.43
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACE CONDENSATE LINES, HEAT PUMP REPLACEMENT (2), ISOLATION VALVE REPLACEMENT, FABRICATE & INSTALL DRAIN PANS, BUNK ROOM DUCT REPAIR	34,200.25
COMMERCIAL RECREATION SPECIALISTS	LOOKING GLASS SPLASH PAD PARTS	3,016.00
COX BUSINESS SERVICES	2026/09/30M MONTHLY SERVICE	107.39
CULLIGAN OF OMAHA	2026/09/30M COOLER RENTAL	14.00
CULLIGAN OF OMAHA	BOTTLED WATER	35.50
DAY ELECTRIC SERVICE, INC	INSTALL ELECTRICAL FOR MINI-SPLIT, TROUBLESHOOT PUMP MOTOR, REPLACE DAMAGED METER SOCKET, WIRE FOR GATE CONTROL, BALLAST, INSTALL OUTLETS & DATA BOXES,	9,203.68
FERGUSON ENTERPRISES LLC #228	PC-DIAPHRAGM, REPAIR KIT, PRESSURE BAL KIT, GASKETS	221.04
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE ALARM/SPRINKLER/EXTINGUISHER INSPECTIONS, SERVICE CALL TO REVIEW MISSING PULL STATIONS	2,020.00
GEARHART CONSTRUCTION & PLUMBING INC	REPLACE PVC PIPING, REPLACE MUELLER FIRE HYDRANT, SNAKE SEWER & MAINLINE	15,637.43
HD SUPPLY FACILITIES MAINTENANCE	BATHROOM CLEANER, DEGREASER, PAPER TOWELS, HAND SOAP, DISPOSABLE CUPS	772.92
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	30.75
HEARTLAND PNEUMATIC	AIR COMPRESSOR MAINTENANCE-FLEET	966.34
HGM ASSOCIATES INC	BPW 250201-LIBRARY PARKING LOT REPAIR THRU 2026/07/31	12,223.94
HGM ASSOCIATES INC	BPW 250201-LIBRARY PARKING LOT REPAIR THRU 2026/09/15	5,250.00
INTERSTATE POWER SYSTEMS, INC	REPLACED GENERATOR HAND PRIMING PUMP-FLEET	872.03
J & J SMALL ENGINE SERVICE	PC-MOWER REPAIRS	456.17
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	272.22
JOHNSTONE SUPPLY	PC-CAPACITOR-SW STREET SHOP	11.79
MENARDS	PC-BALLAST, GRANITE, CLEANING SUPPLIES, IMPACT SOCKET, SHOWER HOSE, VULKEM SEALANT, WEATHERPROOF COVERS, DRILL BITS	492.21
METROPOLITAN UTILITIES DIST	2026/08/01-08/31 MONTHLY SERVICE	252.39
METROPOLITAN UTILITIES DIST	2026/08/01-09/01 MONTHLY SERVICE	50.00
METROPOLITAN UTILITIES DIST	2026/08/11-08/31 MONTHLY SERVICE	168.57
OMAHA PUBLIC POWER DISTRICT	2026/07/13-08/11 MONTHLY SERVICE	1,433.13

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FACILITY MAINTENANCE (CONT'D)

OMAHA PUBLIC POWER DISTRICT	2026/07/22-08/20 MONTHLY SERVICE	433.38
OMAHA PUBLIC POWER DISTRICT	2026/07/31-08/08 MONTHLY SERVICE	226.80
OVERHEAD DOOR CO OF OMAHA	PC-LIFTMASTER COMMERCIAL PHOTOCELLS-1510 WALL	170.00
PRECISE MRM LLC	2026/08/31M FLAT DATA PLAN	138.00
ROCHESTER MIDLAND CORPORATION	2026/09/30M WATER ENERGY TEAM BILLING	399.60
SECURITY EQUIPMENT INC	FIRE PANEL CELLULAR DIALER (3)	2,816.16
SECURITY EQUIPMENT INC	2026/09/15-2027/09/30 ALARM MONITORING-SW MAINTENANCE	739.46
SECURITY EQUIPMENT INC	2026/09/14-2027/09/30 ALARM MONITORING-DIST 1	741.44
SECURITY EQUIPMENT INC	2026/09/14-2027/09/30 ALARM MONITORING-PD	288.54
SHERWIN WILLIAMS CO	PC-PAINT-PD	35.89
TITANIUM FIRE SPRINKLER COMPANY	SERVICE BACKFLOW PREVENTER-SW SHOP	1,215.00
TRICO MECHANICAL SERVICES	A/C SERVICE-DIST 3	146.55
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	255.78
WESTLAKE ACE HARDWARE	PC-BATTERIES, FURNITURE SLIDERS, PAINT SUPPLIES, STUMP KILLER	157.79
		$ 99,252.27

CEMETERY

A-RELIEF SERVICES	2026/08/08-09/04 PORTABLE RESTROOMS-CEMETERY	199.00
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	89.82
CAPITAL BUSINESS SYSTEMS, INC	2026/09/06-10/05 COPIER EXPENSE	20.60
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	12.57
COX BUSINESS SERVICES	2026/09/30M MONTHLY SERVICE	175.38
METROPOLITAN UTILITIES DIST	2026/08/01-08/31 MONTHLY SERVICE	117.36
OMAHA PUBLIC POWER DISTRICT	2026/07/22-08/20 MONTHLY SERVICE	322.03
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/08/31M WORK COMP DISBURSEMENTS	15.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	85.26
		$ 1,037.02

STREETS

ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2026/08/03-08/30	2,158.50
ALFRED BENESCH & COMPANY	BPW 260104-2026 OVERLAY PROJECTS 2026/08/03-08/30	1,293.50
ALFRED BENESCH & COMPANY	BPW 260102-2026 CONCRETE PROJECTS 2026/08/03-08/30	30,143.25
AMAZON.COM, LLC	PC-5 GAL COOLER, BOX CUTTERS, PRINTER SUPPLIES, SOLAR PANEL REGULATOR, GLASSES WIPES, CLEANING SUPPLIES	1,158.77
AVERY RENTS	PROPANE FOR ASPHALT	53.98
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	152.82
BURRELL ENTERPRISES, LLC	BPW 250102-CONCRETE PROJECT THRU 2026/07/27	43,835.45
CAPITAL BUSINESS SYSTEMS, INC	2026/08/12-09/11 COPIER EXPENSE	64.70
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	79.05
CONCRETE SUPPLY, INC	CONCRETE	3,964.25
CORNHUSKER INTERNATIONAL TRUCKS	2027 INTERNATIONAL HV507 CHASSIS-VIN 1HTEDTAR4VS195849	108,000.00
COX BUSINESS SERVICES	2026/09/30M MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	2026/07/10-07/28 ROW MOWING-CYCLE 5	10,982.88
CROW LAWN CARE LLC	2026/07/28-08/11 ROW MOWING-CYCLE 6	10,982.88
CROW LAWN CARE LLC	2026/08/11-09/02 ROW MOWING-CYCLE 7	10,982.88
FELSBURG HOLT & ULLEVIG, INC	BPW 260509-CAPEHART RD 48TH TO 36TH STUDY 2026/08/31M	6,563.47
FELSBURG HOLT & ULLEVIG, INC	BPW 260510-N-370 SIGNAL RETIMING 2026/08/31M	11,337.58
GALVIN GLASS	INSTALL REAR GLASS INTO BACKHOE	174.95
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	0.82
HEIMES CORPORATION	BPW 260110-COBBLESTONE LN EMERGENCY REPAIR	7,119.20
JACOBS ENGINEERING GROUP, INC	BPW 250301-QUAIL CREEK REHAB 2026/07/25-08/21	11,128.25
JACOBS ENGINEERING GROUP, INC	BPW 240121-COLLEGE HTS STORMWATER 2026/07/25-08/21	13,674.82
JACOBS ENGINEERING GROUP, INC	BPW 240124-WHITTED CREEK 2026/07/25-08/21	13,137.22
LOGAN CONTRACTORS SUPPLY	48" MAHOGANY DARBY, WINCH HANDLE	112.28
MARTIN MARIETTA MATERIALS	CRUSHED ROCK	7,141.97
MENARDS	PC-FURNACE PIPES, HOSE CLAMPS, TAPE, STACKABLE BINS, MARKING CHALK	194.42
METROPOLITAN UTILITIES DIST	2026/08/01-08/31 MONTHLY SERVICE	389.64
METROPOLITAN UTILITIES DIST	2026/08/04-09/01 MONTHLY SERVICE	269.76
METROPOLITAN UTILITIES DIST	2026/08/08-09/09 MONTHLY SERVICE	54.20
MID-AMERICAN SIGNAL	CONFLICT MONITOR, REALYS, SWITCHES, CHASSIS, MAXTIME LIC	7,456.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	BPW 240101-2025 MAJOR STREET RESURFACING -MAPA-5081 (3)	654,993.04
OMAHA PUBLIC POWER DISTRICT	2026/07/01-07/31 MONTHLY SERVICE	141.36
OMAHA PUBLIC POWER DISTRICT	2026/07/13-08/11 MONTHLY SERVICE	673.83
OMAHA PUBLIC POWER DISTRICT	2026/07/21-08/19 MONTHLY SERVICE	380.13
OMAHA PUBLIC POWER DISTRICT	2026/07/22-08/20 MONTHLY SERVICE	46.03

STREETS (CONT'D)

OMAHA PUBLIC POWER DISTRICT	2026/07/23-08/21 MONTHLY SERVICE	1,206.06
OMAHA PUBLIC POWER DISTRICT	2026/07/27-08/26 MONTHLY SERVICE	13,492.07
OMAHA PUBLIC POWER DISTRICT	2026/07/29-08/28 MONTHLY SERVICE	104,371.79
OMAHA PUBLIC POWER DISTRICT	2026/07/31-09/01 MONTHLY SERVICE	212.07
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	35.68
OMNI ENGINEERING	ASPHALT	427.89
PLATTE RIVER CONCRETE CO	CONCRETE	16,480.38
PRECISE MRM LLC	2026/08/31M FLAT DATA PLAN	1,195.00
READY MIXED CONCRETE COMPANY	CONCRETE	42,794.45
STANEK INDUSTRIES LLC	BPW 260102-2026 CONCRETE PROJECTS PKG #1 2026/09/14-09/23	172,999.18
STANEK INDUSTRIES LLC	BPW 260102-2026 CONCRETE PKG# 1 2026/08/31-09/13	83,303.07
SURVEYING AND MAPPING LLC	BPW 260112-MS4 STORMSEWER SYSTEM MAPPING THRU 2026/09/23	84,960.00
THE SCHEMMER ASSOCIATES	BPW 260102-2026 CONCRETE PROJECTS PKG 2 2026/08/01-08/28	30,920.12
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/08/31M WORK COMP DISBURSEMENTS	819.87
UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEES 8/1/25-7/31/26 HAFP 2021-08-20 BOND	300.00
UMB BANK - TRUST OPERATIONS	HIGHWAY ALLOC FD PLEDGE BDS 2021 $5,850,000 DTD 2021-08-20	256,500.00
UMB BANK - TRUST OPERATIONS	HIGHWAY ALLOC FD PLEDGE BDS 2026 $4,520,000 DTD 2026-03-20	109,861.11
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	852.60
		$ 1,879,848.39

FLEET MAINTENANCE

911 CUSTOM, LLC	TRACER LIGHTS & MOUNTS, LIGHTS & SPEAKERS	1,783.82
ADVANCE AUTO PARTS	GALVANIZED COATING-ST116	35.97
AGRIVISION EQUIPMENT GROUP	PC-ENGINE OIL, STARTER ASSEMBLY	330.15
ALLIED OIL & TIRE COMPANY	DRY DIESEL	1,913.05
AMAZON.COM, LLC	PC-5 PIN IGNITION KEY SWITCH, ENGINE, CRANKSHAFT OIL SEALS, IDLER PULLEY, PINTLE HITCH, HEAD GASKETS, SENSOR THREADS, TOOLBOX ROLLERS, SPARK PLUGS WIRE	6,166.31
ARNOLD MOTOR SUPPLY	BATTERY CLIPS, STABILIZER BARS, STRUT ASSY, QUICK-STRUT ASSY, BALL BEARING	1,095.84
AUTO BODY AUTHORITY	TOW-PO804	150.00
AUTOMOTIVE WAREHOUSE DIST, INC	BALDWIN PARTS, V-BELT, SERP BELTS, FITTINGS, BEARINGS, ROTORS, HUB PULLER, FUSES, RELAY, CIRCUIT BREAKER	1,207.32
BAUER BUILT TIRE & SERVICE	TIRES, ALIGNMENT, WHEEL BALANCE	8,763.20
BAXTER FORD OF OMAHA	GASKET, OUTLET TUBE, PIN, WIPER ASY, SPARK PLUGS, SPOTLAMP ASSY, SHOCK ABSORBER ASSY, PANEL, OIL SEPARATOR ASSY, NOX TRAP SENSORS, TUBE ASSY, BRAKE ROTOR ASSY, TIMING BELT	8,833.89
BAXTER FORD OF PAPILLION	HOSE, VENT HOSE-SEPARATOR ASSY	420.39
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	122.65
CAPITAL BUSINESS SYSTEMS, INC	2026/07/20-08/19 COPIER EXPENSE	46.80
CARBURETOR DOCTOR INC	PC-CARBURETOR REBUILD KITS	197.94
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	47.43
CORNHUSKER INTERNATIONAL TRUCKS	ELECTRIC & AIR HORNS, SEALS, GASKETS, VALVE DRUM, CAMSHAFTS, O-RINGS, AIR FILTERS, COOLANT TUBE ASSY, RETURN KITS, TRANS OIL COOLER, PIPE	6,175.00
COX BUSINESS SERVICES	2026/09/30M MONTHLY SERVICE	107.39
CULLIGAN OF OMAHA	2026/09/30M COOLER RENTAL	10.00
CULLIGAN OF OMAHA	BOTTLED WATER	159.00
CUMMINS SALES AND SERVICE	PISTON RING COMPRESSOR, THERMOSTAT, FILTERS, ENGINE CONNECTION ROD, BELT TENSIONER, IDLER PULLEY	2,908.33
DULTMEIER SALES LLC	STEEL KING NIPPLE, POLY STRAINER, SCREEN	67.30
EDS WIRE ROPE & RIGGING	CABLE FOR POST PULLER-ST230	53.04
FACTORY MOTOR PARTS CO	SEAL, BATTERY, WIPER BLADE ASSY	206.17
GALVIN GLASS	WINDSHIELD REPAIR-ST228	533.65
GRAHAM TIRE COMPANY	PC-TIRES	1,206.00
GRAINGER	DRILL TAPS, STEEL STRAIGHT EDGE, ABS ORANGE LANTERN, INNER NOVA LENS, STEEL REPLACEMENT TIPS	1,182.53
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	3.28
HENDERSON PRODUCTS, INC	FENDER HANGER	165.22
HOSE & HANDLING, INC	PUSH-ON HOSE-PARADE1	33.80
HOTSY EQUIPMENT CO	SERVICE SHOP PARTS WASHER	1,490.45
HYDRAULIC CONTROLS, INC CORP	PRINCE TIE-ROD SSM-PA489	327.00
INLAND TRUCK PARTS CO	TAILGATE LIFT CYLINDER, STRAP KIT	654.84
INTERSTATE BATTERIES	BATTERIES	476.88
J & J SMALL ENGINE SERVICE	GEARBOX GREASE-PA110	11.53
J & J SMALL ENGINE SERVICE	PC-CONNECTORS, TERMINALS, LDU MODULE, STEEL BALL	694.41
JIM HAWK TRUCK TRAILERS	PC-IP CARTRIDGE, BRAKE CHAMBER, VALVES	1,791.80
KRIHA FLUID POWER CO	PC-90 DEG BRASS ELBOWS, HOSE ASSY, O-RINGS, REDUCERS, COUPLERS	2,011.87

CLAIMS FOR 2026/10/06 COUNCIL MEETING

FLEET MAINTENANCE (CONT'D)

LAWSON PRODUCTS, INC	CERAMIC FAST-GRIND DISCS	172.60
LIONS AUTOMOTIVE, INC	SNAP-ON WINDLACE-ENG41	197.00
LOGAN CONTRACTORS SUPPLY	BURNER NOZZLE	23.66
MACQUEEN EQUIPMENT, LLC	BROOM VALVE-ST359	359.83
MASTERS TRANSPORTATION, INC	WHEELCHAIR LIFT VALVE KITS & OIL-HS3	2,543.36
MENARDS	PC-2X4 FOR GUN SAFE, BALL HITCH, VALVES, PIPE JOINT, GLASS CLEANERS, DRILL BITS, MASON LINE, HOSE ENDS, SPRAY PAINT	591.66
MENARDS - RALSTON	PC-DRILL PUMP KIT, FOAM MAT, PAINTER'S TAPE	109.66
METROPOLITAN UTILITIES DIST	2026/08/01-09/01 MONTHLY SERVICE	137.04
MEYER LABORATORY INC	WALNUT HAND SOAP, PUMICE HAND SOAP	218.00
MGX EQUIPMENT SERVICES, LLC	ANNUAL INSPECTION-ST230	567.19
MICHAEL TODD INDUSTRIAL SUPPLY	PC-TARP	353.96
MIDLANDS AUTO REPAIR	PC-FOUR WHEEL ALIGNMENT	129.99
MORRIES BELLEVUE CHEVROLET	OIL TEST-CE3	13.70
NAPA AUTO PARTS	WIPER BLADES, A/C COMPRESSOR, LATEX GLOVES, REMAN STEERING RACK & PINION, OIL, FILTERS, BRAKE PARTS CLEANER, FITTINGS, BRAKE ROTOR KIT, BATTERY CABLE, CLAMPS	6,569.91
NIPPON SANSO MATHESON INC	FAB GAS CYLINDER RENTALS	177.64
NORTH CENTRAL AMBULANCE SALES	MINI LED WHT FLASH-MED21	108.87
OMAHA PUBLIC POWER DISTRICT	2026/07/23-08/21 MONTHLY SERVICE	1,137.11
ONEMONROE	CONNECTORS, SCREWS, CLAMPS, WASHERS, BOLTS, DRILL BITS, SHROUDS, RIVETS	769.75
O'REILLY AUTO PARTS	CAPSULE. OIL FILTERS	51.02
PRECISE MRM LLC	PC-2026/06/30M FLAT DATA PLAN	161.00
ROAD BUILDERS MACHINERY & SUPPLY CO	TAR HOSE-ST335	2,287.68
SUSPENSION SHOP, INC	FRONT ENGINE BUSHINGS-PARADE1	32.00
SWAN ENGINEERING, LLC	PC-O-RINGS	10.58
TERMINAL SUPPLY CO	RECEPTACLES, TERMINALS, CLAMPS	137.21
TOMASEK MACHINE SHOP	MACHINE WORK ON 2 STAINLESS STEEL PIPES-ENG4	125.00
TOOL SHED OF OMAHA	PC-CARBIDE TIP HOLE SAWS, HOLE SAW	192.55
TOYNE, INC	EXHAUST GASKET, SOLENOID, BALL INTAKE VALVE, FOOTMANS LOOP, CAB LIFT COIL, MOUNTS, BRACKETS	5,494.70
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/08/31M WORK COMP DISBURSEMENTS	160.19
TRUCK CENTER COMPANIES-OMAHA	REAR LEAF SPRINGS, REAR SHOCKS, U BOLTS, WASHERS, NUTS	2,126.70
TURFWERKS	PC-CREDIT-BLADE BOLTS, PROXIMETER SENSOR	(556.87)
UNITED AUTO RECYCLERS	SPARE WHEELS-PO111 & 120	150.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	511.56
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	522.42
WATEROUS COMPANY	PC-DRAIN VALVE SUB ASSY	628.72
WAYTEK, INC	PC-FUSE BLOCK, RELAY CONNECTOR	144.62
WELDON PARTS INC	PC-CAMSHAFTS, INLINE QUICK RELEASE	236.88
WESTLAKE ACE HARDWARE	PC-BULK FASTENERS	46.11
WOODHOUSE PLATTSMOUTH	REPAIR BRAKE LIGHTS-PO619	410.63
		$ 78,437.88

PLANNING

BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	5.12
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	15.81
COLUMN SOFTWARE, PBC	PC-LEGAL AD	12.54
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	1.68
METROPOLITAN UTILITIES DIST	2026/08/01-09/01 MONTHLY SERVICE	30.66
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	328.53
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	85.26
		$ 479.60

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	6.84
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	15.81
CORNHUSKER AUTO WASH	2026/08/31M VEHICLE WASHES	5.00
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	2.25
INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS	PC-CODE PDF FILES TO UPLOAD TO NEW SOFTWARE	152.80
INTERNATIONAL CODE COUNCIL, INC	PC-CODE PDF FILES TO UPLOAD TO NEW SOFTWARE	593.00
METROPOLITAN UTILITIES DIST	2026/08/01-09/01 MONTHLY SERVICE	40.96
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	438.96
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	255.78
		$ 1,511.40

CLAIMS FOR 2026/10/06 COUNCIL MEETING

POLICE

AMAZON.COM, LLC	PC-BATTERIES, PRINTER SUPPLIES, WIRELESS FLASH TRIGGER, CHAIR MAT, COMPUTER MONITOR, DEHUMIDIFIER, PISTOL POUCH, ROLLING COOLERS, STOOLS	1,211.65
AMERICAN COUNCIL ON EXERCISE	PC-2026/07/13-08/12 TRAINING MEMBERSHIP-BANKS	34.95
AMERICAN FENCE COMPANY	FENCE & GATE REPAIR-2403 CLAY ST	3,775.00
ANTHROPIC PBC	PC-2026/07/25-08/25 MAX PLAN-KIRWAN	100.00
A-RELIEF SERVICES	2026/08/20-09/16 PORTABLE RESTROOMS-GUN RANGE	199.00
AT&T MOBILITY	2026/07/22-08/21 MONTHLY SERVICE	141.96
AT&T MOBILITY-CC	2026/08/05-09/04 MONTHLY SERVICE	5,719.10
ATRONIC ALARMS INC	AMAG ACCESS DOOR ADD-ON CARD READER, CAMERA SURVEILLANCE SYSTEM	25,518.25
AUTO BODY AUTHORITY	REPAIR SUPPLEMENT FOR UTV 814	214.90
BENEFIT PLANS	2026/09/30M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BERLA CORPORATION	PC-2026/08/22-2027/08/22 iVe RENEWAL PLAN	4,250.00
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	121.11
BROWNELLS	GUN CLEANING SUPPLIES	204.54
CCAP AUTO LEASE	2026/09/30M USPIS VEHICLE LEASE PD 2026/09/17	695.68
CDWG GOVERNMENT	(2) DELL PRO MAC 16 PLUS LAPTOPS & ACCESSORIES	13,278.88
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	126.48
CNA SURETY DIRECT BILL	PC-2026/07/23-2030/07/23 NOTARY BOND-JARVIS	40.00
CNA SURETY DIRECT BILL	PC-2026/08/17-2030/08/17 NOTARY BOND-STUCK JR	40.00
CONNER PSYCHOLOGICAL SERVICES PC	2026/07/15 PSYCHOLOGICAL TESTING	465.00
COX BUSINESS SERVICES	2026/09/02-10/01 MONTHLY SERVICE	285.00
COX BUSINESS SERVICES	2026/09/30M MONTHLY SERVICE	558.97
CREIGHTON UNIVERSITY COLLEGE OF NURSING	BLS CARDS-POLICE	94.50
CULLIGAN OF OMAHA	2026/08/31M BOTTLED WATER, COOLER RENTAL	568.55
DAY ELECTRIC SERVICE, INC	PIPE & WIRE 3 NEW OFFICES-RECORDS	6,576.43
DELTA AIR LINES	PC-AIRFARE FOR TRAINING-BAFARO	502.39
DICK'S CLOTHING AND SPORTING GOODS	PC-STORAGE BAGS	148.32
DOLL CONSTRUCTION LLC	POLICE RANGE TRANING FACILITY THRU 2026/09/30	483,027.23
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	300.00
DRY CREEK ARSENAL, LLC	(4) SUPPRESSOR COVERS	814.99
ENFORMION, LLC	2026/10/01-2027/09/30 ANNUAL FEE	1,750.00
ESSTAC, LLC	MAGAZINE POUCHES FOR NEW HIRES	1,344.24
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	130.97
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICES	1,000.00
GAOXUNBOO TECHNOLOGY CO	PC-LIGHT FIXTURE	339.76
GLOCK PROFESSIONAL, INC	PC-GLOCK ARMORER COURSE-KRIPAL	300.00
GREAT PLAINS UNIFORMS	DEPT PATCHES-LARR, SHAPIRO	34.00
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	39.84
HERTZ	PC-CAR RENTAL FOR TRAINING-PAGE	870.38
HERTZ	PC-RENTAL CAR FOR CONFERENCE-CLARY	171.07
HILTON WASHINGTON DC	PC-LODGING FOR TRAINING-SPENCER	636.57
HYUNDAI MOTOR FINANCE	2026/09/30M LEASE PMT -HIDTA-DEA-SIMONES	720.01
J&N TACTICAL LLC	DOUBLE HEADED BRAKE & RAKE TOOL ,SHP	510.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-PD	183.59
JEFF & MAX PAINTING, LLC	PAINTING IN WELLNESS ROOM	6,500.00
LEDA	PC-LEDA ST LOUIS-RIDLEY	675.00
MATCON, LLC	2026/10/31M OPERATING EXPENSE, RENT - K9 BLDG	2,068.12
METROPOLITAN UTILITIES DIST	2026/08/01-09/01 MONTHLY SERVICE	725.95
MODERN SAMURAI	PC-RED DOT PISTOL COURSE-KRIPAL	630.00
MOTOROLA SOLUTIONS, INC	2023/09/20-2024/09/19 VIDEOMANAGER CAMERA LIC (4)	780.00
MOTOROLA SOLUTIONS, INC	2024/09/20-2025/09/19 VIDEOMANAGER CAMERA LIC (4)	780.00
MOTOROLA SOLUTIONS, INC	2025/08/31-2026/08/30 VIDEOMANAGER CAMERA LIC (2)	390.00
MOTOROLA SOLUTIONS, INC	2025/10/01-2026/09/30 VIDEOMANAGER BODY CAM LICENSES (2)	390.00
MOTOROLA SOLUTIONS, INC	2026/02/10-2027/02/09 VIDEOMANAGER BODY CAM LICENSE	195.00
MOTOROLA SOLUTIONS, INC	(4) WIRELESS REMOTE SPEAKERS	1,757.84
MSAB INCORPORATED	2026/08/12-2027/08/11 MSAB XRY LICENSE RENEWAL	10,469.00
MYZONE, INC	PC-2026/08/31M WELLNESS PROGRAM-BANKS	75.00
NATIONAL EMERGENCY TRAINING CENTER	PC-MEAL TICKETS FOR TRAINING-PETTIT	565.56
NEBRASKA FBI	PC-FBINAA NEBRASKA FALL RETRAINER-MELVIN	150.00
NEBRASKA FURNITURE MART	(4) WALL MONITORS/SMART TVS-TRAINING UNIT & FRONT DESK OFC	1,289.96
NEBRASKA FURNITURE MART	PC-GAMING DESKTOP COMPUTER	1,503.94
NEBRASKA SECRETARY OF STATE	PC-2026/08/07-2030/08/07 NOTARY FEE-JARVIS	32.50
NICHOLAS GREINER	REIMB PER DIEM FOR FBINAA FALL RE-TRAINER	170.00
OMAHA PUBLIC POWER DISTRICT	2026/07/13-08/11 MONTHLY SERVICE	33.59

CLAIMS FOR 2026/10/06 COUNCIL MEETING

POLICE (CONT'D)

OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	7,778.95
PENSKE TRUCK LEASING CO	PC-CREDIT-SALES TAX	(19.17)
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/07/26-08/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/08/02-09/01 EVIDENCE STORAGE	164.00
PSI EXAMS-UNMANNED AIRCRAFT	PC-PART 107 TEST-OGEA	175.00
ROBERT PAGE	REIMB TRAVEL FOR TRAINING	79.25
SARPY CO TREASURER	VEHICLE REGISTRATION	15.00
SHERATON - DALLAS	PC-LODGING FOR TRAINING-K BROWN	1,154.00
SOUTHWEST AIRLINES	PC-AIRFARE FOR CONFERENCE-CLARY	423.60
SPEARTAC SOLUTIONS, LLC	(4) BALLISTIC HELMETS-SWAT, SHP	7,604.00
TARGET - BELLEVUE	PC-ANKER USB CABLES	55.96
TECHSMITH CORPORATION	2026/09/17-2027/09/17 CAMTASIA BUSINESS LICENSE	594.00
TEEL TECHNOLOGIES	PC-2026/08/04-2027/08/04 SQLITE FORENSIC TOOLKIT LICENSE	347.00
THOMSON REUTERS - WEST	2026/08/31M ON-LINE SOFTWARE SUBSCRIPTION	520.80
TIMOTHY MELVIN	REIMB PER DIEM FOR FBINAA FALL RE-TRAINER	170.00
TRAVELERS	2026/08/31M PAID LOSS RECOVERY	14,323.00
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/08/31M WORK COMP DISBURSEMENTS	9,044.03
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	4,065.24
UNMANNED VEHICLE TECHNOLOGIES, LLC	2026/10/15-2027/10/15 PROLINE FLEET ACCESS & LIVE STREAM LIC	4,792.00
VERISMA	PC-SUBPOENA	30.49
VERIZON WIRELESS	2026/08/24-09/23 MONTHLY SERVICE	86.87
VISTA PRINT	PC-BUSINESS CARDS	37.98
		$ 647,069.33

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	853.54
AIRGAS USA, LLC	2026/08/31M CYLINDER RENTAL	212.35
AMAZON.COM, LLC	PC-16 CHANNEL DIGITAL LOGGER, SMART TV, PRINTER SUPPLIES, FILTERS, COOLING T-SHIRTS, POWER FAIL ALARM, BOOTS, WIRELESS TRANSMITTER, WALL CABINET, FIREFIGHTER SHIELDS, TEMP SENSOR. WIFI ACCESS POINTS	4,321.83
AT&T MOBILITY-CC	2026/08/05-09/04 MONTHLY SERVICE	742.25
BEAVER LAKE MARINA	BOAT REPAIR-PROP REBUILD	861.64
BEAVER LAKE MARINA	PC-FILTER, ELEMENT, REPAIR KIT	319.87
BLACK HILLS ENERGY	2026/07/31-08/31 MONTHLY SERVICE	177.16
BLUE VALLEY PUBLIC SAFETY	INTERFACE CABLE FOR CHANDLER & SIDNEY ST SIRENS	1,107.00
BODY BASICS FITNESS EQUIPMENT	(3) TRUE GRAVITY TREADMILL-DIST 1	16,272.00
BOUND TREE MEDICAL, LLC	GLOVES, ENDOTRACH TUBE HOLDERS, COLD PACKS, CATHETERS, ABDOMINAL PADS, SYRINGES, NEEDLES, MEDICATIONS, MASKS, CHARGER FOR ASPIRATORS	8,842.82
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	94.86
COX BUSINESS SERVICES	2026/09/30M MONTHLY SERVICE	329.78
DANKO EMERGENCY EQUIPMENT	(8) GAS DETECTORS, TECH RESCUE ROPE, HARNESSES, BAGS, RESCUE PULLEYS, CARABINERS, FOOT ADAPTER	12,842.84
DC ELECTRIC/HEARTLAND LIGHTING	INSTALLED DATA & OUTLET IN CONF ROOM-DIST 1	925.20
DXP ENTERPRISES, INC	GAS CYLINDER CALIBRATIION	69.00
EC DATA SYSTEMS, INC	PC-2026/07/31M SHARE OF FAX SERVER	8.28
EDWARD VANSANT	STAINLESS STEEL BFD SIGN	850.00
FEDERAL SIGNAL CORPORATION	(1) SIREN, DC, ROTATING POLE, STEEL POLE, REPLACE ROTATING SIREN HEAD	46,476.65
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTION-DIST 2 & 4 TRUCKS	235.00
GEARHART CONSTRUCTION & PLUMBING INC	INSTALL PLUMBING FOR WASHER/DRYER-FIRE TRAINING SITE	3,560.00
GREAT PLAINS UNIFORMS	TACTICAL PANTS-C FOUTS, A BISHOP	269.48
GREAT PLAINS UNIFORMS	TACTICAL SHORTS, LOGO-K VOGEL	57.49
GREAT PLAINS UNIFORMS	COAT, DRESS PANTS, NAME PLATE-C CAMPBELL	519.50
GREAT PLAINS UNIFORMS	POLO, NAME & BADGE EMBROIDERY-E MCCORMICK, A GIBILISCO	462.00
GREAT PLAINS UNIFORMS	(7) GH ARMOR BALLISTICS	8,750.00
HEARTLAND NATURAL GAS LLC	2026/07/31-2026/08/31 MONTHLY SERVICE	12.71
INDUSTRIAL ORGANIZATIONAL SOLUTIONS, INC	WRITTEN JOB KNOWLEDGE EXAM. PROJECT EXPENSES	8,615.00
INNOVATIVE DRONE SOLUTIONS	INTRO TO FORENSIC MAPPING - T EBEL	249.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE-DIST 2, PORTABLE	2,486.37
INTERSTATE POWER SYSTEMS, INC	ANNUAL GENERATOR SERVICE-DIST 1, 3, 4, W 24TH	2,935.75
KFT FIRE TRAINER, LLC	SERVICE WEAK SPRINGS IN REGULATORS	912.81
KLUTE TRUCK EQUIPMENT	GRAVITY TILT TRAILER-VIN# 623249	9,200.00
MARKING REFRIGERATION, INC	ICE MACHINE MAINTENANCE-DIST 1, 2, 3, TRAINING CTR	1,755.00
MENARDS	PC-FANS, HOSE, NOZZLES, WATER, HOOKS, SLAT RAILS, LIGHT BULBS, WIPER BLADES, SCREWS, BRUCHES, POPUP TENT	1,265.61

MINUTE RECORD

CLAIMS FOR 2026/10/06 COUNCIL MEETING

FIRE & RESCUE (CONT'D)

MENARDS - RALSTON	PC-ACRYLIC LIGHT PANEL	16.98
METROPOLITAN UTILITIES DIST	2026/08/01-08/31 MONTHLY SERVICE	874.44
METROPOLITAN UTILITIES DIST	2026/08/01-09/01 MONTHLY SERVICE	1,042.49
METROPOLITAN UTILITIES DIST	2026/08/04-09/01 MONTHLY SERVICE	264.10
METROPOLITAN UTILITIES DIST	2026/08/04-09/02 MONTHLY SERVICE	443.65
METROPOLITAN UTILITIES DIST	2026/08/06-09/03 MONTHLY SERVICE	297.65
NFPA	2026/10/01-2027/09/30 NFPA MEMBERSHIP-T FOWLER	225.00
NFPA	2026/10/07-2027/10/06 NFPA MEMBERSHIP-D GIFFORD	225.00
NFPA	2026/10/01-2027/09/30 NFPA MEMBERSHIP-T NAWROCKI	225.00
OMAHA MARINE CENTER	PC-FUEL FILTERS, GAS TANK, COMBO GAS FILL & TANK VENT	240.04
OMAHA PUBLIC POWER DISTRICT	2026/07/01-07/31 MONTHLY SERVICE	1,657.84
OMAHA PUBLIC POWER DISTRICT	2026/07/10-08/10 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2026/07/13-08/11 MONTHLY SERVICE	2,420.57
OMAHA PUBLIC POWER DISTRICT	2026/07/22-08/20 MONTHLY SERVICE	1,017.53
OMAHA PUBLIC POWER DISTRICT	2026/07/23-08/21 MONTHLY SERVICE	3,243.44
OMAHA PUBLIC POWER DISTRICT	2026/07/27-08/26 MONTHLY SERVICE	861.12
STARLINK - A DIVISION OF SPACE EXPLORATION TECH	PC-2026/07/28-08/28 TERMINAL ACCESS	155.00
STRYKER SALES CORPORATION	ALVARIUM BATTERY KIT	776.20
SWENSEN & ASSOCIATES	CAPTAIN PROMOTIONAL DEV TESTING	13,093.00
TED'S MOWER SALES & SERVICE	(2) SAW CHAINS	110.56
TELEFLEX LLC	EZ IO NEEDLE SETS	1,330.00
THE UPS STORE	PC-SHIPPING CHARGES	27.17
TRACTOR SUPPLY CO	PC-OVAL GALVANIZED TANK, HOSE, BRASS SHUT OFF, CONNECTOR	187.96
TRANSNET, LLC	2026/08/01-08/30 TRANSCRIPTION SERVICES	271.44
TRED-MARK COMMUNICATIONS	FIBER & DATA CABLING FOR TRAINING SITE	9,135.00
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/08/31M WORK COMP DISBURSEMENTS	1,973.13
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	2,785.16
ZOLL DATA SYSTEMS INC	2026/10/31M ZOLL BILLING	1,654.80
		$ 181,185.06

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2026/07/01-08/31 NON-CDBG CONSULTANT EXPENSES	1,347.50
AMERICAN NATIONAL BANK	2026/08/31M ACCT 1000 ANALYSIS CHG	588.80
CENTURY LINK	2026/08/04-09/03 MONTHLY SERVICE	297.89
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	224.92
CHUBB COMMERCIAL INSURANCE	2026/10/01-2027/09/30 CRIME POLICY	1,826.00
FIRST NATIONAL BANK OF OMAHA	2026/08/31M 1084 ANALYSIS CHG	631.10
GREAT PLAINS COMMUNICATIONS LLC	2026/09/30M MONTHLY SERVICE	552.59
HEARTLAND MARKETING & COMMUNICATIONS, INC	2026/07/27-08/30 SOCIAL MEDIA MANAGEMENT	4,288.54
NE-DEPARTMENT OF REVENUE	2026/08/31M SALES AND USE TAX RETURN (FORM 10)	370.54
OMAHA PUBLIC POWER DISTRICT	2026/07/13-08/11 MONTHLY SERVICE	130.63
PM AM CORPORATION	2026/08/31M ALARM FEES	2,750.00
UMB BANK - TRUST OPERATIONS	REFUNDING BONDS TX Series 2020 $6,365,000 DTD 3/31/20	533,527.50
		$ 546,536.01

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-48 PORT GIGABIT SWITCH, SCREEN PROTECTORS, WIRELESS TRANSMITTER AND RECEIVER	1,842.65
DELL MARKETING L.P.	(2) DELL PRO 16 TOUCH LAPTOPS FOR IT	3,368.00
DIGITAL LOGGERS INC	PC-DLI 16 CHANNEL USB LOGGER	826.15
INTERSTATE ALL BATTERY CENTER	BATTERIES FOR IT & COMMUNICATIONS	447.84
MNJ TECHNOLOGIES DIRECT, INC	2026/08/23-2027/08/22 ADMIN BY REQUEST & FASTRICK ADMIN	4,448.00
MOTOROLA SOLUTIONS, INC	PORTABLE ANTENNA WHIP, PARTS, PORTABLE RADIO BATTERIES (4), LEATHER CARRY CASE (4)	939.18
ONE CALL CONCEPTS	2026/08/31M LOCATES FOR IT	2.85
SENTINEL TECHNOLOGIES, INC	2026/08/31M FORTIS SERVICES & PRODUCT	5,414.77
STERLING COMPUTERS CORPORATION	2026/08/17-2027/03/15 (40) OFFICE 365 B/U FOR IT	472.80
STERLING COMPUTERS CORPORATION	2026/09/15-2027/09/14 PROSUPPORT ANNUAL SERVER MONITORING	1,238.20
STERLING COMPUTERS CORPORATION	2026/08/13-2027/09/14 PROSUPPORT ANNUAL SERVER MONITORING	9,853.28
STERLING COMPUTERS CORPORATION	2026/05/07-2027/09/14 PROSUPPORT ANNUAL SERVER MONITORING	5,374.52
STERLING COMPUTERS CORPORATION	2026/09/12-2027/09/11 PROSUPPORT ANNUAL SERVER MONITORING	3,448.54
TJ CABLE AND UNDERGROUND SERVICES, LLC	2026/08/31M LOCATES FOR IT	150.00
WASABI TECHNOLOGIES, LLC	PC-2026/06/12-07/11 MONTHLY CLOUD STORAGE	164.58
WESTLAKE ACE HARDWARE	PC-PADLOCKS	53.98
		$ 38,045.34

MINUTE RECORD

CLAIMS FOR 2026/10/06 COUNCIL MEETING

SOLID WASTE

CITY OF OMAHA	2026/08/31M COMPOST DELIVERIES	15,821.68
NE-DEPARTMENT OF REVENUE	FORM 94-WASTE REDUCTION & RECYCLING FEE RETURN 2026	25.00
PAPILLION SANITATION	2026/08/18-08/25 GLASS RECYCLING	477.34
PAPILLION SANITATION	2026/09/01-09/08 GLASS RECYCLING	446.56
		$ 16,770.58

WASTEWATER

AIRGAS USA, LLC	HONEYWELL GAS DETECTOR, SHP & HAZMAT CHG	1,335.97
AMAZON.COM, LLC	PC-FIRST AID SUPPLIES, ICE MAKER, SPOTLIGHT, INSECT REPELLENT	577.80
AMERICAN NATIONAL BANK	2026/08/31M ACCT 1034 ANALYSIS CHG	57.00
AT&T MOBILITY	2026/09/08-10/07 MONTHLY SERVICE	677.38
CAPITAL BUSINESS SYSTEMS, INC	2026/08/09-09/08 COPIER EXPENSE	104.82
CENTURY LINK	2026/08/22-09/21 MONTHLY SERVICE	110.67
CENTURY LINK	2026/09/04-10/03 MONTHLY SERVICE	66.63
CENTURY LINK	2026/09/13-10/12 MONTHLY SERVICE	150.26
CITY OF OMAHA	2026/05/31M SEWER FEES	646,496.88
COX BUSINESS SERVICES	2026/09/04-10/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2026/09/12-10/11 MONTHLY SERVICE	208.00
DAY ELECTRIC SERVICE, INC	NEW OUTLET, INSTALL TRANSFER SWITCH AT LIFT STATION	4,424.36
ECHO GROUP, INC	PC-LUGS	76.15
ELECTRICAL ENGINEERING AND EQUIPMENT CO	PC-EMERGENCY PHASE LOSS PREVENTION - 277V MODULE	1,220.70
EMBRIS GROUP LLC	BPW 230611-OLD TOWNE CIPP REHAB PKG 2026/08/31M	620.00
EMBRIS GROUP LLC	BPW 230307-BLUFF ST LIFT STATION 2026/08/31M	1,473.75
FIRST NATIONAL BANK OF OMAHA	2026/08/31M 1086 ANALYSIS CHG	506.46
HEIMES CORPORATION	BPW 211123-HAWORTH PARK SANITARY THRU 2026/07/15	183,061.60
INDOFF, INC	COPY PAPER	137.97
JUDDS BROS CONSTRUCTION CO	BPW 230307-BLUFF ST LIFT STATION 2026/06/25-09/18	49,019.40
MENARDS	PC-DEHUMIDIFIER, GLOVES, PARTS CLEANER, DRY ERASE BOARD, ANTIFREEZE, LYNCHPINS	443.99
METROPOLITAN UTILITIES DIST	2026/08/04-09/01 MONTHLY SERVICE	229.71
NASSCO INC	PC-RECERTIFICATION-G SHANNON	825.00
OMAHA PUBLIC POWER DISTRICT	2026/07/10-08/11 MONTHLY SERVICE	652.90
OMAHA PUBLIC POWER DISTRICT	2026/07/13-08/11 MONTHLY SERVICE	2,939.75
OMAHA PUBLIC POWER DISTRICT	2026/07/22-08/20 MONTHLY SERVICE	2,027.17
OMAHA PUBLIC POWER DISTRICT	2026/07/23-08/21 MONTHLY SERVICE	1,243.83
PRECISE MRM LLC	2026/08/31M FLAT DATA PLAN	253.00
RJN GROUP, INC	BPW 260106-PROF ENG SERVICES THRU 2026/08/28	43,972.50
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/08/31M WORK COMP DISBURSEMENTS	17,396.83
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M DENTAL INSURANCE	454.72
UTILITY EQUIPMENT COMPANY	FLEX COUPLINGS, PVC SEWER PIPE, INCREASER COUPLINGS	2,479.97
WESTLAKE ACE HARDWARE	PC-SNAP LINKS, GLOVES	63.92
		$ 963,529.09

MEDICAL SELF FUNDING

BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/09/03 WEEKLY MEDICAL CLAIMS FOR 2026/09/01	58,869.90
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/09/10 WEEKLY MEDICAL CLAIMS FOR 2026/09/02-09/08	186,570.04
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/09/17 WEEKLY MEDICAL CLAIMS FOR 2026/09/09-09/15	138,954.61
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/09/24 WEEKLY MEDICAL CLAIMS FOR 2026/09/16-09/22	184,089.20
COVERYS	2026/09/30M COVERYS REINSURANCE PD 2026/09/15	72,891.72
FIRST NATIONAL BANK OF OMAHA	2026/08/31M ACCT 1088 ANALYSIS CHG	290.81
		$ 641,666.28

BELLEVUE BAY INDOOR WATERPARK

HOLLAND BASHAM ARCHITECTS, INC	2026/08/31M PROF SERV-WATERPARK INV 9609	47,199.80
OMAHA PUBLIC POWER DISTRICT	UTILITY TRANSFORMER #3-BELLEVUE BAY WATERPARK	53,150.00
UMB BANK - TRUST OPERATIONS	TAX SUPPORTED MIBs 2024 $29,390,000 DTD 2024-10-04	623,650.00
UMB BANK - TRUST OPERATIONS	TAX SUPPORTED MIBs 2026 $29,400,000 DTD 2026-03-13	709,117.52
		$ 1,433,117.32

2206 LONGO DR (ANNEX)

C&E INDUSTRIES	2026/08/31M JANITORIAL SERVICE	3,991.10
CBRE, INC - VALUATION & ADVISORY SERVICES	2028/01/11-2029/01/10 LEASE EXECUTION	7,155.00
CENTURY LINK	2026/08/04-09/03 MONTHLY SERVICE	139.44
CINTAS LOCATION #749	2026/09/30M MAT SERVICE	496.48
COX BUSINESS SERVICES	2026/07/27-08/26 MONTHLY SERVICE	157.80
JIFFY/LEVENSPN'S SUPPLY	SUPPLIES	664.31

MINUTE RECORD

CLAIMS FOR 2026/10/06 COUNCIL MEETING

2206 LONGO DR (ANNEX) (CONT'D)		
METROPOLITAN UTILITIES DIST	2026/07/06-07/31 MONTHLY SERVICE - GAS	50.62
METROPOLITAN UTILITIES DIST	2026/07/06-07/31 MONTHLY SERVICE - WATER & SEWER	2,017.87
OMAHA PUBLIC POWER DISTRICT	2026/06/23-07/23 MONTHLY SERVICE	11,027 34
PAPILLION SANITATION	2026/08/31M SERVICE	425 24
PROTECH PEST CONTROL	2026/08/31M PEST CONTROL	433.35
SELDIN LLC	2026/06/30Q POSTAGE FEES	16.62
SELDIN LLC	2026/07/31M MANAGEMENT FEES	1,450.00
SELDIN LLC	2026/08/31M BANK FEES	26.87
SELDIN LLC	2026/08/31M BANK FEES	42.38
TAILORED LAWNS, INC	LAWNCARE	700.00
UMB BANK - TRUST OPERATIONS	COPs 2022B TX $2,000,000 DTD 2022-03-15	144,860.33
USG	VA - FIXED VACUUM FOR CLEANERS AT BPC, PLUMBING SERVICE FOR SINK, REPAIR FAUCET LEAK, KITCHEN BREAKROOM SINK, PULLED TRAP, REPAIRED WALLS TO BE PAINTED	1,756.37
USG	LIGHTS, MAG LIGHT COVER, VA INSPECTION, MONTHLY ELEVATOR INSPECTION, LEAK IN CEILING, CHECK ON HVAC LEAK	3,041.82
WATERLINK INC	2026/08/31M WATER TREATMENT SERVICE	431.63
		$ 178,884.57
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	2026/07/31M CDBG CONSULTANT EXPENSES	4,317.50
BELLEVUE ECONOMIC ENHANCEMENT	SMALL BUSINESS ASSISTANCE-DAIRY TWIST	1,100.00
BELLEVUE PUBLIC SCHOOLS	BPS FAMILY LITERACY PRG	3,977.23
		$ 9,394.73
G.O. BONDS		
UMB BANK - TRUST OPERATIONS	GO REF BDS 2020B TAXABLE $20,055,000 DTD 2020-06-05	920,589.99
UMB BANK - TRUST OPERATIONS	GO REF BDS 2020C TAXABLE $2,025,000 DTD 2020-08-14	231,975.00
UMB BANK - TRUST OPERATIONS	GO REF BDS 2020D TE $2,250,000 DTD 2020-12-03	280,700.00
UMB BANK - TRUST OPERATIONS	GO REF BDS 2021 $1,220,000 DTD 2021-10-20	257,550.00
UMB BANK - TRUST OPERATIONS	GO TENDER REF BDS (TX 20Bs) 2024 $7,950,000 DTD 2024-02-07	3,587,500.00
UMB BANK - TRUST OPERATIONS	GOVP REF BDS 2022 TE $1,965,000 DTD 2022-03-22	226,300.00
UMB BANK - TRUST OPERATIONS	PSTA REF BDS 2021 $3,005,000 DTD 2021-10-20	484,800.00
UMB BANK - TRUST OPERATIONS	GO REF BDS 2020A TAX EXEMPT $11,000,000 DTD 2020-06-05	165,000.00
UMB BANK - TRUST OPERATIONS	GO WATER BONDS 2024 $11,000,000 DTD 2024-03-15	275,000.00
UMB BANK - TRUST OPERATIONS	GO WATER BONDS 2025 $4,630,000 DTD 2025-08-01	115,750.00
		$ 6,545,164.99
	TOTAL CLAIMS FOR 2026/10/06	**$ 14,594,005.46**
	TOTAL PAYROLL FOR 2026/09/11	**$ 2,044,961.90**
	MEDICAL SELF FUNDING	**$ 508,739.39**

7a.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2026		SUBMITTED BY: Chief Perry Guido
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☑
LIQUOR LICENSE ☐	ORDINANCE	PUBLIC HEARING
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Swearing in new fire candidates and promotions for Fire Captains and Batallion Chief.

SYNOPSIS/BACKGROUND:

Four new fire candidates have completed eight weeks of fire training. They will take the oath of office administered by Mayor Hike and have their badges pinned on by a family member of their choosing. There will also be two promotions to Fire Captain. and Batallion Chief.

FISCAL IMPACT:: n/a BUDGETED FUNDS?: n/a 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:

n/a

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

11a.
10/6/2026

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:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

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: _____

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. 4221

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: _____

11b.
10/6/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/01/2026		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 being updated to update the wages of the unclassified employees. This change is due to the recently approved collective bargaining unit agreements and maintaining parity between the positions, the percentage increase matches the increase of the respective bargaining units.

FISCAL IMPACT: 7010 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 4225

ATTACHMENTS:

1. Ordinance No. 4225 (redlined)	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Darrell Willis

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. ~~4221~~4225

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. 4221~~4200~~; 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~~ 370 - 458
City Clerk	$ ~~6,743 - 9,717~~ 7,012- 10,106
Treasurer	$ ~~355 - 440~~ 370 - 458

Section 2a.

Unclassified Employees	Range (monthly)
Ambulance Billing Account Manager	$ ~~5,670 - 7,660~~ 5,897 – 7,966
Assistant City Attorney	$ ~~8,693 - 11,638~~ 9,040 – 12,103
Assistant Finance Director	$ ~~7,750 - 11,282~~ 8,060 – 11,734
Legal Services Director	$ ~~10,351 - 14,709~~ 10,766 – 15,297
Dir of Community & Ec. Development	$ ~~9,767 - 13,894~~ 10,158 – 14,450
Communications Director	$ ~~6,897 - 9,634~~ 7,173 – 10,019
Acctg, Reporting & Compliance Manager	$ ~~7,200 - 10,071~~ 7,488 – 10,473
Deputy Director Parks & Rec	$ ~~6,727 - 9,636~~ 6,996 – 10,021
Finance Director	$ ~~9,599 - 13,530~~ 9,983 – 14,072
Fire Chief	$ ~~10,227 - 14,217~~ 10,636 – 14,786
Human Resources Generalist	$ ~~4,727 - 7,233~~ 4,916 – 7,523
Human Resources Director	$ ~~8,462 - 12,641~~ 8,801 – 13,147
Manager of Engineering Services	$ ~~8,629 - 11,712~~ 8,974 – 12,181
Legal Affairs & Special Projects Mgr.	$ ~~6,545 - 9,013~~ 6,807 – 9,374

Library Director	$ ~~8,559 – 11,768~~ 8,902 – 12,238
Planning Director	$ ~~8,642 – 12,579~~ 8,988 – 13,082
Police Chief	$ ~~10,790 – 14,884~~ 11,222 – 15,480
Public Works Director	$ ~~9,961 – 13,948~~ 10,360 – 14,506
Public Works Engineer II	$ ~~6,956 – 9,802~~ 7,234 – 10,194
Risk Manager	$ ~~7,549 – 10,176~~ 7,851 – 10,584

Section 2b.

Unclassified	Range (hourly)
CATV Specialist	$ ~~26.29 – 36.17~~ 27.34 – 37.62
Executive Secretary	$ ~~30.53 – 43.91~~ 31.75 – 45.67
Emergency Medical Services Supervisor	$ ~~49.48 – 65.11~~ 51.46 – 67.71
Human Resources Assistant	$ ~~25.19 – 34.13~~ 26.20 – 35.50
Paralegal	$ ~~28.67 – 39.03~~ 29.82 – 40.59
Payroll Specialist	$ ~~26.64 – 36.76~~ 27.71 – 38.23
Office of Professional Standards Coord.	$ ~~29.78 – 38.00~~ 30.97 – 39.52

Section 2c. Beginning October 1, 2026, and each October 1 thereafter in order to maintain competitive market pay, the wage ranges listed for Section 2, Section 2a, Section 2b, Section 5 and Section 7 will receive a Cost-of-Living Adjustment (COLA) to their base wage rates based on the 12-month percentage change in the non-seasonally adjusted CPI-U for the Midwest Region ending April 30 of that year, as published by the U.S. Bureau of Labor Statistics. The annual COLA will be no less than 1% and no more than 4% and will be applied to the then-current base wage rate for every step and classification, in addition to any step increases, classification changes, or other wage adjustments provided under the Agreement.

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~~ 10,169 – 13,253

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~~
18.76	19.42	20.09	20.80	21.53	22.28

Unclassified Part-Time Positions	Range (hourly)
Part-Time Administrative Intern Position:	$~~15.00 to $16.50~~ 15.60 – 17.16
Ambulance Billing Clerk	$~~22.02 to 30.21~~ 22.90 – 31.42
Library Shelver	$~~15.00 to 19.00~~ 15.60 – 19.76
Library Clerk	$~~15.00 to 19.00~~- 15.60 – 19.76
Tour Guide	$~~15.00 to 17.00~~ 15.60 – 17.68

Section 8. That Ordinance ~~4200~~4221 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: _____

11c.
10/6/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:			SUBMITTED BY: Rich Casey		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Ordinance amending Bellevue Municipal Code Section 12-60(B) pertaining to the allowable hours that fireworks may be sold within the city of Bellevue.

SYNOPSIS/BACKGROUND:

The proposed amendment changes the hours during which fireworks may be sold within the city limits from June 25 through July 4.
Currently, fireworks sales hours correspond with the hours during which fireworks may legally be discharged. Allowing fireworks to be sold up to the same time that discharge is permitted can contribute to fireworks being discharged beyond the allowable hours.
The amendment would establish the following closing times for fireworks sales:

- June 25 through July 3: Sales would end at 9:00 p.m., rather than 10:00 p.m.
- July 4: Sales would end at 11:00 p.m., rather than midnight.

The intent is to provide a one-hour period between the end of fireworks sales and the end of the permitted discharge period, helping encourage compliance with the city's fireworks ordinance and reducing illegal fireworks activity.

FISCAL IMPACT:: ~~None~~ Not Known 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:

Recommend approval of Ordinance No. ~~*****~~ 4226 amending section 12-60(B) of the Bellevue Municipal Code.

ATTACHMENTS:

1. Ord. No 4226 - Red-lined
2. ord. No. 4226- Clean
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Daniel K Ellis

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO. 4226

AN ORDINANCE TO AMEND CHAPTER 12, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE IV, SECTIONS 12-60; REGARDING FIREWORKS 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 12, Article IV, Sections 12-60 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 12-60 SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS RESTRICTED.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the city as a distributor, jobber or retailer (as such terms are defined by the laws of the state, as amended from time to time) unless licensed by the city for such purposes; provided that such licensee shall at all times comply with §§ 12-60 through 12-100 and with any applicable laws, regulations and rules of the state, as amended from time to time.

(B) (1) No fireworks may be sold at retail in this city except, daily, from 8:00 a.m. until 9:00 p.m., June 25 through July 3, and from 8:00 a.m. until 11:00 p.m. on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this city other than fireworks. Unless first expressly approved by the city council, it shall be unlawful to discharge fireworks in this city except between:

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

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

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

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

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. 4226

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

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(B) (1) No fireworks may be sold at retail in this city except, daily, from 8:00 a.m. until ~~10:00~~ 9:00 p.m., June 25 through July 3, and from 8:00 a.m. until ~~12:00 midnight~~ 11:00 p.m. on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this city other than fireworks. Unless first expressly approved by the city council, it shall be unlawful to discharge fireworks in this city except between:

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

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

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

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

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: _____

11d.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: Sept. 1, 2026			SUBMITTED BY: Library Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✓	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Update Chapter 16-23 City Ordinance regarding Library Board composition

SYNOPSIS/BACKGROUND:

Due to the inability to secure and retain persons wanting to volunteer for service on the Bellevue Library Advisory Board, the composition of the Board is suggested to be seven versus nine.

FISCAL IMPACT:: $0 BUDGETED FUNDS?: N/A GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:		COUNTER-PARTY:		INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve updating City Ordinance 16-23 to reflect the Library Advisory Board composition as seven members instead of nine. (State law requires that the Board have at least 5 members).

ATTACHMENTS:

1. Ordinance #4229 Red-lined	2. Ordinance #4229 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. 4229

AN ORDINANCE TO AMEND CHAPTER 16, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE II SECTIONS 16-23; REGARDING LIBRARY ADVISORY BOARD 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 16, Article II, Sections 16-23 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 16-23 COMPOSITION.

The Library Advisory Board shall have seven members. The members of the board shall be chosen from citizens at large of the City; provided, that neither the Mayor nor any member of the City Council shall be appointed as a member of the board.

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. 4229

AN ORDINANCE TO AMEND CHAPTER 16, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE II SECTIONS 16-23; REGARDING LIBRARY ADVISORY BOARD 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 16, Article II, Sections 16-23 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 16-23 COMPOSITION.

The Library Advisory Board shall have ~~nine~~ seven members. The members of the board shall be chosen from citizens at large of the City; provided, that neither the Mayor nor any member of the City Council shall be appointed as a member of the board.

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: _____

12a.
10/6/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 15, 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 amend Sections 2.19 and 5.28, City of Bellevue Zoning Ordinance, to add a definition of "pipeline transfer facility," and to allow non-public entities to access and transfer commodities through existing infrastructure within the MH zoning district as a permitted use. Applicant: POET Biocarbon.

SYNOPSIS/BACKGROUND:

POET Biocarbon is requesting an amendment to Sections 2.19 and 5.28, zoning ordinance, to add a definition of "pipeline transfer facility" and to allow non-public entities to access and transfer commodities through an existing pipeline within the MH zoning district. The ordinance currently allows for public utility main transmission lines including substations, distribution centers, regulator and pumping stations, storage, equipment buildings, etc.; however, it does not address private companies. POET desires to transport CO2 utilizing the existing Tallgrass pipeline.

FISCAL IMPACT:: n/a 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: N/A

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Both the Planning Department and Planning Commission are recommending approval of the amendment as presented.

ATTACHMENTS:

1. PC Recommendation	2. Staff Memo	3. Ord No 4230
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 #: 195

CITY COUNCIL HEARING DATE: October 6, 2026

REQUEST: to amend Sections 2.19 and 5.28, Zoning Ordinance, to add a definition of "pipeline transfer facility," and to allow non-public entities to access and transfer commodities through existing infrastructure within the MH zoning district. Applicant: POET Biocarbon.

On August 27, 2026, the City of Bellevue Planning Commission voted eight yes, zero no, one absent, and zero abstained:

APPROVAL of amendment as presented.

VOTE:

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

Planning Commission Hearing was held on: August 27, 2026

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

We Influence The World!

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
FROM: Tammi Palm, Planning Director
DATE: September 8, 2026
RE: Text Amendment to Sections 2.19 and 5.28, Zoning Ordinance

Dillon Oakes on behalf of POET Biocarbon T, LLC, has requested an amendment to Sections 2.19 and 5.28, City of Bellevue Zoning Ordinance, to add a definition of "pipeline transfer facility" and to allow non-public entities to access and transfer commodities through existing infrastructure within the MH zoning district as a permitted use.

POET desires to utilize existing pipeline infrastructure for the purpose of transferring commodities. Currently, the MH zoning district allows for public utility main transmission lines to include substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings garages, towers, or similar public service uses; however, it does not allow the same for private companies.

In Mr. Oakes' initial application, he provided a definition of "pumping station shall mean a facility tied into a pipeline in order to push a commodity through the transmission pipeline."

Staff researched similar regulations throughout our jurisdiction as well as regionally. Although there are many statewide environmental regulations, staff found limited local jurisdictional regulations. Dakota County, Nebraska is one of the few examples we found in the area with language defining and regulating this type of use. After completing this research, staff reached out to Mr. Oakes and suggested some revisions to the language he originally presented.

In working together, the applicant and staff are proposing the following definition:

Pipeline Transfer Facility. A facility operated in conjunction with an existing pipeline system where commodities transported by pipeline are received, metered, compressed, regulated, stored in storage tanks or other above-ground storage facilities, or transferred to or from pipelines, trucks, or other transportation vehicles for shipment.

As such, staff is recommending the following amendments:

Section 2.19 P

PAINTBALL shall mean all guns and other devices used for the purpose of firing pellets containing a latex paint at a person or target.

PAINTBALL COURSE, COMMERCIAL shall mean a commercial recreational park containing obstacle courses for the purpose of staging paintball battles. Said facility generally collects a fee, either as membership or on a visit-by-visit basis that allows individuals to participate in paintball activities.

PAR-3 GOLF COURSE shall mean a golf course other than a miniature golf course and other than a golf course defined herein and having greens similar to a golf course and fairways of not less than 50 yards in length. A par-3 golf course may not be lighted unless so specified as permitted in the text of this ordinance.

PARCEL shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.

PARK shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.

PARKING AREA, PRIVATE shall mean an area, other than a street, used for the parking of automotive vehicles capable of moving under their own power and restricted from general public use.

PARKING AREA, PUBLIC shall mean an area, other than a private parking area or street used for the parking of vehicles capable of moving under their own power, either free or for remuneration.

PARKING SPACE, AUTOMOBILE shall mean an area, other than a street or alley, reserved for the parking of an automobile, such space having a dimension not less than 9 feet by 20 feet, plus such additional area as is necessary to afford adequate ingress and egress.

PARKWAY shall mean an arterial or collector roadway with full or partial control of access and located within a park or ribbon of park like development.

PERFORMANCE GUARANTEE shall mean a financial guarantee to ensure that all improvements, facilities, or work required by this Ordinance will be completed in compliance with these regulations as well as with approved plans and specifications of a development.

PERMANENT FOUNDATION shall mean a base constructed from either poured concrete or laid masonry rock or brick and placed on a footing located below ground level to a point below the frost line upon which a building or structure is permanently attached.

PERMANENTLY ATTACHED shall mean connected to real estate in such a way as to require dismantling, cutting away, or unbolting in order to remove, relocate, or replace.

PERMITTED USE shall mean any land use allowed without condition within a zoning district.

PERSON shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district

or any other group or combination acting as an entity, except that it shall not include Bellevue, Nebraska.

PET HEALTH SERVICE (See "Animal Hospital")

PET SHOP shall mean a retail establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry.

PIPELINE TRANSFER FACILITY shall mean a facility operated in conjunction with an existing pipeline system where commodities transported by pipeline are received, metered, compressed, regulated, stored in storage tanks or other above-ground storage facilities, or transferred to or from pipelines, trucks, or other transportation vehicles for shipment.

PLANNED UNIT DEVELOPMENT shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan.

PLANNING COMMISSION shall mean the Planning Commission of Bellevue, Nebraska.

PLANNING DIRECTOR shall mean the person authorized and empowered by the City to interpret, administer, and enforce the requirements of this Ordinance.

PLANT MATERIALS shall mean trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.

PLAT shall mean a map showing the location, boundaries, and legal description of individual properties.

POLICY shall mean a statement or document of the City, such as the comprehensive plan, that forms the basis for enacting legislation or making decisions.

PORTABLE OUTDOOR STORAGE shall mean storage which does not take place within a building and typically includes the use of land/sea containers which are normally stored in the open and used for shipping purposes on large cargo ships, freight trains, and/or semi-trailer trucks.

POSTAL STATION shall mean a commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease.

POULTRY shall mean domestic fowl, chickens, ducks, geese, and similar fowl, but specifically excluding turkeys and guinea fowl.

PRESCHOOL shall mean an early childhood program which provides primarily educational services, where children do not nap and where children are not served a meal.

PREMISES shall mean a tract of land, consisting of one lot or irregular tract, or more than one lot or irregular tract, provided such lots or tracts are under common ownership, contiguous, and used as a single tract. A building or land within a prescribed area.

PRIMARY ZONE shall mean a zoning classification which can stand alone as a classification of a parcel of property.

PRINCIPAL PERMITTED USE shall mean that use of a zoning lot which is among the uses allowed as a matter of right under the zoning classification.

PROHIBITED USE shall mean any use of land, other than non-conforming, which is not listed as a permitted use or conditional use within a zoning district.

PROMOTIONAL DEVICE shall mean any sign intended to be displayed either with or without a frame, with or without characters, letters, illustrations, or other material, on a fabric of any kind. National flags, flags of political subdivisions, or symbolic flags of any institutions or business shall be considered a promotional device for the purpose of this definition. Banners, pennants, inflatable characters, streamers, or fringe-type ribbons or piping shall be considered as a promotional device.

PROPORTION shall mean a balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

PROTECTED ZONE shall mean all lands that fall outside the buildable areas of a parcel, all areas of a parcel required to remain in open space, and/or all areas required as landscaping strips according to the provisions of the Zoning Regulation.

PUBLIC FACILITY shall mean any building, location, or structure, owned by a public entity such as a library, fire station, school, park, and other similar facilities and uses.

PUBLIC SERVICES/USE shall mean a specified activity or area that either through actual public ownership or through dedication of easements allows the general public access and use.

PUBLIC UTILITY shall mean any business which furnishes the general public telephone service, telegraph service, electricity, natural gas, water and sewer, or any other business so affecting the public interest as to be subject to the supervision or regulation by an agency of the state or federal government.

PUBLIC WATER SUPPLY shall mean a water supply system designed to provide public piped water fit for human consumption, if such system has at least 15 service connections or regularly serves at least twenty-five individuals. This definition shall include: (1) Any collection, treatment, storage, or distribution facilities under the control of the operator of such system and used primarily in connection with such system; and (2) Any collection or pretreatment storage facilities not under such control which are used primarily in the connection with such system.

Section 5.28 MH Heavy Manufacturing District

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

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.

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

B. No stacking of containers shall be permitted.

C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.

D. Containers may not encroach into a drainage way or required landscaped area.

E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.

F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.

G. All containers shall remain locked at all times, when not being attended to, whether empty or full.

H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.

I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.

32. Printing services when mechanical operation is not visible from a street.
33. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
34. Radio and television stations, except transmission towers over 35 feet high.
35. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
36. Recycling Collection and processing facilities, both public and private. ***(Ord. No. 4053, Oct 5, 2021)***
37. Stone and monument work.
38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
39. Temporary batch plants, not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
40. Truck wash.
41. Trucking terminals containing in excess of four loading or transfer bays.
42. Veterinary Services, including livestock.
43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
44. Yards for the sale, transfer, and temporary holding of livestock. ***(Ord. No. 3840, Feb.8, 2016)***

5.28.02 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
2. Commercial/Utility grade SCS, subject to Section 8.07 ***(Ord. No. 4055, Oct 5, 2021)***
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Meat packing, slaughtering, eviscerating, and skinning.
5. Permanent batch plants for concrete, asphalt, or paving material.

6. Permanent recycling plant for concrete, asphalt, or paving material. ***(Ord. No. 4027, March 2, 2021).***
7. Poultry killing, plucking, and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
10. Self-service storage facilities provided they meet the following restrictions:
    A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
    B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
    C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
    D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
    E. Parking/Loading:
    Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
    Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
    F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
    G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
    H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. ***(Ord. No. 3888, Dec. 11, 2017)***
    (Ord. No. 4216, June 2, 2026)
11. Special and vocational educational and training facilities.
12. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
13. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

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

F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

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

5.28.06 Space Limits:

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

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.

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

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of the amendment as presented

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented

ORDINANCE NO.4230

AN ORDINANCE TO AMEND SECTIONS 2.19 and 5.28, ORDINANCE NO. 4146, BELLEVUE ZONING ORDINANCE, RELATING TO DEFINITIONS AND PERMITTED USES IN THE MH HEAVY MANUFACTURING DISTRICT; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 2.19, "P," of Ordinance No. 4146 is hereby amended to read as follows:

Section 2.19 P

PAINTBALL shall mean all guns and other devices used for the purpose of firing pellets containing a latex paint at a person or target.

PAINTBALL COURSE, COMMERCIAL shall mean a commercial recreational park containing obstacle courses for the purpose of staging paintball battles. Said facility generally collects a fee, either as membership or on a visit-by-visit basis that allows individuals to participate in paintball activities.

PAR-3 GOLF COURSE shall mean a golf course other than a miniature golf course and other than a golf course defined herein and having greens similar to a golf course and fairways of not less than 50 yards in length. A par-3 golf course may not be lighted unless so specified as permitted in the text of this ordinance.

PARCEL shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.

PARK shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.

PARKING AREA, PRIVATE shall mean an area, other than a street, used for the parking of automotive vehicles capable of moving under their own power and restricted from general public use.

PARKING AREA, PUBLIC shall mean an area, other than a private parking area or street used for the parking of vehicles capable of moving under their own power, either free or for remuneration.

PARKING SPACE, AUTOMOBILE shall mean an area, other than a street or alley, reserved for the parking of an automobile, such space having a dimension not less than 9 feet by 20 feet, plus such additional area as is necessary to afford adequate ingress and egress.

PARKWAY shall mean an arterial or collector roadway with full or partial control of access and located within a park or ribbon of park like development.

PERFORMANCE GUARANTEE shall mean a financial guarantee to ensure that all improvements, facilities, or work required by this Ordinance will be completed in compliance with these regulations as well as with approved plans and specifications of a development.

PERMANENT FOUNDATION shall mean a base constructed from either poured concrete or laid masonry rock or brick and placed on a footing located below ground level to a point below the frost line upon which a building or structure is permanently attached.

PERMANENTLY ATTACHED shall mean connected to real estate in such a way as to require dismantling, cutting away, or unbolting in order to remove, relocate, or replace.

PERMITTED USE shall mean any land use allowed without condition within a zoning district.

PERSON shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district

or any other group or combination acting as an entity, except that it shall not include Bellevue, Nebraska.

PET HEALTH SERVICE (See "Animal Hospital")

PET SHOP shall mean a retail establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry.

PIPELINE TRANSFER FACILITY shall mean a facility operated in conjunction with an existing pipeline system where commodities transported by pipeline are received, metered, compressed, regulated, stored in storage tanks or other above-ground storage facilities, or transferred to or from pipelines, trucks, or other transportation vehicles for shipment.

PLANNED UNIT DEVELOPMENT shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan.

PLANNING COMMISSION shall mean the Planning Commission of Bellevue, Nebraska.

PLANNING DIRECTOR shall mean the person authorized and empowered by the City to interpret, administer, and enforce the requirements of this Ordinance.

PLANT MATERIALS shall mean trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.

PLAT shall mean a map showing the location, boundaries, and legal description of individual properties.

POLICY shall mean a statement or document of the City, such as the comprehensive plan, that forms the basis for enacting legislation or making decisions.

PORTABLE OUTDOOR STORAGE shall mean storage which does not take place within a building and typically includes the use of land/sea containers which are normally stored in the open and used for shipping purposes on large cargo ships, freight trains, and/or semi-trailer trucks.

POSTAL STATION shall mean a commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease.

POULTRY shall mean domestic fowl, chickens, ducks, geese, and similar fowl, but specifically excluding turkeys and guinea fowl.

PRESCHOOL shall mean an early childhood program which provides primarily educational services, where children do not nap and where children are not served a meal.

PREMISES shall mean a tract of land, consisting of one lot or irregular tract, or more than one lot or irregular tract, provided such lots or tracts are under common ownership, contiguous, and used as a single tract. A building or land within a prescribed area.

PRIMARY ZONE shall mean a zoning classification which can stand alone as a classification of a parcel of property.

PRINCIPAL PERMITTED USE shall mean that use of a zoning lot which is among the uses allowed as a matter of right under the zoning classification.

PROHIBITED USE shall mean any use of land, other than non-conforming, which is not listed as a permitted use or conditional use within a zoning district.

PROMOTIONAL DEVICE shall mean any sign intended to be displayed either with or without a frame, with or without characters, letters, illustrations, or other material, on a fabric of any kind. National flags, flags of political subdivisions, or symbolic flags of any institutions or business shall be considered a promotional device for the purpose of this definition. Banners, pennants, inflatable characters, streamers, or fringe-type ribbons or piping shall be considered as a promotional device.

PROPORTION shall mean a balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

PROTECTED ZONE shall mean all lands that fall outside the buildable areas of a parcel, all areas of a parcel required to remain in open space, and/or all areas required as landscaping strips according to the provisions of the Zoning Regulation.

PUBLIC FACILITY shall mean any building, location, or structure, owned by a public entity such as a library, fire station, school, park, and other similar facilities and uses.

PUBLIC SERVICES/USE shall mean a specified activity or area that either through actual public ownership or through dedication of easements allows the general public access and use.

PUBLIC UTILITY shall mean any business which furnishes the general public telephone service, telegraph service, electricity, natural gas, water and sewer, or any other business so affecting the public interest as to be subject to the supervision or regulation by an agency of the state or federal government.

PUBLIC WATER SUPPLY shall mean a water supply system designed to provide public piped water fit for human consumption, if such system has at least 15 service connections or regularly serves at least twenty-five individuals. This definition shall include: (1) Any collection, treatment, storage, or distribution facilities under the control of the operator of such system and used primarily in connection with such system; and (2) Any collection or pretreatment storage facilities not under such control which are used primarily in the connection with such system.

Section 2. That Section 5.28 of Ordinance No. 4146 is hereby amended to read as follows:

Section 5.28 MH Heavy Manufacturing District

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

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dying plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.

25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Pipeline Transfer Facility
31. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
    A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
    B. No stacking of containers shall be permitted.
    C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
    D. Containers may not encroach into a drainage way or required landscaped area.
    E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
    F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
    G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
    H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
    I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
32. Printing services when mechanical operation is not visible from a street.
33. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
34. Radio and television stations, except transmission towers over 35 feet high.
35. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
36. Recycling Collection and processing facilities, both public and private. ***(Ord. No. 4053, Oct 5, 2021)***
37. Stone and monument work.
38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
39. Temporary batch plants, not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
40. Truck wash.
41. Trucking terminals containing in excess of four loading or transfer bays.
42. Veterinary Services, including livestock.
43. Warehouses and storage of non-hazardous goods provided storage is inside building.
44. Yards for the sale, transfer, and temporary holding of livestock. ***(Ord. No. 3840, Feb.8, 2016)***

5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
2. Commercial/Utility grade SCS, subject to Section 8.07 ***(Ord. No. 4055, Oct 5, 2021)***

3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Meat packing, slaughtering, eviscerating, and skinning.
5. Permanent batch plants for concrete, asphalt, or paving material.
6. Permanent recycling plant for concrete, asphalt, or paving material. ***(Ord. No. 4027, March 2, 2021).***
7. Poultry killing, plucking, and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
10. Self-service storage facilities provided they meet the following restrictions:
    - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
    - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
    - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
    - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
    - E. Parking/Loading:
      Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
      Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
    - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
    - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
    - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. ***(Ord. No. 3888, Dec. 11, 2017)***
      (Ord. No. 4216, June 2, 2026)
11. Special and vocational educational and training facilities.
12. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
13. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

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

5.28.05 Permitted Accessory Uses:

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

5.28.06 Space Limits:

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

8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

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

Section 3. That Sections 2.19 and 5.28 of Ordinance No. 4146, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

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

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

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____
City Clerk

_____
Mayor

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

Bellevue NEBRASKA
We Influence The World!

To: Bellevue City Council

Cc: Poet Industries

From: Harrison Johnson

Date: September 8, 2026

Subject: Letter of Support Text Amendment

Industrial development provides primary jobs for a community and is generally considered a necessary economic element for municipal expansion and sustainability. Primary jobs are defined as employment in an industry where the goods or services produced are consumed primarily outside of geographic economic area of activity. For instance, Kellogg's produces cereals at their facility that are consumed world wide, as opposed to just consumers in the Omaha-metro. The employees, and their wages they earn, are thus provided by sales from all the places that purchase Kellogg's products around the globe bring outside dollars in.

In line with that industrial development is best anchored when complimenting existing community assets like access to labor, and transportation to market. The City of Bellevue is blessed in this respect. We have access to major motor vehicle transportation corridors, rail freight transportation, a vibrant workforce, and quality of life amenities. We also have ethanol production as a significant cornerstone of our state's industry, and industrial use byproduct mitigation is becoming a major sector. Tall Grass is one such example of Carbon Dioxide (CO2) transportation and use with their investment in a major transmission line in Nebraska. Bellevue is perfectly positioned to support this industry in exchange of jobs and other development.

To that end, POET has become one of the first users of this pipeline by contracting with Tall Grass for CO2 sequestration, a critical component of ethanol manufacturing. The City is benefited by responsible legislation proposed by POET in this amendment and their investment will bring jobs, economic activity, and expanded opportunities for future industrial growth.

The City of Bellevue's administration firmly supports this amendment and the proposed project by POET.

12b.
10/6/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09.15.2026			SUBMITTED BY: Administration		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Amend Chapter 21 regarding the City Museum.

SYNOPSIS/BACKGROUND:

The composition of the Museum Board is suggested to be five versus nine due to current new stages of formation. As the Museum grows in future years the composition may be changed to include up to nine.

FISCAL IMPACT:: None. BUDGETED FUNDS?: N/A 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: N/A

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4232 and authorize the Mayor to sign. Request to waive the three readings, hold a public hearing and vote at meeting held on 09.15.2026.

ATTACHMENTS:

1. Ordinance No. 4232 - Red-Lined Copy	2. Ordinance No. 4232- Clean Copy	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. 4232

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE III SECTIONS 21-39 to 21-41 REGARDING THE MUSEUM BOARD AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 21, Article 3, Sections 21-39 of the Bellevue Municipal Code is hereby amended to read as follows:

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

The Mayor, with the approval of the City Council, shall appoint a museum Board of ~~eight~~ ~~five (5)~~ seven (7) members.~~, to be chosen from the citizens at large. The Two members shall be chosen from City of Bellevue current staff and three members shall be chosen from the citizens at large.~~ The museum board shall be known as the Bellevue Historical Society Board. Neither the Mayor nor any member of the City Council shall be a member of the museum Board. The terms of office for members of the Board shall be staggered and be for terms of four years, with two members being appointed each year for a four-year term. ~~The members of the museum board first appointed shall hold office, the first for a term of one year, the second for a term of two years, the third for a term of three years, the fourth for a term of four years and the fifth for a term of five years, from the first day of July following their appointment. As their terms expire, members shall be chosen annually thereafter for a term of five years.~~ In case of vacancies, the Mayor, with approval of City Council, shall have the power to fill the vacancy for the unexpired term. Appointments shall be made at the last regular meeting of the city council in June of each year.

Section 2. That Chapter 21, Article 3, Sections 21-39 of the Bellevue Municipal Code is hereby amended to read as follows:

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

The museum Board shall, at their first regular meeting ~~in~~ ~~August~~ ~~October~~ of each year, organize by electing one of their members as president, another as secretary, and such other officers as may be necessary. Four members of the museum Board shall constitute a quorum for the transaction of business. The museum Board shall recommend the adoption of such rules and regulations for the governance of the museum as may be appropriate, subject to the review and approval of the ~~Mayor and~~ City Council. These rules and regulations may include the renting of museum building areas, and rules affecting the supervision, care and custody of any room or museum property, as well as rules providing for the exclusion from the use of the museum by anyone who shall willfully violate or refuse to comply with the rules and regulations established for the governance of the museum. The museum board ~~shall~~ may have power to employ the Museum Director and any and all personnel necessary for the operation of the museum and to fix their salaries.~~,~~ with approval of City Council.

~~In addition, the museum director and~~ The museum Board shall have exclusive control of the museum collection and exhibits, and the films and programming offered to patrons of the museum. The museum Board shall recommend the expenditure of all the money collected or donated to the credit of the museum, which expenditures shall be approved by ~~the Mayor and~~ City Council.

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

§ 21-41 ~~MUSEUM DIRECTOR.~~ RESERVED.

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

Section 4. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

_____
Mayor, Rusty Hike

_____
City Clerk

APPROVED AS TO FORM:

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

_____
City Attorney

ORDINANCE NO. 4232

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE III SECTIONS 21-39 to 21-41 REGARDING THE MUSEUM BOARD AND TO PROVIDE AN EFFECTIVE DATE.

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The Mayor, with the approval of the City Council, shall appoint a museum Board of seven (7) members. The museum board shall be known as the Bellevue Historical Society Board. Neither the Mayor nor any member of the City Council shall be a member of the museum Board. The terms of office for members of the Board shall be staggered and be for terms of four years, with two members being appointed each year for a four-year term. In case of vacancies, the Mayor, with approval of City Council, shall have the power to fill the vacancy for the unexpired term. Appointments shall be made at the last regular meeting of the city council in June of each year.

Section 2. That Chapter 21, Article 3, Sections 21-39 of the Bellevue Municipal Code is hereby amended to read as follows:

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

The museum Board shall, at their first regular meeting of each year, organize by electing one of their members as president, another as secretary, and such other officers as may be necessary. Four members of the museum Board shall constitute a quorum for the transaction of business. The museum Board shall recommend the adoption of such rules and regulations for the governance of the museum as may be appropriate, subject to the review and approval of the City Council. These rules and regulations may include the renting of museum building areas, and rules affecting the supervision, care and custody of any room or museum property, as well as rules providing for the exclusion from the use of the museum by anyone who shall willfully violate or refuse to comply with the rules and regulations established for the governance of the museum. The museum board may have power to employ the Museum Director and any and all personnel necessary for the operation of the museum and to fix their salaries with approval of City Council.

The museum Board shall have exclusive control of the museum collection and exhibits, and the films and programming offered to patrons of the museum. The museum Board shall recommend the expenditure of all the money collected or donated to the credit of the museum, which expenditures shall be approved by City Council.

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

§ 21-41 RESERVED.

Section 4. 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.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 6, 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 amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The city's extra-territorial jurisdiction (ETJ) currently splits Part of Tax Lots 15 and 17, along with Part of Tax Lot 1; the northern portions are in Bellevue's ETJ while the remainder lies in Sarpy County. In order to facilitate future growth and development, the city is requesting to amend its ETJ boundary. Last spring the city passed a resolution to request Sarpy County cede jurisdiction. Sarpy County has since approved that request. This ordinance will finalize the boundary. The city's ETJ was last amended in February 2026 for a similar request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:		COUNTER-PARTY:		INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:		CIP PROJECT NAME:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

1.	Ordinance No. 4233	2.	Sarpy County Res. 2026-269	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Aimee Bathillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

ORDINANCE NO. 4233

AN ORDINANCE TO AMEND SECTION 26-40 OF ARTICLE III OF CHAPTER 26 OF THE BELLEVUE CITY CODE RELATING TO BOUNDARIES OF THE OFFICIAL ZONING JURISDICTION MAP FOR LANDS LYING INSIDE THE CITY LIMITS OF BELLEVUE AND LANDS LYING OUTSIDE THE CITY LIMITS BUT WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION; TO ADOPT A MAP ESTABLISHING JURISDICTIONAL BOUNDARIES; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. That Section 26-40 of Article III of Chapter 26 of the Bellevue City Code is hereby amended to read as follows:

(a) Whenever used in this Code, the term "Official Zoning Jurisdiction Maps" shall mean the map attached to this Ordinance as Exhibit A and dated November 20, 2026, as such Maps are amended by ordinance from time to time. To the extent required by law, the Official Zoning Jurisdiction Maps are by this reference made a part of this Section 26-40. The Official Zoning Maps shall be maintained by the planning department and shall be considered the official map for purposes of sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska, and for purposes of enforcement of the Code, including the City zoning ordinance and the subdivision regulations.

(b) The Official Zoning Jurisdiction Maps shall separately identify the corporate limits of the City and those areas that lie outside the corporate limits of the city that have been designated by the city for purposes of implementing sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska and contemplated by section 26-38(ii) of this Code.

(c) The Official Zoning Jurisdiction Maps shall be amended as necessary, or appropriate, whenever the city shall modify its corporate limits. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

(d) The location, size, shape, and boundaries of the zones to which the provisions of section 26-38 and section 26-39 of this Code are applicable shall be indicated on the Official Zoning Jurisdiction Maps. Any amendment to a zoning classification on the Official Zoning Jurisdiction Map shall include the legal description of the land involved, including appropriate adjacent public right-of-way on public property. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

Section 2. That Section 26-40 of the Bellevue City Code as heretofore existing is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

Adopted by the Mayor and City Council this 3rd day of November 2026.

ATTEST:

_____
Mayor

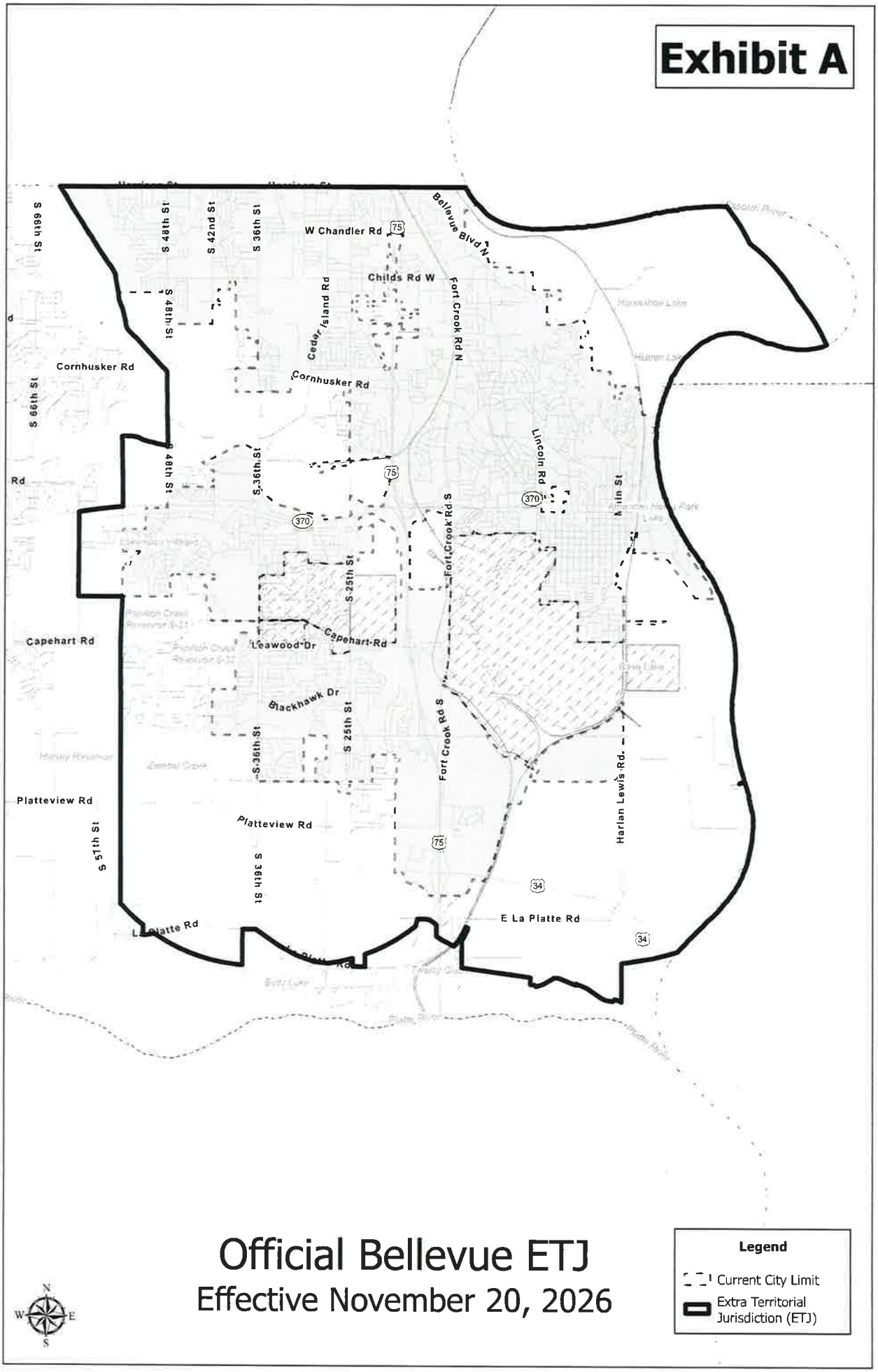
_____
City Clerk

First Reading: 10/06/2026
Second Reading: _____
Third Reading: _____

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A



Official Bellevue ETJ

Effective November 20, 2026

Legend

- Current City Limit
- Extra Territorial Jurisdiction (ETJ)

Resolution 2026-269

BOARD MEETINGS
SARPY COUNTY, NEBRASKA

Ceding and transferring zoning jurisdiction over that Part of Tax Lots 15 & 17 in Section 26, along with Part of Tax Lot 1 in Section 25, north of that part granted to Papio Missouri NRD by warranty deed, all in Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska. Generally located east of South 8th Street and south of East La Platte Road. Applicant: City of Bellevue.

Whereas, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

Whereas, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

Whereas, pursuant to Neb. Rev. Stat. §13-327, the City Council of the City of Bellevue has voted to request that the County Board cede and transfer to the City of Bellevue extraterritorial jurisdiction (ETJ) over land outside the area extending two miles from the corporate boundaries of the City of Bellevue as described herein.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board makes the following findings of fact:

1. On May 19, 2026, the City Council of the City of Bellevue voted to request that Sarpy County cede jurisdiction for a portion of a property legally described as Part of Tax Lots 15 & 17 in Section 26, along with Part of Tax Lot 1 in Section 25, north of that part granted to Papio Missouri NRD by warranty deed, recorded as Instrument Number 2019-13909, all located in Township 13 North, Range 13 East of the 6th P.M. Sarpy County Nebraska ("Property") as shown on Exhibit A. Sarpy County Planning Department staff reviewed the request and make a recommendation of approval as noted in the attached Exhibit A, which Exhibit A includes the Planning Department report, the City of Bellevue Resolution 2026-09, and attachments, all as attached hereto and incorporated herein.
2. Sarpy County has a Comprehensive Plan adopted pursuant to Neb. Rev. Stat. §23-114.
3. The City of Bellevue is currently exercising extraterritorial jurisdiction over territory within the boundaries of Sarpy County.
4. The Property is within the projected growth pattern of the City of Bellevue and would be within the city's extraterritorial jurisdiction by reason of annexation within a reasonable period of years.
5. Not more than a total of twenty-five percent of the territory of Sarpy County located outside the corporate boundaries of the City of Bellevue has been ceded to the jurisdiction of the City of Bellevue within the last ten years.
6. No portion of the requested Property lies within an area extending one-half mile from the extraterritorial jurisdiction of any village or any other city of the first or second class.
7. The owner of the Property desires to develop the Property and to undertake such development under the single jurisdiction of the City of Bellevue and as such has no objections to placing the Property within the jurisdiction of the City of Bellevue.

BE IT FURTHER RESOLVED that this Board, in light of the above recited findings of fact, after due deliberation and consideration, approves the cession and transfer of the above described Property to the City of Bellevue, wherein such transfer shall take effect on the effective date of the ordinance as provided for in Neb. Rev. Stat. §17-1002.

The above Resolution was approved by a vote of the Sarpy County Board at a public meeting duly held in accordance with the applicable law on the 15 day of September 2026

Attest:
SEAL



Sarpy County Chairman

Sarpy County Clerk/Register of Deeds

Sarpy County Board of Commissioners
Exhibit "A"

Planning Department Report
County Board Meeting Date: September 15, 2026

Subject	Type	By
Resolution ceding and transferring jurisdiction of land, currently located within Sarpy County's Jurisdiction, to the City of Bellevue. The land is generally located east of S 8th Street and south of E La Platte Road	Resolution	Sarpy County Planning & Building Dept.

Background and Request:
Sarpy County currently has zoning jurisdiction over a portion of three tax lots consisting of approximately 236.93 acres. The majority of the three tax lots are currently in the City of Bellevue's Extra-Territorial Jurisdiction (ETJ).

On May 19, 2026, the Mayor and City Council of the City of Bellevue approved a Resolution (No. 2026-09) requesting the Sarpy County Board of Commissioners cede and transfer zoning jurisdiction of that Part of said Tax Lots 15 and 17 in Section 26, along with Part of Tax Lot 1 in Section 25, North of part granted to Papio Missouri NRD by warranty deed, all in Township 13N, Range 13E of the 6th P.M., within its zoning jurisdiction to the City of Bellevue, said area identified in Exhibit A.

Planning Department Analysis:

- The request has minimal financial impact on Sarpy County.
- Nebraska State Statute 13-327 allows the City of Bellevue, as a first-class city, to request that the County Board cede and transfer jurisdiction to the City of Bellevue's extraterritorial zoning jurisdiction over land outside the area extending two miles from the corporate boundaries of the city if:
- The County has adopted a Comprehensive Development Plan not less than two years preceding the date of the city's request (Sarpy County adopted a Comprehensive Development Plan in 2017).
- The city has extraterritorial jurisdiction within the boundaries of the county.
- The requested territory is within the projected growth pattern of the city.
- Not more than a total of twenty-five percent of the territory of the county located outside of the corporate boundaries of any city or village within the county shall be ceded to the jurisdiction of one city or village within ten years after the date upon which the initial required for cession of territory to the city or village was approved by the governing body of the city or village.
- No portion of the territory ceded to the city's jurisdiction by the county lies within an area extending one-half mile from the extraterritorial zoning jurisdiction of any other city of the first or second class.
- This change clarifies the jurisdictional boundary of the parcel for the property owner and allows the City of Bellevue to work with the property owner on any planning and building applications.

- **Other Agency Review and Comment:**
  As per the County Board's policy regarding such requests, the Planning Department has reviewed the request and sought input/comments from various jurisdiction agencies and departments within Sarpy County that may have an interest. No comments were received at this time. If any are received, they will be provided at the hearing.

- **Staff Recommendation:**
  This request meets the requirements of State Statute and does not have any major long-range planning or revenue implications for the County. Therefore, the Planning Department, along with Sarpy County Administration, recommends **APPROVAL** of this request for Sarpy County to cede and transfer jurisdiction of the land identified in the City of Bellevue's Resolution 2026-09 and described as Part of said Tax Lots 15 and 17 in Section 26, along with Part of Tax Lot 1 in Section 25, North of part granted to Papio Missouri NRD by warranty deed, all in Township 13N, Range 13E of the 6th P.M., to the City of Bellevue, Nebraska.



Cede Jurisdiction to the City of Bellevue

Containing approximately 236.93 ac

Legend

- Public Streets
- All Public Streets
- Area to be ceded to the City of Bellevue
- Bellevue ETJ

Date Created: 6/9/2026

15a.
5/19/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE	May 19, 2026			SUBMITTED BY	Tammi Palm, Planning Director
AGENDA ITEM		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION	✓	CURRENT BUSINESS		OTHER	

SUBJECT

Request the Sarpy County Board of Commissioners to cede jurisdiction of Part of Tax Lots 15 and 17, Section 26, along with Part of Tax Lot 1, Section 25, north part granted to the Papio-Missouri NRD by warranty deed, recorded as instrument number 2019-13909, all located in T13N, R13E of the 6th P.M., Sarpy County Nebraska, to the City of Bellevue. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND

This resolution asks the Sarpy County Board of Commissioners to cede jurisdiction of a portion of Tax Lots 15, 17, and Part of Tax Lot 1 to the City of Bellevue. The majority of these parcels are currently in the city's extra-territorial jurisdiction for zoning and permitting. Once the entirety of these parcels lie within the city's ETJ, it will be easier to facilitate development of this area. Once approved, this request will be sent to the Sarpy County Board of Commissioners so the city may finalize this extension of our extra-territorial jurisdiction boundary.

FISCAL IMPACT	n/a	BUDGETED FUNDS?		GRANT/MATCHING FUNDS?	

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS

IS THIS A CONTRACT?		COUNTER-PARTY		INTERLOCAL AGREEMENT	
CONTRACT DESCRIPTION					
CONTRACT EFFECTIVE DATE		CONTRACT TERM		CONTRACT END DATE	
PROJECT NAME					
START DATE		END DATE		PAYMENT DATE	INSURANCE REQUIRED
CIP PROJECT NAME		CIP PROJECT NAME			
STREET DISTRICT NAME (S)		STREET DISTRICT NUMBER (S)			
ACCOUNTING DISTRUBUTION CODE		ACCOUNT NUMBER			

RECOMMENDATION

The Planning Department is recommending approval of this resolution

ATTACHMENTS

1	Res. No. 2026-09	2		3	
4		5		6	

SIGNATURES

LEGAL APPROVAL AS TO FORM

FINANCE APPROVAL AS TO FORM

ADMINISTRATOR APPROVAL AS TO FORM

*REVISED 11 2022

RESOLUTION NO. 2026-09

BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska:

WHEREAS, the extra-territorial zoning jurisdiction of Part of Tax Lots 15 and 17, Section 26 (not in existing City of Bellevue extra-territorial jurisdiction); along with Part of Tax Lot 1 in Section 25, north of part granted to Papio-Missouri NRD by warranty deed, recorded as instrument number 2019-13909 (not in existing City of Bellevue extra-territorial jurisdiction), all located in Township 13 North, Range 13 East of the 6th P.M., Sarpy County Nebraska is split between the City of Bellevue and Sarpy County (as shown on attached Exhibit "A"); and

WHEREAS, the owner of said Part of Tax Lots 17 and Part of Tax Lot 1 has requested that the City of Bellevue assume zoning jurisdiction over the entire lot;

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of Bellevue, Nebraska, that the City of Bellevue is requesting the Sarpy County Board of Commissioners cede zoning jurisdiction of that part of said Tax Lots 15 and 17, Section 26, along with Part of Tax Lot 1 in Section 25, within its zoning jurisdiction to the City of Bellevue.

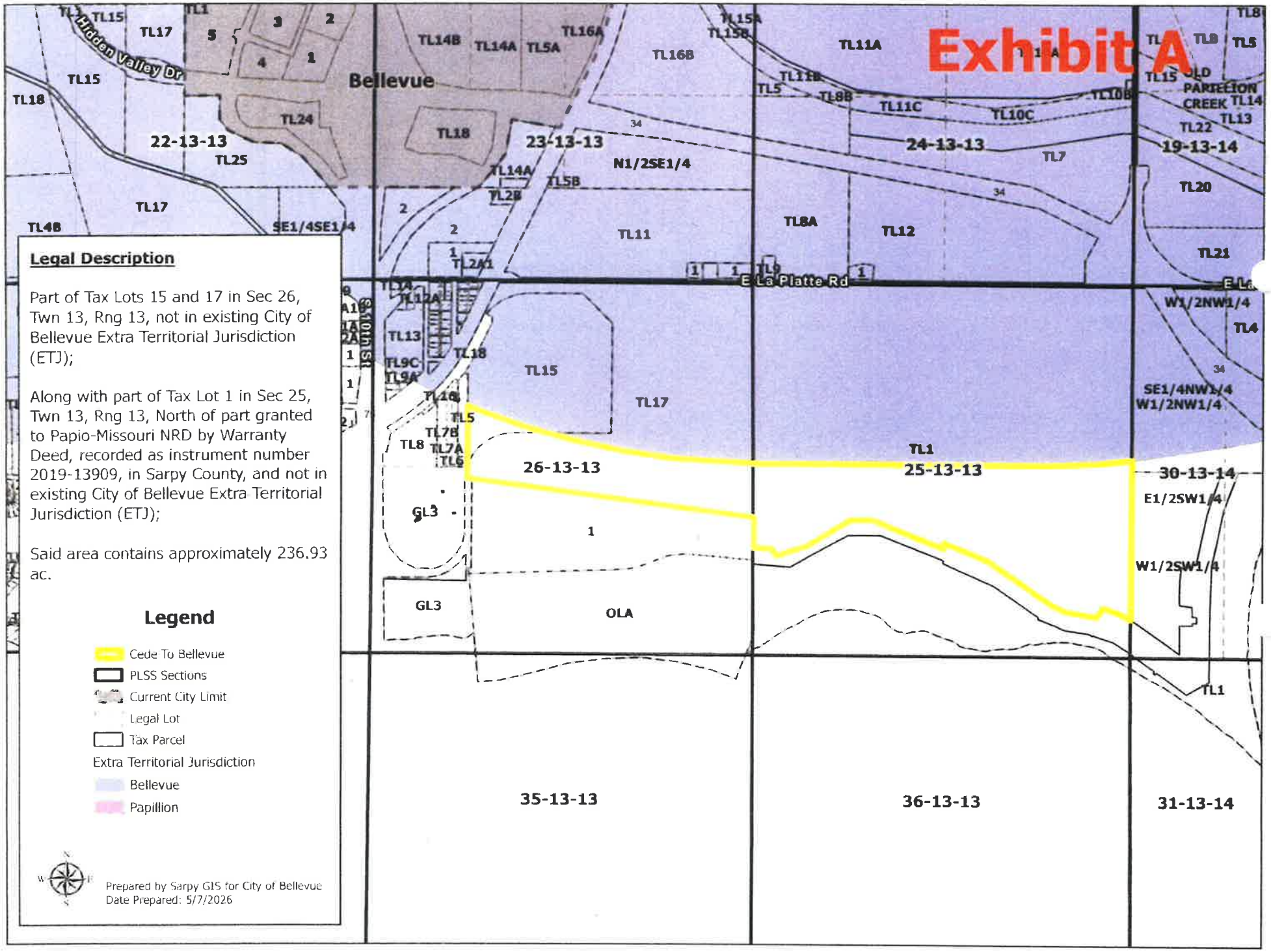
PASSED AND APPROVED this 19th day of May 2026.

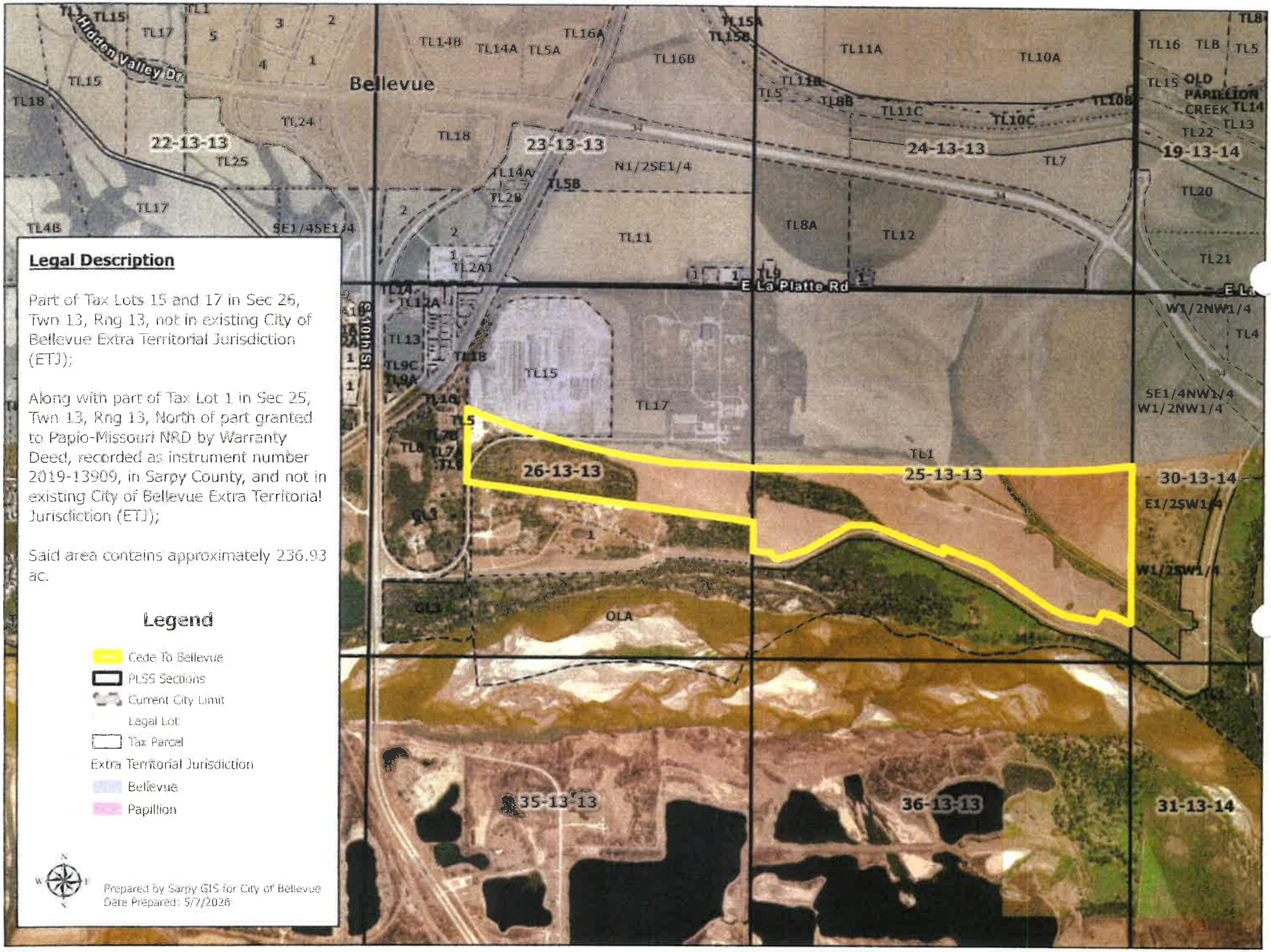
Rusty Hike, Mayor

ATTEST:

~~Susan Kluthe, City Clerk~~
Shirley Harbin, Deputy City Clerk

CITY OF BELLEVUE INCORPORATED + + + FEB 23 1955 SARPY COUNTY NEBRASKA


Exhibit A
Bellevue
Hidden Valley Dr
E La Platte Rd
S 10th St
22-13-13
23-13-13
24-13-13
19-13-14
26-13-13
25-13-13
30-13-14
35-13-13
36-13-13
31-13-14
N1/2SE1/4
SE1/4SE1/4
W1/2NW1/4
SE1/4NW1/4
W1/2NW1/4
E1/2SW1/4
W1/2SW1/4
OLD PARTECTION CREEK
TL1
TL4
TL4B
TL5
TL5B
TL7
TL8
TL8A
TL8B
TL9
TL10B
TL10C
TL11
TL11A
TL11B
TL11C
TL12
TL12A
TL13
TL14
TL14A
TL14B
TL15
TL15A
TL15B
TL16A
TL16B
TL17
TL18
TL20
TL21
TL22
TL24
TL25
TL2A1
TL5A
TL6
TL7A
TL7B
TL9A
TL9C
GL3
OLA
Legal Description
Part of Tax Lots 15 and 17 in Sec 26, Twn 13, Rng 13, not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);
Along with part of Tax Lot 1 in Sec 25, Twn 13, Rng 13, North of part granted to Papio-Missouri NRD by Warranty Deed, recorded as instrument number 2019-13909, in Sarpy County, and not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);
Said area contains approximately 236.93 ac.
Legend
Cede To Bellevue
PLSS Sections
Current City Limit
Legal Lot
Tax Parcel
Extra Territorial Jurisdiction
Bellevue
Papillion
Prepared by Sarpy GIS for City of Bellevue
Date Prepared: 5/7/2026



Legal Description

Part of Tax Lots 15 and 17 in Sec 26, Twn 13, Rng 13, not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);

Along with part of Tax Lot 1 in Sec 25, Twn 13, Rng 13, North of part granted to Papio-Missouri NRD by Warranty Deed, recorded as instrument number 2019-13909, in Sarpy County, and not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);

Said area contains approximately 236.93 ac.

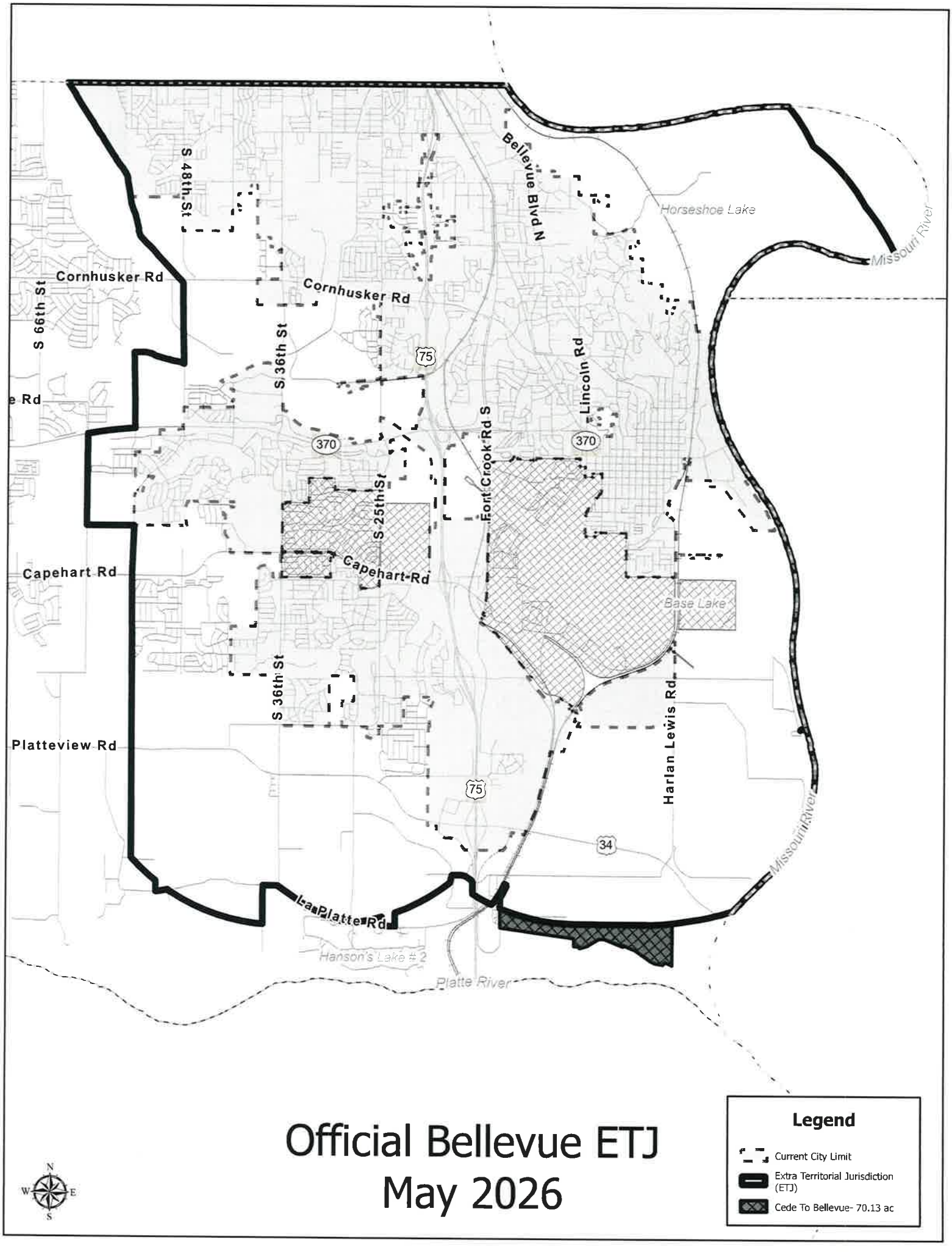
Legend

- Cede To Bellevue
- PLSS Sections
- Current City Limit
- Legal Lot
- Tax Parcel

Extra Territorial Jurisdiction

- Bellevue
- Papillion

Prepared by Sarpy GIS for City of Bellevue
Date Prepared: 5/7/2026


S 48th St
Bellevue Blvd N
Horseshoe Lake
Missouri River
Cornhusker Rd
S 66th St
Cornhusker Rd
S 36th St
75
Lincoln Rd
370
370
Fort Crook Rd S
S 25th St
Capehart Rd
Capehart Rd
Base Lake
S 36th St
Platteview Rd
Harlan Lewis Rd
75
34
Missouri River
La Platte Rd
Hanson's Lake # 2
Platte River
Official Bellevue ETJ
May 2026
Legend
Current City Limit
Extra Territorial Jurisdiction (ETJ)
Cede To Bellevue- 70.13 ac
N
W
E
S

AGENDA ITEM REQUEST 26-476

Board Meetings - Sep 15 2026

Resolution

ITEM DESCRIPTION

Cede and transfer jurisdiction of land currently located within Sarpy County's jurisdiction to the City of Bellevue; generally located east of S 8th Street and south of E La Platte Road. Applicant: City of Bellevue

SPEAKER

Robert Laroco, Planning Director

SUMMARY AND BACKGROUND

see Planning Department Report

STAFF RECOMMENDATION

Approval.

DOCUMENT REVIEWED BY:

Nicole Spitzenberger, Deputy County Attorney

FISCAL IMPACT

Fiscal Year

n/a

Total County cost of project:

n/a

Is Item in current year budget?

☐ Yes ☐ No

Does this item commit the County to future expenses beyond this amount?

☐ Yes ☐ No

Email Address(s):

kjeck@sarpy.gov

ATTACHMENTS

Resolution 2026-269 - Cede land to Bellevue
2026-09-15 Cede Jurisdiction to City of Bellevue

Submitted by: Kelly Jeck, Planning Coordinator

13b.
10-06-2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/6/2026			SUBMITTED BY: Public Works		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:
Ordinance to create an improvement district for the Entertainment District. This will allow the city to use general obligation bonds to finance the improvements.

SYNOPSIS/BACKGROUND:
Creating an improvement district for the Entertainment District will allow the city to use general obligation bonds to finance the improvements. The improvements were budgeted as bond-financed projects and this process will allow a more efficient and effective financing.

FISCAL IMPACT:: $10+ million BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

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: N/A

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
Approve the Ordinance to create the improvement district.

ATTACHMENTS:

1. Ordinance No. 4234	2. Bellevue Entertainment District Map	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Daniel G Willis

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO. 4234

AN ORDINANCE TO CREATE IMPROVEMENT DISTRICT NO. 26-08 WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVUE, NEBRASKA; TO PROVIDE FOR IMPROVEMENTS IN SAID IMPROVEMENT DISTRICT; TO PROVIDE FOR AN EFFECTIVE DATE; AND RELATED MATTERS.

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

Section 1: The Mayor and City Council hereby find and determine that it is advisable and necessary for certain improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to be made in the City as provided and described in this ordinance, and that it is necessary and appropriate to create an improvement district for such improvements pursuant to Section 16-617, R.R.S. Neb., as amended.

Section 2: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City of Bellevue Improvement District No. 26-08 (the "District"), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-08

1. The improvements to be made in the District shall include but shall not be limited to the following:

   Construction of paving and traffic signals on South 10th Street from a point 650 feet South of Hidden Valley Drive up to and including the intersection of Discovery Drive, and all other associated public improvements as defined in Section 16-617.01, R.R.S. Neb., as amended to include grading and construction and installation of new concrete paved street, traffic signals and controllers, storm sewer structures, and all associated sidewalk paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities used in connection therewith.

   Construction of paving and traffic signals on Hidden Valley Drive from a point 650 feet East of South 10th Street up to a point 150 feet West of South 10th Street, and all other associated public improvements as defined in Section 16-617.01, R.R.S. Neb., as amended to include grading and construction and installation of new concrete paved street, traffic signals and controllers, storm sewer structures, and all associated sidewalk paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities used in connection therewith.

Construction of paving on Discovery Drive from and including the intersection of South 10th Street up to and including the intersection of Bayfront Boulevard, and all other associated public improvements as defined in Section 16-617.01, R.R.S. Neb., as amended to include grading and construction and installation of new concrete paved street, storm sewer structures, and all associated sidewalk paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities used in connection therewith.

Construction of paving on Bayfront Boulevard from and including the intersection of Discovery Drive up to and including the intersection of Destination Drive, and all other associated public improvements as defined in Section 16-617.01, R.R.S. Neb., as amended to include grading and construction and installation of new concrete paved street, storm sewer structures, and all associated sidewalk paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities used in connection therewith.

ii. The outer boundaries of the District are and shall be a line which traces the outer boundaries of the entirety of the following property:

The lots, lands, and parcels of real property which abut both sides of South 10th Street from a point 650 feet South of Hidden Valley Drive up to and including the intersection of Discovery Drive, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Hidden Valley Drive from a point 650 feet East of South 10th Street up to a point 150 feet West of South 10th Street, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Discovery Drive from and including the intersection of South 10th Street up to and including the intersection of Bayfront Boulevard, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Bayfront Boulevard from and including the intersection of Discovery Drive up to and including the intersection of Destination Drive, all in Bellevue, Nebraska.

The engineers for the City have prepared plans and specifications, and an estimate of costs for the construction and installation of such improvements in the District, all of which are on file with the City Clerk and are hereby approved.

Section 3: The cost of such improvements in the District is intended to be paid or reimbursed through the issuance of bonds to the City, as provided by Section 16-623, R.R.S. Neb., as amended; and that such improvements shall be of general benefit to the City and therefore no special assessments shall be levied upon the property in the District.

Section 4: That the contract for services, material, and labor for such improvements shall be or has been advertised for bids as required by law.

Section 5: That the plans and specifications for the improvement district have been prepared by engineers for the City, which plans and specifications shall be filed with the City Clerk along with the City Engineer's estimate of the total cost of the proposed improvements within the District.

Section 6: This Ordinance shall be in full force and effect after its publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF BELLEVUE

_____
Mayor

Attest:

_____
City Clerk

13a.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 6, 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 amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The city's extra-territorial jurisdiction (ETJ) currently splits Part of Tax Lots 15 and 17, along with Part of Tax Lot 1; the northern portions are in Bellevue's ETJ while the remainder lies in Sarpy County. In order to facilitate future growth and development, the city is requesting to amend its ETJ boundary. Last spring the city passed a resolution to request Sarpy County cede jurisdiction. Sarpy County has since approved that request. This ordinance will finalize the boundary. The city's ETJ was last amended in February 2026 for a similar request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:		COUNTER-PARTY:		INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:		CIP PROJECT NAME:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

1.	Ordinance No. 4233	2.	Sarpy County Res. 2026-269	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Aimee Bathillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

ORDINANCE NO. 4233

AN ORDINANCE TO AMEND SECTION 26-40 OF ARTICLE III OF CHAPTER 26 OF THE BELLEVUE CITY CODE RELATING TO BOUNDARIES OF THE OFFICIAL ZONING JURISDICTION MAP FOR LANDS LYING INSIDE THE CITY LIMITS OF BELLEVUE AND LANDS LYING OUTSIDE THE CITY LIMITS BUT WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION; TO ADOPT A MAP ESTABLISHING JURISDICTIONAL BOUNDARIES; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. That Section 26-40 of Article III of Chapter 26 of the Bellevue City Code is hereby amended to read as follows:

(a) Whenever used in this Code, the term "Official Zoning Jurisdiction Maps" shall mean the map attached to this Ordinance as Exhibit A and dated November 20, 2026, as such Maps are amended by ordinance from time to time. To the extent required by law, the Official Zoning Jurisdiction Maps are by this reference made a part of this Section 26-40. The Official Zoning Maps shall be maintained by the planning department and shall be considered the official map for purposes of sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska, and for purposes of enforcement of the Code, including the City zoning ordinance and the subdivision regulations.

(b) The Official Zoning Jurisdiction Maps shall separately identify the corporate limits of the City and those areas that lie outside the corporate limits of the city that have been designated by the city for purposes of implementing sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska and contemplated by section 26-38(ii) of this Code.

(c) The Official Zoning Jurisdiction Maps shall be amended as necessary, or appropriate, whenever the city shall modify its corporate limits. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

(d) The location, size, shape, and boundaries of the zones to which the provisions of section 26-38 and section 26-39 of this Code are applicable shall be indicated on the Official Zoning Jurisdiction Maps. Any amendment to a zoning classification on the Official Zoning Jurisdiction Map shall include the legal description of the land involved, including appropriate adjacent public right-of-way on public property. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

Section 2. That Section 26-40 of the Bellevue City Code as heretofore existing is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

Adopted by the Mayor and City Council this 3rd day of November 2026.

ATTEST:

_____
Mayor

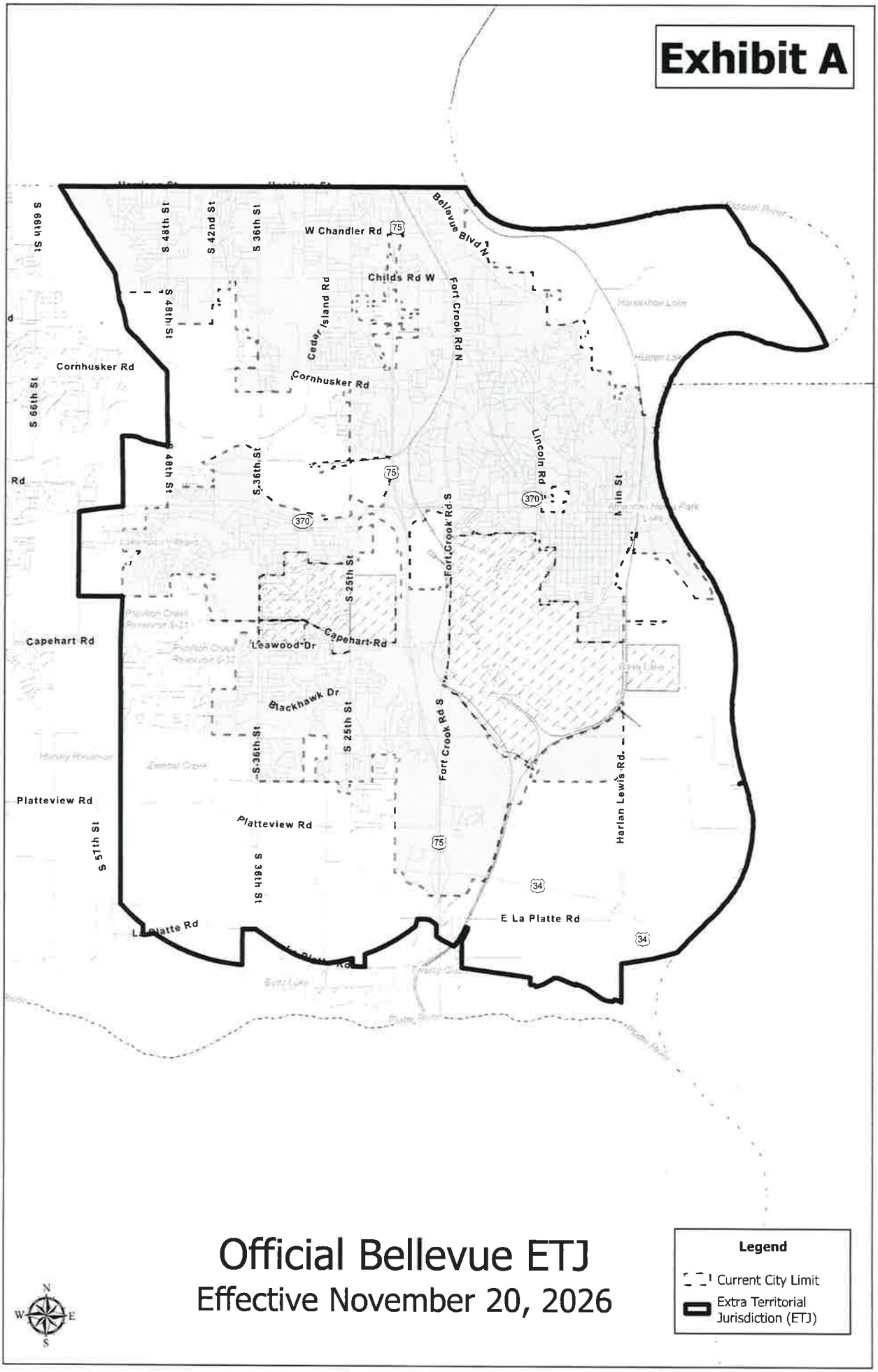
_____
City Clerk

First Reading: 10/06/2026
Second Reading: _____
Third Reading: _____

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A



Official Bellevue ETJ

Effective November 20, 2026

Legend

- Current City Limit
- Extra Territorial Jurisdiction (ETJ)

Resolution 2026-269

BOARD MEETINGS
SARPY COUNTY, NEBRASKA

Ceding and transferring zoning jurisdiction over that Part of Tax Lots 15 & 17 in Section 26, along with Part of Tax Lot 1 in Section 25, north of that part granted to Papio Missouri NRD by warranty deed, all in Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska. Generally located east of South 8th Street and south of East La Platte Road. Applicant: City of Bellevue.

Whereas, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

Whereas, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

Whereas, pursuant to Neb. Rev. Stat. §13-327, the City Council of the City of Bellevue has voted to request that the County Board cede and transfer to the City of Bellevue extraterritorial jurisdiction (ETJ) over land outside the area extending two miles from the corporate boundaries of the City of Bellevue as described herein.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board makes the following findings of fact:

1. On May 19, 2026, the City Council of the City of Bellevue voted to request that Sarpy County cede jurisdiction for a portion of a property legally described as Part of Tax Lots 15 & 17 in Section 26, along with Part of Tax Lot 1 in Section 25, north of that part granted to Papio Missouri NRD by warranty deed, recorded as Instrument Number 2019-13909, all located in Township 13 North, Range 13 East of the 6th P.M. Sarpy County Nebraska ("Property") as shown on Exhibit A. Sarpy County Planning Department staff reviewed the request and make a recommendation of approval as noted in the attached Exhibit A, which Exhibit A includes the Planning Department report, the City of Bellevue Resolution 2026-09, and attachments, all as attached hereto and incorporated herein.
2. Sarpy County has a Comprehensive Plan adopted pursuant to Neb. Rev. Stat. §23-114.
3. The City of Bellevue is currently exercising extraterritorial jurisdiction over territory within the boundaries of Sarpy County.
4. The Property is within the projected growth pattern of the City of Bellevue and would be within the city's extraterritorial jurisdiction by reason of annexation within a reasonable period of years.
5. Not more than a total of twenty-five percent of the territory of Sarpy County located outside the corporate boundaries of the City of Bellevue has been ceded to the jurisdiction of the City of Bellevue within the last ten years.
6. No portion of the requested Property lies within an area extending one-half mile from the extraterritorial jurisdiction of any village or any other city of the first or second class.
7. The owner of the Property desires to develop the Property and to undertake such development under the single jurisdiction of the City of Bellevue and as such has no objections to placing the Property within the jurisdiction of the City of Bellevue.

BE IT FURTHER RESOLVED that this Board, in light of the above recited findings of fact, after due deliberation and consideration, approves the cession and transfer of the above described Property to the City of Bellevue, wherein such transfer shall take effect on the effective date of the ordinance as provided for in Neb. Rev. Stat. §17-1002.

The above Resolution was approved by a vote of the Sarpy County Board at a public meeting duly held in accordance with the applicable law on the 15 day of September 2026

Attest:
SEAL



Sarpy County Chairman

Sarpy County Clerk/Register of Deeds

Sarpy County Board of Commissioners
Exhibit "A"

Planning Department Report
County Board Meeting Date: September 15, 2026

Subject	Type	By
Resolution ceding and transferring jurisdiction of land, currently located within Sarpy County's Jurisdiction, to the City of Bellevue. The land is generally located east of S 8th Street and south of E La Platte Road	Resolution	Sarpy County Planning & Building Dept.

Background and Request:
Sarpy County currently has zoning jurisdiction over a portion of three tax lots consisting of approximately 236.93 acres. The majority of the three tax lots are currently in the City of Bellevue's Extra-Territorial Jurisdiction (ETJ).

On May 19, 2026, the Mayor and City Council of the City of Bellevue approved a Resolution (No. 2026-09) requesting the Sarpy County Board of Commissioners cede and transfer zoning jurisdiction of that Part of said Tax Lots 15 and 17 in Section 26, along with Part of Tax Lot 1 in Section 25, North of part granted to Papio Missouri NRD by warranty deed, all in Township 13N, Range 13E of the 6th P.M., within its zoning jurisdiction to the City of Bellevue, said area identified in Exhibit A.

Planning Department Analysis:

- The request has minimal financial impact on Sarpy County.
- Nebraska State Statute 13-327 allows the City of Bellevue, as a first-class city, to request that the County Board cede and transfer jurisdiction to the City of Bellevue's extraterritorial zoning jurisdiction over land outside the area extending two miles from the corporate boundaries of the city if:
- The County has adopted a Comprehensive Development Plan not less than two years preceding the date of the city's request (Sarpy County adopted a Comprehensive Development Plan in 2017).
- The city has extraterritorial jurisdiction within the boundaries of the county.
- The requested territory is within the projected growth pattern of the city.
- Not more than a total of twenty-five percent of the territory of the county located outside of the corporate boundaries of any city or village within the county shall be ceded to the jurisdiction of one city or village within ten years after the date upon which the initial required for cession of territory to the city or village was approved by the governing body of the city or village.
- No portion of the territory ceded to the city's jurisdiction by the county lies within an area extending one-half mile from the extraterritorial zoning jurisdiction of any other city of the first or second class.
- This change clarifies the jurisdictional boundary of the parcel for the property owner and allows the City of Bellevue to work with the property owner on any planning and building applications.

- **Other Agency Review and Comment:**
  As per the County Board's policy regarding such requests, the Planning Department has reviewed the request and sought input/comments from various jurisdiction agencies and departments within Sarpy County that may have an interest. No comments were received at this time. If any are received, they will be provided at the hearing.

- **Staff Recommendation:**
  This request meets the requirements of State Statute and does not have any major long-range planning or revenue implications for the County. Therefore, the Planning Department, along with Sarpy County Administration, recommends **APPROVAL** of this request for Sarpy County to cede and transfer jurisdiction of the land identified in the City of Bellevue's Resolution 2026-09 and described as Part of said Tax Lots 15 and 17 in Section 26, along with Part of Tax Lot 1 in Section 25, North of part granted to Papio Missouri NRD by warranty deed, all in Township 13N, Range 13E of the 6th P.M., to the City of Bellevue, Nebraska.



Cede Jurisdiction to the City of Bellevue

Containing approximately 236.93 ac

Legend

- Public Streets
- All Public Streets
- Area to be ceded to the City of Bellevue
- Bellevue ETJ

Date Created: 6/9/2026

15a.
5/19/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE	May 19, 2026			SUBMITTED BY	Tammi Palm, Planning Director
AGENDA ITEM		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION	✓	CURRENT BUSINESS		OTHER	

SUBJECT

Request the Sarpy County Board of Commissioners to cede jurisdiction of Part of Tax Lots 15 and 17, Section 26, along with Part of Tax Lot 1, Section 25, north part granted to the Papio-Missouri NRD by warranty deed, recorded as instrument number 2019-13909, all located in T13N, R13E of the 6th P.M., Sarpy County Nebraska, to the City of Bellevue. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND

This resolution asks the Sarpy County Board of Commissioners to cede jurisdiction of a portion of Tax Lots 15, 17, and Part of Tax Lot 1 to the City of Bellevue. The majority of these parcels are currently in the city's extra-territorial jurisdiction for zoning and permitting. Once the entirety of these parcels lie within the city's ETJ, it will be easier to facilitate development of this area. Once approved, this request will be sent to the Sarpy County Board of Commissioners so the city may finalize this extension of our extra-territorial jurisdiction boundary.

FISCAL IMPACT	n/a	BUDGETED FUNDS?		GRANT/MATCHING FUNDS?	

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS

IS THIS A CONTRACT?		COUNTER-PARTY		INTERLOCAL AGREEMENT	
CONTRACT DESCRIPTION					
CONTRACT EFFECTIVE DATE		CONTRACT TERM		CONTRACT END DATE	
PROJECT NAME					
START DATE		END DATE		PAYMENT DATE	INSURANCE REQUIRED
CIP PROJECT NAME		CIP PROJECT NAME			
STREET DISTRICT NAME (S)		STREET DISTRICT NUMBER (S)			
ACCOUNTING DISTRUBUTION CODE		ACCOUNT NUMBER			

RECOMMENDATION

The Planning Department is recommending approval of this resolution

ATTACHMENTS

1	Res. No. 2026-09	2		3	
4		5		6	

SIGNATURES

LEGAL APPROVAL AS TO FORM

FINANCE APPROVAL AS TO FORM

ADMINISTRATOR APPROVAL AS TO FORM

*REVISED 11 2022

RESOLUTION NO. 2026-09

BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska:

WHEREAS, the extra-territorial zoning jurisdiction of Part of Tax Lots 15 and 17, Section 26 (not in existing City of Bellevue extra-territorial jurisdiction); along with Part of Tax Lot 1 in Section 25, north of part granted to Papio-Missouri NRD by warranty deed, recorded as instrument number 2019-13909 (not in existing City of Bellevue extra-territorial jurisdiction), all located in Township 13 North, Range 13 East of the 6th P.M., Sarpy County Nebraska is split between the City of Bellevue and Sarpy County (as shown on attached Exhibit "A"); and

WHEREAS, the owner of said Part of Tax Lots 17 and Part of Tax Lot 1 has requested that the City of Bellevue assume zoning jurisdiction over the entire lot;

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of Bellevue, Nebraska, that the City of Bellevue is requesting the Sarpy County Board of Commissioners cede zoning jurisdiction of that part of said Tax Lots 15 and 17, Section 26, along with Part of Tax Lot 1 in Section 25, within its zoning jurisdiction to the City of Bellevue.

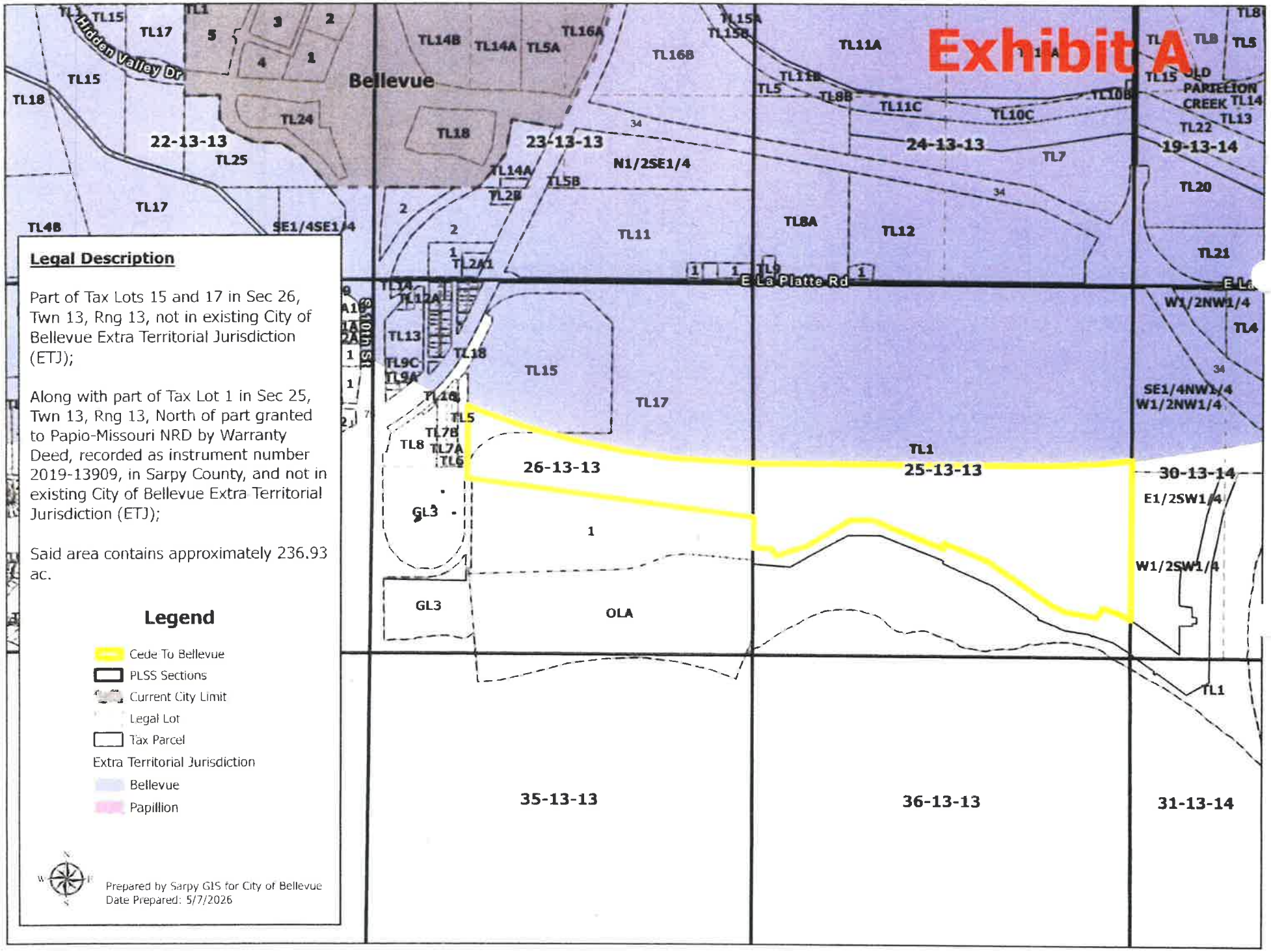
PASSED AND APPROVED this 19th day of May 2026.

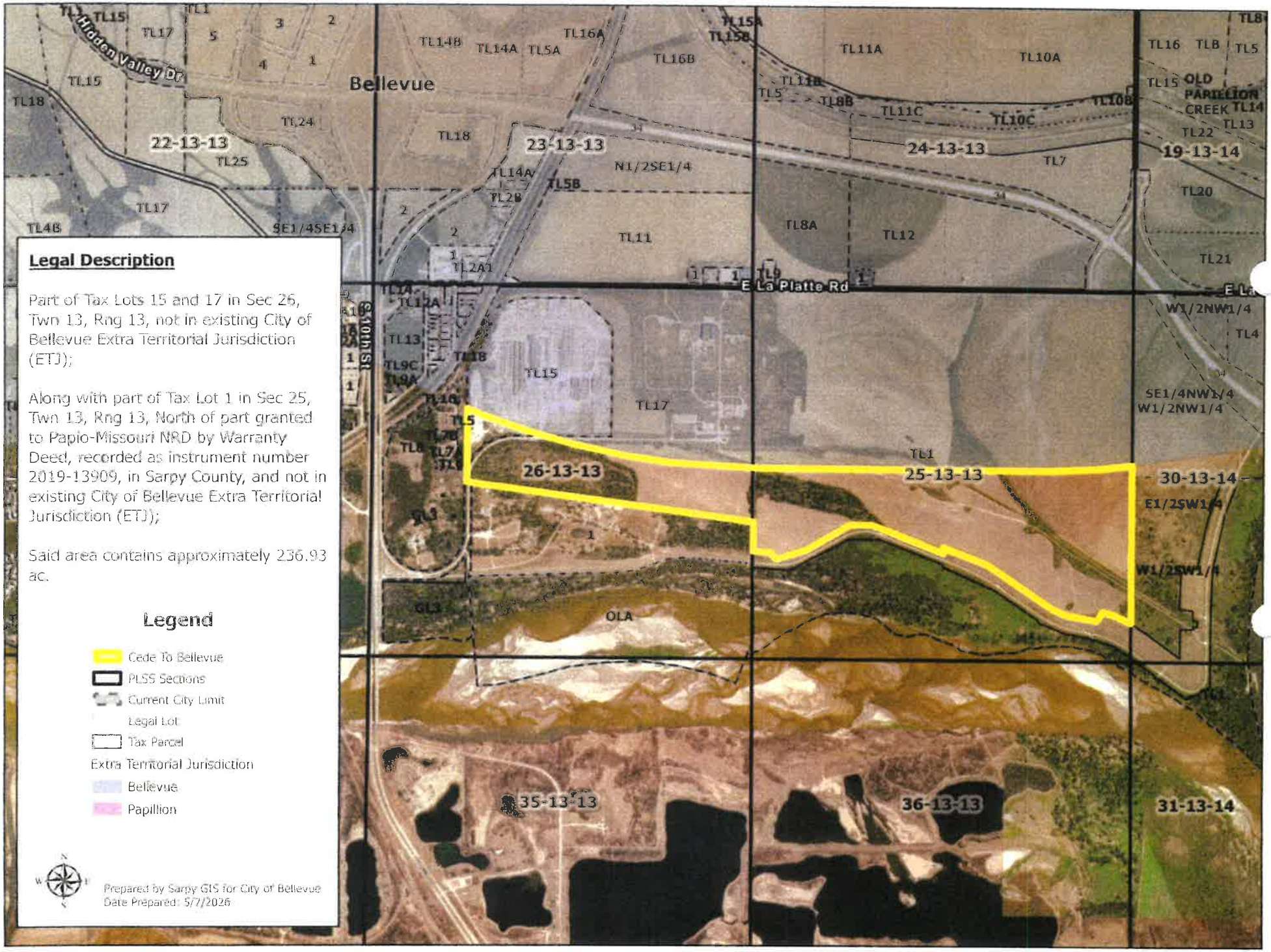
Rusty Hike, Mayor

ATTEST:

~~Susan Kluthe, City Clerk~~
Shirley Harbin, Deputy City Clerk

CITY OF BELLEVUE INCORPORATED + + + FEB 23 1955 SARPY COUNTY NEBRASKA


Exhibit A
Bellevue
Hidden Valley Dr
E La Platte Rd
S 10th St
22-13-13
23-13-13
24-13-13
19-13-14
26-13-13
25-13-13
30-13-14
35-13-13
36-13-13
31-13-14
N1/2SE1/4
SE1/4SE1/4
W1/2NW1/4
SE1/4NW1/4
W1/2NW1/4
E1/2SW1/4
W1/2SW1/4
OLD PARTECTION CREEK
TL1
TL4
TL4B
TL5
TL5B
TL7
TL8
TL8A
TL8B
TL9
TL10B
TL10C
TL11
TL11A
TL11B
TL11C
TL12
TL12A
TL13
TL14
TL14A
TL14B
TL15
TL15A
TL15B
TL16A
TL16B
TL17
TL18
TL20
TL21
TL22
TL24
TL25
TL2A1
TL5A
TL6
TL7A
TL7B
TL9A
TL9C
GL3
OLA
Legal Description
Part of Tax Lots 15 and 17 in Sec 26, Twn 13, Rng 13, not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);
Along with part of Tax Lot 1 in Sec 25, Twn 13, Rng 13, North of part granted to Papio-Missouri NRD by Warranty Deed, recorded as instrument number 2019-13909, in Sarpy County, and not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);
Said area contains approximately 236.93 ac.
Legend
Cede To Bellevue
PLSS Sections
Current City Limit
Legal Lot
Tax Parcel
Extra Territorial Jurisdiction
Bellevue
Papillion
Prepared by Sarpy GIS for City of Bellevue
Date Prepared: 5/7/2026



Legal Description

Part of Tax Lots 15 and 17 in Sec 26, Twn 13, Rng 13, not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);

Along with part of Tax Lot 1 in Sec 25, Twn 13, Rng 13, North of part granted to Papio-Missouri NRD by Warranty Deed, recorded as instrument number 2019-13909, in Sarpy County, and not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);

Said area contains approximately 236.93 ac.

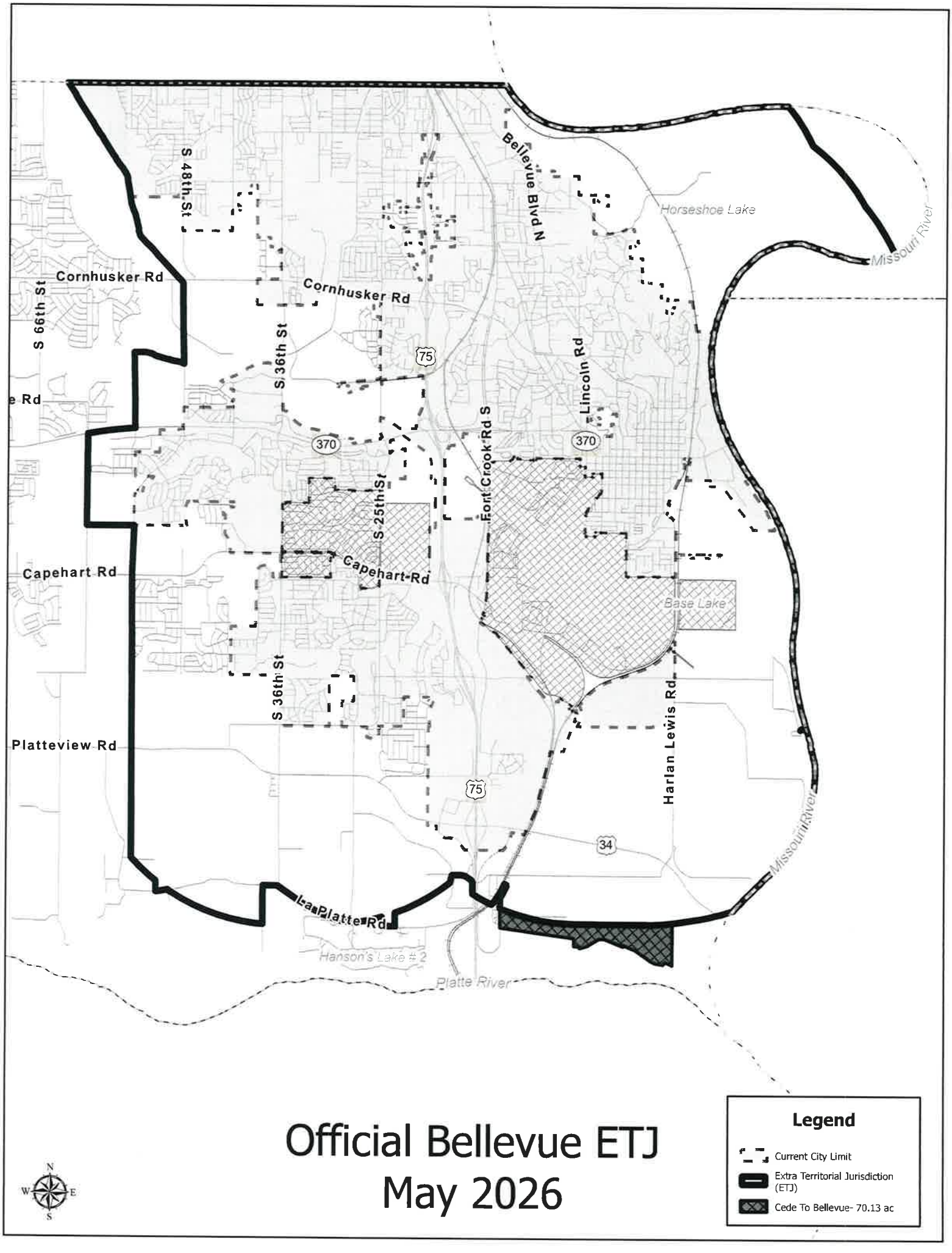
Legend

- Cede To Bellevue
- PLSS Sections
- Current City Limit
- Legal Lot
- Tax Parcel

Extra Territorial Jurisdiction

- Bellevue
- Papillion

Prepared by Sarpy GIS for City of Bellevue
Date Prepared: 5/7/2026


S 48th St
Bellevue Blvd N
Horseshoe Lake
Missouri River
Cornhusker Rd
S 66th St
Cornhusker Rd
S 36th St
75
Lincoln Rd
370
370
Fort Crook Rd S
S 25th St
Capehart Rd
Capehart Rd
Base Lake
S 36th St
Platteview Rd
Harlan Lewis Rd
75
34
Missouri River
La Platte Rd
Hanson's Lake # 2
Platte River
Official Bellevue ETJ
May 2026
Legend
Current City Limit
Extra Territorial Jurisdiction (ETJ)
Cede To Bellevue- 70.13 ac
N
W
E
S

AGENDA ITEM REQUEST 26-476

Board Meetings - Sep 15 2026

Resolution

ITEM DESCRIPTION

Cede and transfer jurisdiction of land currently located within Sarpy County's jurisdiction to the City of Bellevue; generally located east of S 8th Street and south of E La Platte Road. Applicant: City of Bellevue

SPEAKER

Robert Laroco, Planning Director

SUMMARY AND BACKGROUND

see Planning Department Report

STAFF RECOMMENDATION

Approval.

DOCUMENT REVIEWED BY:

Nicole Spitzenberger, Deputy County Attorney

FISCAL IMPACT

Fiscal Year

n/a

Total County cost of project:

n/a

Is Item in current year budget?

☐ Yes ☐ No

Does this item commit the County to future expenses beyond this amount?

☐ Yes ☐ No

Email Address(s):

kjeck@sarpy.gov

ATTACHMENTS

Resolution 2026-269 - Cede land to Bellevue
2026-09-15 Cede Jurisdiction to City of Bellevue

Submitted by: Kelly Jeck, Planning Coordinator

13b.
10-06-2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/6/2026			SUBMITTED BY: Public Works		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:
Ordinance to create an improvement district for the Entertainment District. This will allow the city to use general obligation bonds to finance the improvements.

SYNOPSIS/BACKGROUND:
Creating an improvement district for the Entertainment District will allow the city to use general obligation bonds to finance the improvements. The improvements were budgeted as bond-financed projects and this process will allow a more efficient and effective financing.

FISCAL IMPACT:: $10+ million BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

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: N/A

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
Approve the Ordinance to create the improvement district.

ATTACHMENTS:

1. Ordinance No. 4234	2. Bellevue Entertainment District Map	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Daniel G Willis

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO. 4234

AN ORDINANCE TO CREATE IMPROVEMENT DISTRICT NO. 26-08 WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVUE, NEBRASKA; TO PROVIDE FOR IMPROVEMENTS IN SAID IMPROVEMENT DISTRICT; TO PROVIDE FOR AN EFFECTIVE DATE; AND RELATED MATTERS.

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

Section 1: The Mayor and City Council hereby find and determine that it is advisable and necessary for certain improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to be made in the City as provided and described in this ordinance, and that it is necessary and appropriate to create an improvement district for such improvements pursuant to Section 16-617, R.R.S. Neb., as amended.

Section 2: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City of Bellevue Improvement District No. 26-08 (the "District"), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-08

1. The improvements to be made in the District shall include but shall not be limited to the following:

   Construction of paving and traffic signals on South 10th Street from a point 650 feet South of Hidden Valley Drive up to and including the intersection of Discovery Drive, and all other associated public improvements as defined in Section 16-617.01, R.R.S. Neb., as amended to include grading and construction and installation of new concrete paved street, traffic signals and controllers, storm sewer structures, and all associated sidewalk paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities used in connection therewith.

   Construction of paving and traffic signals on Hidden Valley Drive from a point 650 feet East of South 10th Street up to a point 150 feet West of South 10th Street, and all other associated public improvements as defined in Section 16-617.01, R.R.S. Neb., as amended to include grading and construction and installation of new concrete paved street, traffic signals and controllers, storm sewer structures, and all associated sidewalk paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities used in connection therewith.

Construction of paving on Discovery Drive from and including the intersection of South 10th Street up to and including the intersection of Bayfront Boulevard, and all other associated public improvements as defined in Section 16-617.01, R.R.S. Neb., as amended to include grading and construction and installation of new concrete paved street, storm sewer structures, and all associated sidewalk paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities used in connection therewith.

Construction of paving on Bayfront Boulevard from and including the intersection of Discovery Drive up to and including the intersection of Destination Drive, and all other associated public improvements as defined in Section 16-617.01, R.R.S. Neb., as amended to include grading and construction and installation of new concrete paved street, storm sewer structures, and all associated sidewalk paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities used in connection therewith.

ii. The outer boundaries of the District are and shall be a line which traces the outer boundaries of the entirety of the following property:

The lots, lands, and parcels of real property which abut both sides of South 10th Street from a point 650 feet South of Hidden Valley Drive up to and including the intersection of Discovery Drive, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Hidden Valley Drive from a point 650 feet East of South 10th Street up to a point 150 feet West of South 10th Street, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Discovery Drive from and including the intersection of South 10th Street up to and including the intersection of Bayfront Boulevard, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Bayfront Boulevard from and including the intersection of Discovery Drive up to and including the intersection of Destination Drive, all in Bellevue, Nebraska.

The engineers for the City have prepared plans and specifications, and an estimate of costs for the construction and installation of such improvements in the District, all of which are on file with the City Clerk and are hereby approved.

Section 3: The cost of such improvements in the District is intended to be paid or reimbursed through the issuance of bonds to the City, as provided by Section 16-623, R.R.S. Neb., as amended; and that such improvements shall be of general benefit to the City and therefore no special assessments shall be levied upon the property in the District.

Section 4: That the contract for services, material, and labor for such improvements shall be or has been advertised for bids as required by law.

Section 5: That the plans and specifications for the improvement district have been prepared by engineers for the City, which plans and specifications shall be filed with the City Clerk along with the City Engineer's estimate of the total cost of the proposed improvements within the District.

Section 6: This Ordinance shall be in full force and effect after its publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF BELLEVUE

_____
Mayor

Attest:

_____
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2026	SUBMITTED BY: Susan Kluthe, City Clerk				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Public Hearing - Request to approve the Event License Application for the Annual Olde Towne Trick or Treat Event on October 265, 2026 from 3:30 p.m. to 6:30 p.m.

SYNPOSIS/BACKGROUND:

Bellevue Community Foundation has submitted an Event License Application for Annual Olde Towne Trick or Treat on Sunday, October 25, 2026 from 3:30 p.m. – 6:30 p.m. in Olde Towne on portions for Mission Avenue and Franklin Street between Erwin's Jewelry and Washington Park.

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:		CIP PROJECT NAME:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 25, 2026 from 3:30 p.m. – 6:30 p.m. in Olde Towne on portions for Mission Avenue and Franklin Street between Erwin's Jewelry and Washington Park.

ATTACHMENTS:

1.	Event Application forTrick or Treat in Olde Towne	2.	Comments from Police, Parks, & Streets	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

Notice of Public Hearing
Olde Towne Trick or Treat

On Tuesday, October 6, 2026, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of an event license for Bellevue Community Foundation to conduct the Olde Towne Trick or Treat Event in Olde Towne Bellevue, on Sunday, October 25, 2026 from 3:30 p.m. to 6:30 p.m.

The meeting is open to the public and the public is encouraged to attend. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe
City of Bellevue

Bellevue NEBRASKA
We Influence The World!

Application must be received by the Clerk's Office 30 days prior to event

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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Bellevue Community Foundation Date: September 16, 2026

Contact Person Information for Organization:

Name: Phil Davidson Phone: 402-293-3052 Email: phil.davidson@bellevue.net

Address: 1500 Wall Street City: Bellevue State: NE Zip: 68123

Event Information:

Event Name: Olde Towne Trick or Treat

Location of Event/Alternate Location:

Portions of Mission Avenue and Franklin between Erwin's Jewelry and Washington Park

Dates of Event: October 25, 2026 Alternate Dates: N/A Hours of Event: 3:30pm - 6:30pm

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

1. Sanitary Facilities: Portable restrooms will be on site
2. Running Water: N/A
3. Power: Businesses will be participating from their storefronts or stand alone booths are welcome to use portable generators if needed
4. Parking: Will work with Police Department
5. Insurance: Bellevue Community Foundation has Umbrella Insurance Coverage

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

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

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

Signature of Applicant: _____

RECEIVED
SEP 14 2026
CITY CLERK

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

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

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

- [x] Police Department
  - [ ] Sgt. Larry Lampman
  - [x] Capt. Chad Reed
  - [ ] Capt. John Stuck
- [ ] Parks Department
  - [ ] Jim Shada
- [ ] Public Works Department
  - [ ] Dave Goedeken
- [ ] Streets Department
  - [ ] Bobby Riggs
- [ ] Fire Department
  - [ ] Asst. Chief Steve Betts
  - [ ] Asst. Chief Steve Wagner

FROM: Susan Kluthe

DATE: September 16, 2026

SUBJECT: Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 25, 2026 from 3:30 p.m. – 6:30 p.m. in Olde Towne on portions for Mission Avenue and Franklin Street between Erwin's Jewelry and Washington Park.

Please make comments on the above request and return to Susan Kluthe, by September 23, 2026 . Should you have any questions or concerns, please contact Susan Kluthe at (402) 293-3007 or susan.kluthe@bellevue.net. If you do not have any comments, please check the No Comments box and return this form by the deadline date to the City Clerk's Office. Thank you!

- [ ] Comments
- [x] No Comments

Signature or Fill in Your Name

09/16/2026
Date

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

☐ Police Department
- ☐ Sgt. Larry Lampman
- ☐ Capt. Chad Reed
- ☐ Capt. John Stuck

☐ Parks Department
- ☐ Jim Shada

☐ Public Works Department
- ☐ Dave Goedeken

☑ Streets Department
- ■ Bobby Riggs

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☐ Comments ☑ No Comments

Signature or Fill in Your Name

09/23/2026
Date

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

☐ Police Department
- ☐ Sgt. Larry Lampman
- ☐ Capt. Chad Reed
- ☐ Capt. John Stuck

☐ Streets Department
- ☐ Bobby Riggs

■ Parks Department
- ■ Jim Shada

☐ Public Works Department
- ☐ Dave Goedeken

☐ Fire Department
- ☐ Asst. Chief Steve Betts
- ☐ Asst. Chief Steve Wagner

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DATE: September 16, 2026

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☐ Comments ☒ No Comments

Jim Shada
Signature or Fill in Your Name

9-30-26
Date

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

☐ Police Department
- ☐ Sgt. Larry Lampman
- ☐ Capt. Chad Reed
- ☐ Capt. John Stuck

☐ Parks Department
- ☐ Jim Shada

☑ Public Works Department
- ☑ Dave Goedeken

☐ Streets Department
- ☐ Bobby Riggs

☐ Fire Department
- ☐ Asst. Chief Steve Betts
- ☐ Asst. Chief Steve Wagner

FROM: Susan Kluthe

DATE: September 16, 2026

SUBJECT: Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 25, 2026 from 3:30 p.m. – 6:30 p.m. in Olde Towne on portions for Mission Avenue and Franklin Street between Erwin's Jewelry and Washington Park.

Please make comments on the above request and return to Susan Kluthe, by September 23, 2026 . Should you have any questions or concerns, please contact Susan Kluthe at (402) 293-3007 or susan.kluthe@bellevue.net. If you do not have any comments, please check the No Comments box and return this form by the deadline date to the City Clerk's Office. Thank you!

☐ Comments ☒ No Comments

Signature or Fill in Your Name

Date 9/30/26

15a.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2026		SUBMITTED BY: Administration			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☑	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Resolution authorizing the use of digital-on-premise keno tickets through Advanced Gaming Technologies, Inc.'s approved mobile application and approving the commingling of player account funds from the City and participating sponsoring communities into a single fund.

SYNPOSIS/BACKGROUND:

The City contracts with Advanced Gaming Technologies, Inc. ("AGT") for the operation and administration of keno activities within the City. Nebraska law authorizes AGT to sell digital-on-premise keno tickets through an approved mobile application and to commingle player account funds from the City with player account funds from participating sponsoring communities into a single back account. It is anticipated that implementing such technology will modernize the City's keno operations and potentially increase keno revenues for community betterment.

FISCAL IMPACT:: Positive impact anticipated | 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 NAME:	n/a		
STREET DISTRICT NAME (S):	n/a	STREET DISTRICT NUMBER (S):	n/a		
ACCOUNTING DISTRUBUTION CODE:	n/a	ACCOUNT NUMBER:	n/a		

RECOMMENDATION:

Recommend approval of Resolution No. 2026-21.

ATTACHMENTS:

1.	Resolution No. 2026-21	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Aimee Bottrell

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

RESOLUTION NO. 2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, AUTHORIZING THE USE OF DIGITAL-ON-PREMISES KENO TICKETS THROUGH AN APPROVED MOBILE APPLICATION AT AUTHORIZED KENO LOCATIONS AND APPROVING THE COMMINGLING OF PLAYER ACCOUNT FUNDS.

WHEREAS, the City of Bellevue, Nebraska, has established and operates a city lottery pursuant to the Nebraska County and City Lottery Act; and

WHEREAS, the City of Bellevue contracts with Advanced Gaming Technologies, Inc. ("AGT") for the operation and administration of keno activities within the City of Bellevue; and

WHEREAS, Nebraska law and regulations authorize the sale of digital-on-premises keno tickets through an approved mobile application or other approved mobile wagering device, subject to the applicable requirements and oversight of the Nebraska Department of Revenue; and

WHEREAS, AGT has requested authorization to implement a digital-on-premises ticket platform that will allow eligible patrons who are physically present at an authorized keno location within the City of Bellevue to purchase keno tickets through an approved mobile application; and

WHEREAS, the City Council finds that implementation of such technology will modernize the City's keno operations while maintaining compliance with all applicable laws, regulations, controls, age-verification requirements, security requirements, and location-verification requirements; and

WHEREAS, the City Council further finds it appropriate to authorize AGT to commingle player account funds from the City of Bellevue with player account funds from other participating sponsoring communities in a single bank account, as permitted by Nebraska Department of Revenue Regulations and subject to all applicable regulatory requirements and approvals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, AS FOLLOWS:

1. **Approval of Digital-On-Premises Keno Tickets.** The City of Bellevue hereby consents to and approves the use of digital-on-premises tickets for its keno lottery operations through AGT's approved mobile application and related technology.
2. **Compliance with Applicable Requirements.** This approval is expressly conditioned upon AGT's compliance with the Nebraska County and City Lottery Act, the Nebraska Department of Revenue Charitable Gaming Regulations, and all controls, procedures, safeguards, testing requirements, approvals, and directives required by the Nebraska Department of Revenue.
3. **Commingling of Player Account Funds.** Pursuant to Nebraska Department of Revenue Regulations, Title 316, Chapter 35, Section 613.12J, the City of Bellevue authorizes AGT to commingle player account funds associated with the City's keno lottery with player account funds from other participating sponsoring communities in a single bank account, provided that the account is established, maintained, and administered in compliance with all applicable laws and regulations.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF BELLEVUE, NEBRASKA

BY: _____
Mayor Rusty Hike

ATTEST:

_____
City Clerk

(SEAL)

*16a.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/6/2026			SUBMITTED BY: City Clerk		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

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

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2026 through 1/15/2027 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: N/A

CONTRACT EFFECTIVE DATE: N/A CONTRACT TERM: N/A CONTRACT END DATE: N/A

PROJECT NAME: N/A

START DATE: N/A END DATE: N/A PAYMENT DATE: N/A INSURANCE REQUIRED: NO

CIP PROJECT NAME: N/A CIP PROJECT 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 the list of applications for waiver of hunting regulations as reviewed and approved by Sgt. Don Pleiss.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

2026 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police/Rec'd from Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Brett Anderson	1255 County Road 43	Tekamah	68061	D0004390103	301 Washington Street	9/9/2026	9/18/2026	10/6/2026	
Jason Fox Jr.	3108 Jackson Street	Bellevue	68005	D0004672793	301 Washington Street	9/30/2026	9/30/2026	10/6/2026	
Riley Hanna	3108 Jackson Street	Bellevue	68005	D0004672780	301 Washington Street	9/30/2026	9/30/2026	10/6/2026	

16b.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/6/26			SUBMITTED BY: Finance, CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the Environmental Review Record (ERR) and Request for Release of Funds for the Bellevue Library Renovation Enhancement project for Community Project Funds (CPF) program funds under FY24 Consolidated Appropriations Act.

SYNOPSIS/BACKGROUND:

The City of Bellevue is required to perform an environmental assessment for the Bellevue Library Renovation Enhancement project which is receiving Community Project Funds (CPF) program funds under FY24 Consolidated Appropriations Act. The project includes parking and sidewalk improvements to enhance accessibility and safety. The City determined the project will have no negative impact on the environment. The ERR has been completed and a Notice of Finding of No Significant Impact and Request for Release of Funds was distributed and published for citizen review on September 16, 2026. With approval of the ERR, the City will submit the request for release of funds to the Omaha HUD office.

FISCAL IMPACT:: $1,729,655.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/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:	PW 27 (11) Longo Professional Building Parking Lot Rehab				
START DATE:	8/13/24	END DATE:	8/31/2032	PAYMENT DATE:	
INSURANCE REQUIRED:	Yes				
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds for the Bellevue Library Renovation Enhancement project and submit to HUD.

ATTACHMENTS:

1.	Combined Public Notice	2.	Project ERR	3.	HUD 7015.15
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Ginger Batailon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

CITY OF BELLEVUE
NOTICE OF FINDING OF NO SIGNFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

September 16, 2026

City of Bellevue, NE, 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Bellevue.

REQUEST FOR RELEASE OF FUNDS

On or after October 7, 2026, the City of Bellevue will submit a request to the U.S. Department of Housing & Urban Development (HUD) for the release of Community Project Funds (CPF) program funds under FY 2024 Consolidated Appropriations Act, in the amount of $1,729,655 to implement the Bellevue Library Renovation Enhancement project. The project includes the parking and sidewalk improvements to enhance accessibility, safety and functionality of the facility. This project is identified as Categorically Excluded, Subject to 58.5. Since the project is not exempt from 24 CFR Part 58.34 Subpart D, a public notice is required.

FINDING OF NO SIGNIFICANT IMPACT

The City of Bellevue has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Bellevue, Administration Building, City Cleark and CDBG Offices, located at 1500 Wall Street, Bellevue, NE 68005 and may be examined or copied weekdays 8:00 a.m. to 4:30 p.m. The ERR is also available on the website, **https://www.onecpd.info/environmental-review/environmental-review-records**

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by October 5, 2026, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

The City of Bellevue certifies to HUD that, Rusty Hike in his capacity as City of Bellevue City Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Bellevue to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of fund and the City of Bellevue's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Bellevue; (b) the City of Bellevue has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD at: U.S. Department of Housing and Urban Development, Omaha Field Office, Edward Zorinsky Federal Building, 1616 Capitol Avenue, Suite 329, Omaha, Nebraska 68102-4908. Potential objectors should contact HUD to verify the actual last day of the objection period.

Abby Highland
CDBG Program Specialist

Rusty Hike
Mayor, City of Bellevue

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)

Project Information

Project Name: Bellevue-Library-Renovation-Enhancement-Project

HEROS Number: 900000010524689

Start Date: 03/17/2026

Responsible Entity (RE): BELLEVUE, 210 W Mission Ave Bellevue NE, 68005

State / Local Identifier:

RE Preparer: Abby Highland

Certifying Officer: Rusty Hike

Grant Recipient (if different than R esponsible Entity):

Point of Contact:

Point of Contact: Abby Highland
Consultant (if applicable): N/A

40 CFR 1506.5(b)(4): The lead agency or, where appropriate, a cooperating agency shall prepare a disclosure statement for the contractor's execution specifying that the contractor has no financial or other interest in the outcome of the action. Such statement need not include privileged or confidential trade secrets or other confidential business information.

✓ By checking this box, I attest that as a consultant, I have no financial or other interest in the outcome of the undertaking assessed in this environmental review.

Project Location: 2206 Longo Dr, Bellevue, NE 68005

Additional Location Information:
N/A

Direct Comments to:

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The CPF grant funds will be used for the library parking and sidewalk improvement to enhance accessibility, safety and functionality of the facility. A library parking lot can reasonably be considered part of a library renovation if the improvements enhance accessibility, safety, or overall functionality of the facility. Parking lots are often integral to public access-especially for individuals with mobility issues, families with young children, or community members in areas with limited public transit. Renovating or expanding the library without addressing outdated or inadequate parking infrastructure could limit the impact of those improvements. Therefore, if the renovation project aims to modernize and improve the user experience of the library, inclusion of the parking lot can be justified as a necessary component of the broader renovation effort. The sidewalk improvements will also include reconstruction of an 8-foot trail and ADA compliant curb ramps along Harvell Drive to provide safe pedestrian travel routes along Harvell Drive from Fort Crook Road to 400 feet east of Longo Drive. The improved pedestrian-friendly traffic light at Longo Drive will lead to the facility parking lot which will be reconstructed for safety and accessibility by incorporating dedicated marked walkways and clear signage to separate foot traffic from vehicles.

Maps, photographs, and other documentation of project location and description:

Level of Environmental Review Determination:
Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at 58.5:
58.35(a)(1)

Determination:

	This categorically excluded activity/project converts to **EXEMPT** per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
✓	This categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
	This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Approval Documents:

7015.15 certified by Certifying Officer on:

7015.16 certified by Authorizing Officer on:

Funding Information

Grant / Project Identification Number	HUD Program	Program Name	Funding Amount
B-24-CP-NE-1363	Community Planning and Development (CPD)	Community Project Funding (CPF) Grants	$1,729,655.00

Estimated Total HUD Funded, Assisted or Insured Amount: $1,729,655.00

Estimated Total Project Cost: $1,729,655.00

Compliance with 24 CFR §50.4, §58.5 and §58.6 Laws and Authorities

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4, §58.5, and §58.6	Are formal compliance steps or mitigation required?	Compliance determination (See Appendix A for source determinations)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.6		
Airport Hazards Clear Zones and Accident Potential Zones; 24 CFR Part 51 Subpart D	☐ Yes ☑ No	The project is within 15,000 feet of the runway on Offutt Air Force Base, Bellevue, NE. However, it is not within an APZ or RPZ/CZ. The project is in compliance with Airport Hazards requirements.
Coastal Barrier Resources Act Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	☐ Yes ☑ No	This project is located in a state that does not contain CBRS units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	☐ Yes ☑ No	Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.5		
Air Quality Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	☐ Yes ☑ No	Based on the project description, this project includes no activities that would require further evaluation under the Clean Air Act. The project site is not located in a non attainment or maintenance area. The project is in compliance with the Clean Air Act.
Coastal Zone Management Act Coastal Zone Management Act, sections 307(c) & (d)	☐ Yes ☑ No	This project is located in a state that does not participate in the Coastal Zone Management Program. Therefore, this project is in compliance with the Coastal

		Zone Management Act. A list of participating states is provided in the supporting documentation.
Contamination and Toxic Substances 24 CFR 50.3(i) & 58.5(i)(2)]	☐ Yes ☑ No	Site contamination was evaluated as follows: None of the above. On-site or nearby toxic, hazardous, or radioactive substances that could affect the health and safety of project occupants or conflict with the intended use of the property were not found. The project is exempt from radon consideration. The project is in compliance with contamination and toxic substances requirements.
Endangered Species Act Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	☐ Yes ☑ No	This project will have No Effect on listed species because there are no listed species or designated critical habitats in the action area. Utilizing the Information for Planning and Conservation (IPaC) website, the City conduct a review of the project area to identify federally listed threatened and endangered species and critical habitat. The proposed project will be completed without additional clearing or disturbance of undeveloped land. The project site does not include designated critical habitat and a site visit did not reveal evidence of bat presence. Guidance and clearance for the project is provided by the U.S. Department of the Interior letter dated July 11, 2024. This project is in compliance with the Endangered Species Act.
Explosive and Flammable Hazards Above-Ground Tanks)[24 CFR Part 51 Subpart C	☐ Yes ☑ No	Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with explosive and flammable hazard requirements.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	☐ Yes ☑ No	This project does not include any activities that could potentially convert agricultural land to a non-agricultural use. The project site has been

		developed and is currently zoned 03-Commerical. The project is in compliance with the Farmland Protection Policy Act.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	☐ Yes ☑ No	This project does not occur in the FFRMS floodplain. The National Flood Hazard Layer Firmette identifies that the project site is in Zone X - Area of Minimal Flood Hazard. The project is in compliance with Executive Orders 11988 and 13690.
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	☑ Yes ☐ No	Based on Section 106 consultation there are No Historic Properties Affected because there are no historic properties present. The project is in compliance with Section 106. The City consulted Indian Tribes identified with the Tribal Directory Assessment Tool and the Nebraska State Historic Preservation Society (NESHPO) that have an interest in the identified project site. NE SHPO responded with a finding of no historic properties affected. Out of the ten tribes contacted, one tribe, the Otoe-Missouria Tribe of Indians, responded with a request for incorporation of interpretive signage on the project site acknowledging the tribe's ancestoral homeland, see attached letter.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	☐ Yes ☑ No	Based on the project description, this project includes no activities that would require further evaluation under HUD's noise regulation. The project is in compliance with HUD's Noise regulation.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	☐ Yes ☑ No	The project is not located on a sole source aquifer area. The project is in compliance with Sole Source Aquifer requirements.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	☐ Yes ☑ No	

Wild and Scenic Rivers Act Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	☐ Yes ☑ No	This project is not within proximity of a NWSRS river. The project is in compliance with the Wild and Scenic Rivers Act.
HUD HOUSING ENVIRONMENTAL STANDARDS		

Mitigation Measures and Conditions [40 CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Mitigation Plan	Complete
Historic Preservation [National Historic Preservation Act of 1966, particularly sections 106 & 110; 36 CFR Part 800] Indian Tribes	-Incorporate interpretive signage near the library entrance acknowledging the Otoe-Missouria ancestral homeland, history of fored removal of the Otoe-Missouria people from this region and any pre-contact sites in the vicinity. -Development and adoption of a formal inadvertent discoveries plan.	N/A	-Develop signage in consultation with tribe and NE SHPO. - Develop inadvertent discoveries plan.	

Project Mitigation Plan

The CDBG Office, Public Works Department, Bellevue Public Library and City Administration will work to develop the necessary signage and plan that will then be presented to the Otoe-Missouria Tribe and the Nebraska State Historic Preservation Office for approval. Approved information will be provided to contractors on site. The CDBG and Public Works Departments will work together to ensure implementation of the mitigation measures.

Supporting documentation on completed measures

APPENDIX A: Related Federal Laws and Authorities

Airport Hazards

General policy	Legislation	Regulation
It is HUD's policy to apply standards to prevent incompatible development around civil airports and military airfields.		24 CFR Part 51 Subpart D

1. To ensure compatible land use development, you must determine your site's proximity to civil and military airports. Is your project within 15,000 feet of a military airport or 2,500 feet of a civilian airport?

No

✓ **Yes**

2. Is your project located within a Runway Protection Zone/Clear Zone (RPZ/CZ) or Accident Potential Zone (APZ) ?

Yes, project is in an APZ

Yes, project is an RPZ/CZ

✓ No, project is not within an APZ or RPZ/CZ

Based on the response, the review is in compliance with this section. Document and upload the map showing that the site is not within either zone below.

Screen Summary

Compliance Determination

The project is within 15,000 feet of the runway on Offutt Air Force Base, Bellevue, NE. However, it is not within an APZ or RPZ/CZ. The project is in compliance with Airport Hazards requirements.

Supporting documentation

Bellevue-Library-Renovation-Enhancement-Project	Bellevue, NE	900000010524689

Library - Airport Hazard Map.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Coastal Barrier Resources

General requirements	Legislation	Regulation
HUD financial assistance may not be used for most activities in units of the Coastal Barrier Resources System (CBRS). See 16 USC 3504 for limitations on federal expenditures affecting the CBRS.	Coastal Barrier Resources Act (CBRA) of 1982, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC 3501)	

This project is located in a state that does not contain CBRA units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.

Screen Summary

Compliance Determination

This project is located in a state that does not contain CBRS units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.

Supporting documentation

Coastal Barrier Map.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Flood Insurance

General requirements	Legislation	Regulation
Certain types of federal financial assistance may not be used in floodplains unless the community participates in National Flood Insurance Program and flood insurance is both obtained and maintained.	Flood Disaster Protection Act of 1973 as amended (42 USC 4001-4128)	24 CFR 50.4(b)(1) and 24 CFR 58.6(a) and (b); 24 CFR 55.1(b).

1. Does this project involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property?

✓ No. This project does not require flood insurance or is excepted from flood insurance.

Based on the response, the review is in compliance with this section.

Yes

4. While flood insurance is not mandatory for this project, HUD strongly recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). Will flood insurance be required as a mitigation measure or condition?

Yes

✓ No

Screen Summary

Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

Supporting documentation

Are formal compliance steps or mitigation required?

Bellevue-Library-Renovation-Enhancement-Project	Bellevue, NE	900000010524689

Yes

✓ No

Air Quality

General requirements	Legislation	Regulation
The Clean Air Act is administered by the U.S. Environmental Protection Agency (EPA), which sets national standards on ambient pollutants. In addition, the Clean Air Act is administered by States, which must develop State Implementation Plans (SIPs) to regulate their state air quality. Projects funded by HUD must demonstrate that they conform to the appropriate SIP.	Clean Air Act (42 USC 7401 et seq.) as amended particularly Section 176(c) and (d) (42 USC 7506(c) and (d))	40 CFR Parts 6, 51 and 93

1. Does your project include new construction or conversion of land use facilitating the development of public, commercial, or industrial facilities OR five or more dwelling units?

Yes

✓ No

Based on the response, the review is in compliance with this section.

Screen Summary

Compliance Determination

Based on the project description, this project includes no activities that would require further evaluation under the Clean Air Act. The project site is not located in a non attainment or maintenance area. The project is in compliance with the Clean Air Act.

Supporting documentation

Air Quality Nonattainment and Maintenance Areas 2025 copy.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Coastal Zone Management Act

General requirements	Legislation	Regulation
Federal assistance to applicant agencies for activities affecting any coastal use or resource is granted only when such activities are consistent with federally approved State Coastal Zone Management Act Plans.	Coastal Zone Management Act (16 USC 1451-1464), particularly section 307(c) and (d) (16 USC 1456(c) and (d))	15 CFR Part 930

This project is located in a state that does not participate in the Coastal Zone Management Program. Therefore, this project is in compliance with the Coastal Zone Management Act.

Screen Summary

Compliance Determination

This project is located in a state that does not participate in the Coastal Zone Management Program. Therefore, this project is in compliance with the Coastal Zone Management Act. A list of participating states is provided in the supporting documentation.

Supporting documentation

Coastal Zone Management - State Participants.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Contamination and Toxic Substances

General Requirements	Legislation	Regulations
It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of the occupants or conflict with the intended utilization of the property.		24 CFR 58.5(i)(2) 24 CFR 50.3(i)
Reference		
https://www.onecpd.info/environmental-review/site-contamination		

1. How was site contamination evaluated?* Select all that apply.

ASTM Phase I ESA

ASTM Phase II ESA

Remediation or clean-up plan

ASTM Vapor Encroachment Screening.

✓ None of the above

* HUD regulations at 24 CFR § 58.5(i)(2)(ii) require that the environmental review for multifamily housing with five or more dwelling units or non-residential property include the evaluation of previous uses of the site or other evidence of contamination on or near the site.
For acquisition and new construction of multifamily and nonresidential properties HUD strongly advises the review include an ASTM Phase I Environmental Site Assessment (ESA) to meet real estate transaction standards of due diligence and to help ensure compliance with HUD's toxic policy at 24 CFR §58.5(i) and 24 CFR §50.3(i). Also note that some HUD programs require an ASTM Phase I ESA.

2. Were any on-site or nearby toxic, hazardous, or radioactive substances* (excluding radon) found that could affect the health and safety of project occupants or conflict with the intended use of the property? (Were any recognized environmental conditions or RECs identified in a Phase I ESA and confirmed in a Phase II ESA?)

Provide a map or other documentation of absence or presence of contamination** and explain evaluation of site contamination in the Screen Summary at the bottom of this screen.

✓ No

Explain:

NEPAssist map and database showing potential toxic and hazardous sites were reviewed. No hazards were identified on site.

Yes

* This question covers the presence of radioactive substances excluding radon. Radon is addressed in the Radon Exempt Question.
** Utilize EPA's Enviromapper, NEPAssist, or state/tribal databases to identify nearby dumps, junk yards, landfills, hazardous waste sites, and industrial sites, including EPA National Priorities List Sites (Superfund sites), CERCLA or state-equivalent sites, RCRA Corrective Action sites with release(s) or suspected release(s) requiring clean-up action and/or further investigation. Additional supporting documentation may include other inspections and reports.

3. Evaluate the building(s) for radon. Do all buildings meet any of the exemptions* from having to consider radon in the contamination analysis listed in CPD Notice CPD-23-103?

✓ Yes

Explain:

The project does not include enclosed spaces.

No

* Notes:
- Buildings with no enclosed areas having ground contact.
- Buildings containing crawlspaces, utility tunnels, or parking garages would not be exempt, however buildings built on piers would be exempt, provided that there is open air between the lowest floor of the building and the ground.
- Buildings that are not residential and will not be occupied for more than 4 hours per day.
- Buildings with existing radon mitigation systems - document radon levels are below 4 pCi/L with test results dated within two years of submitting the application for HUD assistance and document the system includes an ongoing maintenance plan that includes periodic testing to ensure the system continues to meet the current EPA recommended levels. If the project does not require an application, document test results dated within two years of the date the environmental review is certified. Refer to program office guidance to ensure compliance with

program requirements.

- Buildings tested within five years of the submission of application for HUD assistance: test results document indoor radon levels are below current the EPA's recommended action levels of 4.0 pCi/L. For buildings with test data older than five years, any new environmental review must include a consideration of radon using one of the methods in Section A below.

Screen Summary

Compliance Determination

Site contamination was evaluated as follows: None of the above. On-site or nearby toxic, hazardous, or radioactive substances that could affect the health and safety of project occupants or conflict with the intended use of the property were not found. The project is exempt from radon consideration. The project is in compliance with contamination and toxic substances requirements.

Supporting documentation

Library NEPAssist Analysis.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Endangered Species

General requirements	ESA Legislation	Regulations
Section 7 of the Endangered Species Act (ESA) mandates that federal agencies ensure that actions that they authorize, fund, or carry out shall not jeopardize the continued existence of federally listed plants and animals or result in the adverse modification or destruction of designated critical habitat. Where their actions may affect resources protected by the ESA, agencies must consult with the Fish and Wildlife Service and/or the National Marine Fisheries Service ("FWS" and "NMFS" or "the Services").	The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*); particularly section 7 (16 USC 1536).	50 CFR Part 402

1. Does the project involve any activities that have the potential to affect specifies or habitats?

No, the project will have No Effect due to the nature of the activities involved in the project.

No, the project will have No Effect based on a letter of understanding, memorandum of agreement, programmatic agreement, or checklist provided by local HUD office

✓ Yes, the activities involved in the project have the potential to affect species and/or habitats.

2. Are federally listed species or designated critical habitats present in the action area?

✓ No, the project will have No Effect due to the absence of federally listed species and designated critical habitat

Based on the response, the review is in compliance with this section. Document and upload all documents used to make your determination below. Documentation may include letters from the Services, species lists from the Services' websites, surveys or other documents and analysis showing that there are no species in the action area.

Yes, there are federally listed species or designated critical habitats present in the action area.

Bellevue-Library-Renovation-Enhancement-Project	Bellevue, NE	900000010524689

Screen Summary

Compliance Determination

This project will have No Effect on listed species because there are no listed species or designated critical habitats in the action area. Utilizing the Information for Planning and Conservation (IPaC) website, the City conduct a review of the project area to identify federally listed threatened and endangered species and critical habitat. The proposed project will be completed without additional clearing or disturbance of undeveloped land. The project site does not include designated critical habitat and a site visit did not reveal evidence of bat presence. Guidance and clearance for the project is provided by the U.S. Department of the Interior letter dated July 11, 2024. This project is in compliance with the Endangered Species Act.

Supporting documentation

Interior Public Clearance to Proceed 2026 03 02.pdf
Library Enhancement Species List Nebraska Ecological Services Field Office.pdf
Library Enhancement 20260807 NE TA FedLoanGrant.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Explosive and Flammable Hazards

General requirements	Legislation	Regulation
HUD-assisted projects must meet Acceptable Separation Distance (ASD) requirements to protect them from explosive and flammable hazards.	N/A	24 CFR Part 51 Subpart C

1. Is the proposed HUD-assisted project itself the development of a hazardous facility (a facility that mainly stores, handles or processes flammable or combustible chemicals such as bulk fuel storage facilities and refineries)?

✓ No

Yes

2. Does this project include any of the following activities: development, construction, rehabilitation that will increase residential densities, or conversion?

✓ No

Based on the response, the review is in compliance with this section.

Yes

Screen Summary

Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with explosive and flammable hazard requirements.

Supporting documentation

Are formal compliance steps or mitigation required?

Yes

✓ No

Bellevue-Library-Renovation-Enhancement-Project	Bellevue, NE	900000010524689

Farmlands Protection

General requirements	Legislation	Regulation
The Farmland Protection Policy Act (FPPA) discourages federal activities that would convert farmland to nonagricultural purposes.	Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.)	7 CFR Part 658

1. Does your project include any activities, including new construction, acquisition of undeveloped land or conversion, that could convert agricultural land to a non-agricultural use?

Yes

✓ No

If your project includes new construction, acquisition of undeveloped land or conversion, explain how you determined that agricultural land would not be converted:

Based on the response, the review is in compliance with this section. Document and upload all documents used to make your determination below.

Screen Summary

Compliance Determination

This project does not include any activities that could potentially convert agricultural land to a non-agricultural use. The project site has been developed and is currently zoned 03-Commerical. The project is in compliance with the Farmland Protection Policy Act.

Supporting documentation

Library - Zoning.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Floodplain Management

General Requirements	Legislation	Regulation
Executive Order 11988, Floodplain Management, requires Federal activities to avoid impacts to floodplains and to avoid direct and indirect support of floodplain development to the extent practicable.	Executive Order 11988 * Executive Order 13690 * 42 USC 4001-4128 * 42 USC 5154a * only applies to screen 2047 and not 2046	24 CFR 55

1. Does this project meet an exemption at 24 CFR 55.12 from compliance with HUD's floodplain management regulations in Part 55?

Yes

(a) HUD-assisted activities described in 24 CFR 58.34 and 58.35(b).

(b) HUD-assisted activities described in 24 CFR 50.19, except as otherwise indicated in § 50.19.

(c) The approval of financial assistance for restoring and preserving the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, where a permanent covenant or comparable restriction is place on the property's continued use for flood control, wetland projection, open space, or park land, but only if:
(1) The property is cleared of all existing buildings and walled structures; and
(2) The property is cleared of related improvements except those which:
(i) Are directly related to flood control, wetland protection, open space, or park land (including playgrounds and recreation areas);
(ii) Do not modify existing wetland areas or involve fill, paving, or other ground disturbance beyond minimal trails or paths; and
(iii) Are designed to be compatible with the beneficial floodplain or wetland function of the property.

(d) An action involving a repossession, receivership, foreclosure, or similar acquisition of property to protect or enforce HUD's financial interests under previously approved loans, grants, mortgage insurance,

or other HUD assistance.

(e) Policy-level actions described at 24 CFR 50.16 that do not involve site-based decisions.

(f) A minor amendment to a previously approved action with no additional adverse impact on or from a floodplain or wetland.

(g) HUD's or the responsible entity's approval of a project site, an incidental portion of which is situated in the FFRMS floodplain (not including the floodway, LiMWA, or coastal high hazard area) but only if: (1) The proposed project site does not include any existing or proposed buildings or improvements that modify or occupy the FFRMS floodplain except de minimis improvements such as recreation areas and trails; and (2) the proposed project will not result in any new construction in or modifications of a wetland .

(h) Issuance or use of Housing Vouchers, or other forms of rental subsidy where HUD, the awarding community, or the public housing agency that administers the contract awards rental subsidies that are not project-based (i.e., do not involve site-specific subsidies).

(i) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and persons with disabilities.

Describe:

✓ No

2. Does the project include a Critical Action? Examples of Critical Actions include projects involving hospitals, fire and police stations, nursing homes, hazardous chemical storage, storage of valuable records, and utility plants.

Yes

Describe:

✓ No

3. Determine the extent of the FFRMS floodplain and provide mapping documentation in support of that determination

The extent of the FFRMS floodplain can be determined using a Climate Informed Science Approach (CISA), 0.2 percent flood approach (0.2 PFA), or freeboard value approach (FVA). For projects in areas without available CISA data or without FEMA Flood Insurance Rate Maps (FIRMs), Flood Insurance Studies (FISs) or Advisory Base Flood Elevations (ABFEs), use the best available information[1] to determine flood elevation. Include documentation and an explanation of why this is the best available information[2] for the site. Note that newly constructed and substantially improved[3] structures must be elevated to the FFRMS floodplain regardless of the approach chosen to determine the floodplain.

Select one of the following three options:

CISA for non-critical actions. If using a local tool , data, or resources, ensure that the FFRMS elevation is higher than would have been determined using the 0.2 PFA or the FVA.

✓ 0.2-PFA. Where FEMA has defined the 0.2-percent-annual-chance floodplain, the FFRMS floodplain is the area that FEMA has designated as within the 0.2-percent-annual-chance floodplain.

FVA. If neither CISA nor 0.2-PFA is available, for non-critical actions, the FFRMS floodplain is the area that results from adding two feet to the base flood elevation as established by the effective FIRM or FIS or — if available — a FEMA-provided preliminary or pending FIRM or FIS or advisory base flood elevations, whether regulatory or informational in nature. However, an interim or preliminary FEMA map cannot be used if it is lower than the current FIRM or FIS.

[1] Sources which merit investigation include the files and studies of other federal agencies, such as the U. S. Army Corps of Engineers, the Tennessee Valley Authority, the Soil Conservation Service and the U. S. Geological Survey. These agencies have prepared flood hazard studies for several thousand localities and, through their technical assistance programs, hydrologic studies, soil surveys, and other investigations have collected or developed other floodplain information for numerous sites and areas. States and communities are also sources of information on past flood 'experiences within their boundaries and are particularly knowledgeable about areas subject to high-risk flood hazards such as alluvial fans, high velocity flows, mudflows and mudslides, ice jams, subsidence and liquefaction.

[2] If you are using best available information, select the FVA option below and provide supporting documentation in the screen summary. Contact your local environmental officer with additional compliance questions.

[3] Substantial improvement means any repair or improvement of a structure which costs at least

50 percent of the market value of the structure before repair or improvement or results in an increase of more than 20 percent of the number of dwelling units. The full definition can be found at 24 CFR 55.2(b)(12).

5. Does your project occur in the FFRMS floodplain?

Yes

✓ No

Screen Summary

Compliance Determination

This project does not occur in the FFRMS floodplain. The National Flood Hazard Layer Firmette identifies that the project site is in Zone X - Area of Minimal Flood Hazard. The project is in compliance with Executive Orders 11988 and 13690.

Supporting documentation

FIRMETTE_f6a48aa4-157d-43f7-aa63-b6090e4fbf65.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Historic Preservation

General requirements	Legislation	Regulation
Regulations under Section 106 of the National Historic Preservation Act (NHPA) require a consultative process to identify historic properties, assess project impacts on them, and avoid, minimize, or mitigate adverse effects	Section 106 of the National Historic Preservation Act (16 U.S.C. 470f)	36 CFR 800 "Protection of Historic Properties" https://www.govinfo.gov/content/pkg/CFR-2012-title36-vol3/pdf/CFR-2012-title36-vol3-part800.pdf

Threshold

Is Section 106 review required for your project?

	No, because the project consists solely of activities listed as exempt in a Programmatic Agreement (PA). (See the PA Database to find applicable PAs.)
	No, because the project consists solely of activities included in a No Potential to Cause Effects memo or other determination [36 CFR 800.3(a)(1)].
	No, because the project consists solely of activities covered by the ACHP's PROGRAM COMMENT ON CERTAIN HOUSING, BUILDING AND TRANSPORTATION UNDERTAKINGS, as demonstrated in the ACHP PC Checklist.
✓	Yes, because the project includes activities with potential to cause effects (direct or indirect).

Step 1 – Initiate Consultation

Select all consulting parties below (check all that apply):

✓ State Historic Preservation Offer (SHPO) Completed

✓ Advisory Council on Historic Preservation Not Required

✓ Indian Tribes, including Tribal Historic Preservation Officers (THPOs) or Native Hawaiian Organizations (NHOs)

✓ Apache Tribe of Oklahoma	Completed
✓ Cheyenne and Arapaho Tribes, Oklahoma	Completed
✓ Iowa Tribe of Kansas and Nebraska	Completed
✓ Iowa Tribe of Oklahoma	Completed
✓ Omaha Tribe of Nebraska	Completed
✓ Otoe-Missouria Tribe of Indians, Oklahoma	Completed
✓ Ponca Tribe of Nebraska	Completed
✓ Sac & Fox Nation of Missouri in KS and NE	Completed
✓ Sac & Fox Nation, Oklahoma	Completed
✓ Sac & Fox Tribe of the Mississippi in IA	Completed

Other Consulting Parties

Describe the process of selecting consulting parties and initiating consultation here:
The City of Bellevue consulted with the Tribal Directory Assessment Tool to identify Indian Tribes that have an interest in the identified project site. Consultation through letter notifications was conducted in March and April 2026.

Document and upload all correspondence, notices and notes (including comments and objections received below).

Was the Section 106 Lender Delegation Memo used for Section 106 consultation?

Yes
No

Step 2 – Identify and Evaluate Historic Properties

1. **Define the Area of Potential Effect (APE), either by entering the address(es) or uploading a map depicting the APE below:**
   The project address is 2206 Longo Drive, Bellevue, NE 68005

   In the chart below, list historic properties identified and evaluated in the APE. Every historic property that may be affected by the project should be included in the chart.

   Upload the documentation (survey forms, Register nominations, concurrence(s) and/or objection(s), notes, and photos) that justify your National Register Status determination below.

Address / Location / District	National Register Status	SHPO Concurrence	Sensitive Information

   Additional Notes:

2. **Was a survey of historic buildings and/or archeological sites done as part of the project?**

   Yes

   ✓ No

Step 3 –Assess Effects of the Project on Historic Properties

Only properties that are listed on or eligible for the National Register of Historic Places receive further consideration under Section 106. Assess the effect(s) of the project by applying the Criteria of Adverse Effect. (36 CFR 800.5)] Consider direct and indirect effects as applicable as per guidance on direct and indirect effects.

Choose one of the findings below - No Historic Properties Affected, No Adverse Effect, or Adverse Effect; and seek concurrence from consulting parties.

✓ No Historic Properties Affected

Based on the response, the review is in compliance with this section. Document and upload

Bellevue-Library-Renovation-Enhancement-Project	Bellevue, NE	900000010524689

concurrence(s) or objection(s) below.

Document reason for finding:

✓ No historic properties present.

Historic properties present, but project will have no effect upon them.

No Adverse Effect

Adverse Effect

Screen Summary

Compliance Determination

Based on Section 106 consultation there are No Historic Properties Affected because there are no historic properties present. The project is in compliance with Section 106. The City consulted Indian Tribes identified with the Tribal Directory Assessment Tool and the Nebraska State Historic Preservation Society (NESHPO) that have an interest in the identified project site. NE SHPO responded with a finding of no historic properties affected. Out of the ten tribes contacted, one tribe, the Otoe-Missouria Tribe of Indians, responded with a request for incorporation of interpretive signage on the project site acknowledging the tribe's ancestoral homeland, see attached letter.

Supporting documentation

NE SHPO Consultation and Photos.pdf
Tribe Contacts and Letters.pdf
NE SHPO Response 8172026.pdf
Tribe Response.pdf

Are formal compliance steps or mitigation required?

✓ Yes

No

Bellevue-Library-Renovation-Enhancement-Project	Bellevue, NE	900000010524689

Noise Abatement and Control

General requirements	Legislation	Regulation
HUD's noise regulations protect residential properties from excessive noise exposure. HUD encourages mitigation as appropriate.	Noise Control Act of 1972 General Services Administration Federal Management Circular 75-2: "Compatible Land Uses at Federal Airfields"	Title 24 CFR 51 Subpart B

1. What activities does your project involve? Check all that apply:

New construction for residential use

Rehabilitation of an existing residential property

A research demonstration project which does not result in new construction or reconstruction

An interstate land sales registration

Any timely emergency assistance under disaster assistance provision or appropriations which are provided to save lives, protect property, protect public health and safety, remove debris and wreckage, or assistance that has the effect of restoring facilities substantially as they existed prior to the disaster

✓ None of the above

Screen Summary

Compliance Determination

Based on the project description, this project includes no activities that would require further evaluation under HUD's noise regulation. The project is in compliance with HUD's Noise regulation.

Supporting documentation

Are formal compliance steps or mitigation required?

Bellevue-Library-Renovation-Enhancement-Project	Bellevue, NE	900000010524689

Yes

✓ No

Sole Source Aquifers

General requirements	Legislation	Regulation
The Safe Drinking Water Act of 1974 protects drinking water systems which are the sole or principal drinking water source for an area and which, if contaminated, would create a significant hazard to public health.	Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300f et seq., and 21 U.S.C. 349)	40 CFR Part 149

1. Does the project consist solely of acquisition, leasing, or rehabilitation of an existing building(s)?

Yes

✓ No

2. Is the project located on a sole source aquifer (SSA)?

A sole source aquifer is defined as an aquifer that supplies at least 50 percent of the drinking water consumed in the area overlying the aquifer. This includes streamflow source areas, which are upstream areas of losing streams that flow into the recharge area.

< No

✓

Based on the response, the review is in compliance with this section. Document and upload documentation used to make your determination, such as a map of your project (or jurisdiction, if appropriate) in relation to the nearest SSA and its source area, below.

Yes

3. Does your region have a memorandum of understanding (MOU) or other working agreement with Environmental Protection Agency (EPA) for HUD projects impacting a sole source aquifer?

Bellevue-Library-Renovation-Enhancement-Project	Bellevue, NE	900000010524689

Yes

No

Screen Summary

Compliance Determination

The project is not located on a sole source aquifer area. The project is in compliance with Sole Source Aquifer requirements.

Supporting documentation

Sole Source Aquifer Map.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Wetlands Protection

General requirements	Legislation	Regulation
Executive Order 11990 requires avoiding to the extent possible the long and short term adverse impacts associated with the destruction or modification of wetlands, and avoiding actions that directly or indirectly support new construction in wetlands wherever there is a practicable alternative. The Fish and Wildlife Service's National Wetlands Inventory must be used as a primary screening tool, but observed or known wetlands not delineated on NWI maps must also be evaluated.	Executive Order 11990	24 CFR 55.20 can be used for general guidance regarding the 8 Step Process.

1. Does this project involve new construction as defined in 24 CFR 55.10 and referenced in Executive Order 11990? The term "new construction" shall include grading, clearing, draining, dredging, channelizing, filling, diking, impounding, and related activities for any structure or facilities, including the siting of new manufactured housing units.

No

Yes

Screen Summary
Compliance Determination

Supporting documentation

Library - Wetlands Mapper.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Wild and Scenic Rivers Act

General requirements	Legislation	Regulation
The Wild and Scenic Rivers Act provides federal protection for certain free-flowing, wild, scenic and recreational rivers designated as components or potential components of the National Wild and Scenic Rivers System (NWSRS) from the effects of construction or development.	The Wild and Scenic Rivers Act (16 U.S.C. 1271-1287), particularly section 7(b) and (c) (16 U.S.C. 1278(b) and (c))	36 CFR Part 297

1. Is your project within proximity of a NWSRS river?

✓ No

Yes, the project is in proximity of a Designated Wild and Scenic River or Study Wild and Scenic River.
Yes, the project is in proximity of a Nationwide Rivers Inventory (NRI) River.

Screen Summary

Compliance Determination

This project is not within proximity of a NWSRS river. The project is in compliance with the Wild and Scenic Rivers Act.

Supporting documentation

Wild and Scenic River Docs.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 04/30/2027)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
Community Project Funding	B-24-CP-NE-1363	

4. OMB Catalog Number(s)	5. Name and address of responsible entity
14.251 Economic Development Initiative	City of Bellevue, 1500 Wall Street, Bellevue, NE 68005
6. For information about this request, contact (name & phone number)	
Abby Highland, CDBG Specialist, (402)293-3000	
8. HUD or State Agency and office unit to receive request	7. Name and address of recipient (if different than responsible entity)
U.S. Department of Housing and Urban Development, Omaha Field Office	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
Bellevue Library Renovation Enhancement Project	2206 Longo Drive, Bellevue, NE 68005

11. Program Activity/Project Description

The proposed project includes library parking and sidewalk improvement to enhance accessibility, safety and functionality of the facility.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did [ ] did not [✓] require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
X	Mayor
	Date signed

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

16c.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/6/26			SUBMITTED BY: Finance, CDBG		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Approve the Environmental Review Record for The Wilshire Project which includes provisions for HUD Section 8 Project-Based Voucher (PBV) assistance and authorize submittal of the review to HUD.

SYNOPSIS/BACKGROUND:

The City of Bellevue, as the Responsible Entity for environmental review records (ERR) pursuant to 24 CFR Part 58, reviewed the ERR provided by the Bellevue Housing Authority for The Wilshire Project, a proposed development at 1724 Wilshire Drive which will included Project Based Voucher assistance through HUD. The City verified that the project will have no significant impact on the environment. A Notice of Finding of No Significant Impact and Request for Release of Funds was published and distributed for citizen review on September 16, 2026. Following approval by council, the Bellevue Housing Authority will submit the review and request for release of funds to HUD.

FISCAL IMPACT:: 0.00 BUDGETED FUNDS?: NA GRANT/MATCHING FUNDS?: Yes

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: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve The Wilshire environmental review record and authorize submission to HUD.

ATTACHMENTS:

1. ERR Public Notice
2. Wilshire ERR
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
NOTICE OF FINDING OF NO SIGNFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

September 16, 2026
City of Bellevue, NE, 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000
These notices shall satisfy two separate but related procedural requirements for activities associated with the proposed provision of Section 8 Project-Based Voucher (PBV) assistance by the Bellevue Housing Authority for eight units within the Wilshire Apartments development. The City of Bellevue is serving as the Responsible Entity for the environmental review pursuant to 24 CFR Part 58.

REQUEST FOR RELEASE OF FUNDS
On or about October 7, 2026, the Bellevue Housing Authority will submit to the U.S. Department of Housing & Urban Development (HUD) an environmental certification and request for release funds associated with the proposed Section 8 Housing Choice Voucher Program – Project-Based Voucher assistance for eight units at Wilshire Apartments.

FINDING OF NO SIGNIFICANT IMPACT
The City of Bellevue has determined that the projects will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Bellevue, City Clerk's Office, located at 1500 Wall Street, Bellevue, NE 68005 and may be examined or copied weekdays 8:00 a.m. to 4:30 p.m. The ERR is also available on the website, **https://www.onecpd.info/environmental-review/environmental-review-records**

PUBLIC COMMENTS
Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by October 6, 2026, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS
The City of Bellevue certifies to HUD that, Rusty Hike in his capacity as City of Bellevue City Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and permits the Bellevue Housing Authority to proceed with the proposed HUD Project-Based Voucher assistance, subject to applicable program requirements.

OBJECTIONS TO RELEASE OF FUNDS
HUD will accept objections to its release of fund and the City of Bellevue's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Bellevue; (b) the City of Bellevue has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD at: U.S. Department of Housing and Urban Development, Omaha Field Office, Edward Zorinsky Federal Building, 1616 Capitol Avenue, Suite 329, Omaha, Nebraska 68102-4908. Potential objectors should contact HUD to verify the actual last day of the objection period.
Rusty Hike, Mayor, City of Bellevue

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Project Information

Update Date	Updated By	Start Date	Deadline Date	End Date	Justification
09/04/2026	Meghan Gruver	09/04/2026	09/04/2027		Start Date Set
09/10/2026	Abby Highland	09/04/2026	09/04/2027	09/10/2026	Actual End Date set to Signed Date on Signature and Posting (6320) screen.

Project Name: The-Wilshire

HEROS Number: 900000010554278

Start Date: 09/04/2026

Estimated End Date: 09/04/2027

Actual End Date: 09/10/2026

Responsible Entity (RE): BELLEVUE, 210 W Mission Ave Bellevue NE, 68005

RE Preparer: Abby Highland

State / Local Identifier:

Certifying Officer: Rusty Hike

Grant Recipient (if different than Responsible Entity):

Point of Contact:
Consultant (if applicable): TERRACON

Point of Contact: Meghan Gruver

40 CFR 1506.5(b)(4): The lead agency or, where appropriate, a cooperating agency shall prepare a disclosure statement for the contractor's execution specifying that the contractor has no financial or other interest in the outcome of the action. Such statement need not include privileged or confidential trade secrets or other confidential business information.

- ✓ By checking this box, I attest that as a consultant, I have no financial or other interest in the outcome of the undertaking assessed in this environmental review.

Project Location: 1724 Wilshire Drive, Bellevue, NE 68005

Additional Location Information:
The site of the project area is further identified by the Sarpy County Assessor, as Parcel Number 010449760, which is addressed as 1724 Wilshire Drive at the approximate central coordinates of 41.141748 degrees north latitude, 95.914672 degrees west longitude.

Direct Comments to: City of Bellevue
1500 Wall Street
Bellevue, NE 68005
www.bellevue.net

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:
The site consists of a single-rectangularly shaped parcel, approximately 1.49 acres of land. The site current consists of grassed land with a asphalt paved surface parking lot. The proposed development of the site includes the construction of a five-story apartment building, housing 96 multi-family residential dwelling units. The structure will consist of a parking garage on the ground floor with four stories of residential dwelling units above. The residential dwelling units will consist of one, two, three and four-bedroom units. Seven of the rental units will be HTF-assisted units, all serving households with incomes not more than 30% of the Area Median Income. The ground floor parking garage will be partially below-grade and will contain 61 parking stalls, with an asphalt paved surface parking lot that will be constructed east of the site structure with 59 parking stalls. Additional exterior property improvements include a playground on the northern portion of the site. The proposed site structure is to be located approximately 40' feet to the east of the western site boundary and 60 feet to the south of the northern site boundary, with the underground parking garage entrance being located in the southeastern corner of the site structure. The entrance to the

site is in the northeastern corner of the site and the southeastern corner of the site, along the eastern site boundary. In the area of the building footprint, anticipated ground disturbance is to a depth of 15-feet to accommodate the sub-grade parking garage. There will be surficial ground disturbance in the areas of the surface parking lot and along the eastern portion of the site when the property is finished graded prior to occupancy. There will be no ground disturbance beyond the boundaries of the site, as identified by the Sarpy County Assessor Tax Map.

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]:

Sarpy County is Nebraska's fastest growing county, driven by a surging population, major tech investments and rapid suburban expansion. The population has grown over 32% since 2010 and is projected to 317,000 people by 2050. The median age of the population of Sarpy County is 35.6 to 36.7 years, approximately 25.5% of the population is under 18 years of age, 60.8% of the population is between 18 to 64 years of age and 12.8% of the population is 65 years of age or older. Seven of the rental units will be HTF-assisted units, all serving households with incomes not more than 30% of the Area Median Income. In addition, the construction of a new residential apartment building on currently vacant/abandoned properties, is intended to improve the neighborhood land values and provide affordable housing.

Existing Conditions and Trends [24 CFR 58.40(a)]:

The Wilshire project is located on approximately 1.49 acres of grassed land and an asphalt paved surface parking lot. The project site is situated in an area that is largely developed with an apartment building to the west and a senior living community to the northwest, commercial structures to north, east and south and the Bellevue Police Department to the northeast. In the absence of the proposed project, the property will continue to be structurally vacant land, or will be developed for commercial use or potentially developed as market-value residential units.

Maps, photographs, and other documentation of project location and description:

2025-09-08_25010_GLC The Wilshire_Arch Site Plan.pdf
05247710R01 - Topo and Aerial.pdf
05247710R01 - Photo log.pdf

Determination:

✓	Finding of No Significant Impact [24 CFR 58.40(g)(1); 40 CFR 1508.13] The project will not result in a significant impact on the quality of human environment
	Finding of Significant Impact

Approval Documents:

Wilshire Signature Page Signed 91026.pdf

7015.15 certified by Certifying Officer on:

7015.16 certified by Authorizing Officer on:

Funding Information

Grant / Project Identification Number	HUD Program	Program Name	Funding Amount
24-HTFRH-10030	Other	National Housing Trust Fund	$689,089.00
TBD	Public Housing	Project-Based Voucher Program	$0.00

Estimated Total HUD Funded, Assisted or Insured Amount: $0.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: $27,671,382.00

Compliance with 24 CFR §50.4, §58.5 and §58.6 Laws and Authorities

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4, §58.5, and §58.6	Are formal compliance steps or mitigation required?	Compliance determination (See Appendix A for source determinations)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.6		
Airport Hazards Clear Zones and Accident Potential Zones; 24 CFR Part 51 Subpart D	☐ Yes ☑ No	According to the Federal Aviation Administration Circle Search results, the project is located within 15,000 feet of Offut Air Force Base (AFB). However, it is not located in the Clear Zone (CA), Accident Potential Zone 1 (APZ1) or APZ II. The project is not located within 2,500 feet of a civil airport. The project is in compliance with Airport Hazards requirements.
Coastal Barrier Resources Act Coastal Barrier Resources Act, as amended by the Coastal Barrier	☐ Yes ☑ No	This project is located in a state that does not contain CBRS units. Therefore,

Improvement Act of 1990 [16 USC 3501]		this project is in compliance with the Coastal Barrier Resources Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	☐ Yes ☑ No	Based on National Flood Hazard Layer map obtained from the Federal Emergency Management Agency's (FEMA) website the project site is located on FEMA FIRM 31153C0093G, effective date December 2, 2005 and is located not in Zone X. Zone X is defined as an area of minimal flood hazard and is located outside of the 100 and 500 year flood plain. The structure or insurable property is not located in a FEMA-designated Special Flood Hazard Area. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). Sarpy County and the City of Bellevue participate in the National Flood Insurance Program. The site is not located in a special flood hazard area. Based on the information above, this project is in compliance with Flood Insurance requirements.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.5		
Air Quality Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	☐ Yes ☑ No	According to information provided by the US Environmental Protection Agency (USEPA) Green Book Sarpy County is in attainment for National Ambient Air Quality Standards (NAAQS). Terracon submitted correspondence, on August 24, 2026 as a Solicitation of Views Request to the Nebraska Department of Water, Energy and Environment - Air Quality Program. As of the issuance of this report, a response has not yet been received. The project's county or air quality management district is in attainment status for all criteria pollutants. Based on the project description, this project includes no activities that would require

		further evaluation under the Clean Air Act. The project is in compliance with the Clean Air Act.
Coastal Zone Management Act Coastal Zone Management Act, sections 307(c) & (d)	☐ Yes ☑ No	According to the Office for Coastal Zone Management (CZM) National Oceanic and Atmospheric Administration (NOAA) the state of Nebraska does not have a Coastal Zone and does not have a Coastal Zone Management Plan. Based on the project location outside of coastal areas, this project is in compliance with the Coastal Zone Management Act.
Contamination and Toxic Substances 24 CFR 50.3(i) & 58.5(i)(2)]	☑ Yes ☐ No	Based on the Phase I Environmental Site Assessment (ESA) prepared by Terracon Consultants, Inc. dated November 12, 2024, that was produced for the site, no recognized environmental conditions (RECs), Controlled RECs (CRECs) or significant data gaps (SDGs) were identified in connection with the site. No additional investigation was warranted. Review of the database report and observations made during site reconnaissance did not identify any RECs associated with the site. Terracon reviewed the CDC National Environmental Public Health Tracking Network Radon information, which indicated that Sarpy County is 6.2 pCi/L which is above the US EPA standard of 4.0 pCi/L. The proposed action at the site is for the construction of a 5 story apartment building where the ground floor will consists of a parking garage and residential dwelling units will be on the upper 4 floors. The site structure will be tested for radon after construction is finished and before occupancy. If radon levels are detected above the USEPA action standard, mitigation will be identified and implemented as needed.
Endangered Species Act Endangered Species Act of 1973,	☐ Yes ☑ No	A USFW IPaC Official Species List was obtained and reviewed. Upon review of the IPaC list, there is one listed

particularly section 7; 50 CFR Part 402		threatened species, Piping Plover (Charadrius melodus) and two proposed listed species: Monarch Butterfly (Danaus plexippus) and Suckley's Cuckoo Bumble Bee (Bombus suckleyi) in the project area. The site consists of a single-rectangular parcel, which is approximately 1.94 acres of land. The site is currently developed with grassed land and an asphalt paved surface parking lot on the eastern portion of the site. According to the reviewed historical information, the site consisted of agricultural land from 1938 through 1950s. In the late 1960s the site appears to have been recently graded of the area and developed with a miniature golf course (Putt Putt Golf & Games) and associated building on the central and southwest portions by the mid-1970s to late 1990s. The miniature golf course and building appear to have been removed or razed in the mid-200s and the parking lot on the north and east portion appear to have been paved. The site has remained as green spaced and as a paved parking lot until present day. The adjoining properties have consisted of vacant land, agricultural cropland, residences and commercial businesses from 1938 through present day. According to the reviewed IPaC, the Piping Plover has final critical habitat established but the project site does not overlap with the critical habitat; the Monarch butterfly has proposed critical habitat for the species, but the project site does not overlap with the critical habitat and the Suckley's cuckoo bumble bee does not have any critical habitat designated for this species. The Suckley's Cuckoo Bumble Bee lives in diverse open areas including montane and subalpine meadows, grasslands, prairies, shrub-steppe and occasionally agricultural or

		urban edges. The Suckley's Cuckoo Bumble Bee is an obligate social parasite that relies on host species (primarily the western bumble bee and Nebraska bumble bee) to raise its young, its habitat must overlap with underground or sheltered nesting sites chosen by its hosts, such as abandoned rodent burrows. The Monarch Butterfly thrives in open areas like prairies, grasslands and roadsides where the milkweed plant grows. The Piping Plover live on open, sandy and gravelly shorelines across North America. The current state of the site, consists of mowed and maintained grass and asphalt paved surface parking, which is not consistent with identified habitat for the Suckle's Cuckoo Bumble Bee, the Monarch Butterfly or the Piping Plover. Based on the current state of the site and the previous use of the site as an agricultural field and a miniature golf course, the above referenced species are not suspected to occur on-site. Based upon completion of the Determination Keys on the USFWS IPaC website, the determination keys indicated that there will be No Effect. This project is in compliance with the Endangered Species Act.
Explosive and Flammable Hazards Above-Ground Tanks)[24 CFR Part 51 Subpart C	☐ Yes ☑ No	The project does not include a hazardous facility (a facility that mainly stores, handles or processes flammable or combustible chemicals). The project will not produce any explosives or flammable hazards. The project site is not near a facility that handles or process flammable or combustible chemicals such as bulk fuel storage facilities or refineries. While the proposed project is for the construction of a new residential complex, a search identified a total of 4 ASTs located within one mile of the project site, labeled as Site 1 and Site 2. Three of the

		four aboveground storage tanks (ASTs) are located on Offutt AFB at the same location (Site 1). There is a 2,000-gallon diesel tank and two 1,000-gallon diesel generator tanks. They are located approximately 2,530 feet to the south-southeast of the stie. The fourth AST is a 500-gallon propane tank located approximately 2,900 feet east-northeast of the site (Site 2). Terracon did contact the City of Bellevue Fire Department to determine if they had any records pertaining to the ASTs and they did not have any records available. Based on the proximity of the ASTs to the proposed development, Terracon utilized the HUD Acceptable Separation Distance (ASD) Assessment Tool, accessed at https://www.hudexchange.info/environmental-review/asd-calculator/, to determine whether or not the site is in compliance. Based on the calculations for the 2,000-gallon diesel tank, the ASD for thermal radiation for buildings is 69.27 feet and the ASD for thermal radiation for people is 369.16 feet; the calculations for the 1,000-gallon diesel tank the ASD for thermal radiation for buildings is 50.28 feet and the ASD for thermal radiation for people is 276.57; the calculations for the 500-gallon propane tank, the ASD for Blast Over Pressure is 174.17 feet, the thermal radiation for buildings is 36.50 feet and the thermal radiation for people is 207.20 feet. The site is approximately 2,530 feet away, from Site 1 and 2,900 feet away from Site 2; which is outside the distance for thermal radiation for buildings, thermal radiation for people and the blast over pressure. The project site is in compliance with the standards and is within an acceptable separation distance from explosives and hazards.

Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	☐ Yes ☑ No	This project does not include any activities that could potentially convert agricultural land to a non-agricultural use. The project is in compliance with the Farmland Protection Policy Act.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	☐ Yes ☑ No	According to the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map (FIRM), 31153C0093G, effective date December 2, 2005 the site is located in Zone X, which is defined as an area that is located outside of the 100 and 500-year floodplains. The project does not occur in the FFRMS Floodplain. This project is in compliance with Executive Order 11988 and 13690.
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	☐ Yes ☑ No	The National Register of Historic Places (NRHP) database, the Office of the State Archaeologist (OSA) and the Nebraska State Historical Society (NSHS) were contacted for information regarding historical resources within the identified one-mile review area. According to the letter issued by Ms. Chelsea Rose, Preservation Archaeologist with the Nebraska State Historical Society, dated July 23, 2025, The Wilshire Project was submitted to the NSHS for comment as it pertains to Section 106 of the Historic Preservation Act of 1966, as amended and implementing regulations 36 CFR Part 800. Based on the information provided, to NSHS by others, the proposed undertaking is unlikely to affect any cultural resources listed in the National Register of Historic Places or eligible for such listing. A determination that there will be no historic properties affected (NP) is appropriate for this undertaking and the project may proceed as planned. Additionally, correspondence was submitted to the necessary Tribal Resources via letter on July 31, 2025 to provide the tribes with the ability to comment on the proposed undertaking.

		Responses were not received from the contacted tribes in the requested timeframe. Based on Section 106 consultation there are No Historic Properties Affected because there are no historic properties present. The project is in compliance with Section 106.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	☐ Yes ☑ No	The proposed project will include the construction of an multi-family residential apartment building that will include 96 residential units. Additional proposed improvements include a playground on the northern portion of the site with asphalt paved surface parking, concrete walkways, and a sub-grade parking garage to an approximate depth of 15-feet and landscaped regions. According to HUD Noise Assessment Guidelines, Chapter 5, the following noise sources are required to be identified and assessed for potential adverse impacts to the proposed project: Major Roadways (10,000+ ADTs) within 1,000 feet, railroads within 3,000 feet and civil or military Airports within 15 miles. The following airport is located within 15 miles of the proposed project site: Eppley Airfield is located 10 miles to the north-northeast of the site. According to the 2020 data from the US Department of Transportation (DOT), the site is located below the 45 dBA noise level. Additionally the site is located approximately one mile from Offutt Air Force Base's runway (south). Using the day night average sound level (DNL) to produce noise exposure levels from aircraft operations, a map of noise contours surrouding Offutt AFB produced by the USAF in 2015 shows the site is outside of the lowest decibel level of 65 dB. The nearest railroad is over 3,000 feet from the site, and therefore; does not require further evaluation as outlined in the procedures

		found in the HUD Noise Assessment Guidelines. The nearest roadway is Harlan Drive, which is located approximately 355 feet to the south of the proposed apartment building and 655 feet to the south of the outdoor playground common area. Terracon reviewed the Nebraska Department of Transportation Average Annual Daily Traffic Counts information, accessed at https://gis.ne.gov/portal/apps/experiencebuilder/experience/?id=0c2801cfc8884cdb8a76269b5f9e21f1 for the AADT for Harlan Drive. There were no measurements in the immediate vicinity of the property and Harlan Drive, but there were measurements to the west of the property. Terracon utilized these readings to conduct the noise calculations. Terracon completed Day/Night Noise Level Calculations utilizing the HUD DNL Calculator accessed at https://www.hudexchange.info/programs/environmental-review/dnl-calculator/. The 2026 calculations for the building and playground area, were at 58 dB and 54dB respectively. The 10-year projection for the noise levels were at 59 dB and 55 dB. Based on the above review, the project is in compliance with HUD's Noise regulation.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	☐ Yes ☑ No	According to the US EPA Sole Source Aquifer Map, the proposed site is not located on a designated Sole Source Aquifer. Based on the project description, the project consists of activities that are unlikely to have an adverse impact on groundwater resources. The project is in compliance with Sole Source Aquifer requirements.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	☐ Yes ☑ No	According to the National Wetlands Inventory Mapper accessed at https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/, there are no wetlands identified on the project

		site. Based on review of topographic maps and site observations no indications of surface water or saturated areas were noted on the site property. Based on the reviewed information, impacts to on or off-site wetlands are not anticipated and the project is in compliance with Executive order 11990.
Wild and Scenic Rivers Act Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	☐ Yes ☑ No	According to the Federal Wild & Scenic Rivers and National Rivers Inventory maps, no designated rivers are located in the vicinity of the project site. Therefore, no impact to these resources is anticipated from the proposed project. According to the reviewed data the nearest Nationwide River is the Missouri Wild and Scenic River and it is located approximately 124 miles to the northwest of the site. This project is not within proximity of a NWSRS river. The project is in compliance with the Wild and Scenic Rivers Act.
HUD HOUSING ENVIRONMENTAL STANDARDS		

Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 &1508.27]

Impact Codes: An impact code from the following list has been used to make the determination of impact for each factor.
(1) Minor beneficial impact
(2) No impact anticipated
(3) Minor Adverse Impact – May require mitigation
(4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement.

Environmental Assessment Factor	Impact Code	Impact Evaluation	Mitigation
LAND DEVELOPMENT			
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	2	According to the City of Bellevue Zoning Map, accessed at https://gis.sarpy.gov/datasets/Sarpy::zoning-districts-sarpy-county-ne/explore?location=41.094300%2C-96.091650%2C11, the property is zoned RG-8, General Residence - 800 Square feet, which is high density General Residential district used within municipal zoning jurisdictions inside Sarpy County. The zoning designation is designed for very high density residential uses, multi-story apartments and compatible community services. The permitted uses include multi-family housing, senior housing, single-unit housing, medical centers/hospitals, parks and local recreational spaces. The proposed project does not propose a change in use and is consistent with current zoning; therefore, no impacts are expected.	
Soil Suitability / Slope/ Erosion / Drainage and Storm Water Runoff	2	Soil types found at the project site soil types found at the project site consists of Urban land-Udarents complex, 0 to 16 percent slopes (9711). According to the NRCS Web Soil Survey, soil suitability for dwellings without basements is largely designated as limited. The site will be prepared for construction using appropriate techniques. The sites' plans are consistent with the sites' slope and soils and is not expected to have an adverse impact.	
Hazards and Nuisances including Site Safety and Site-Generated Noise	2	Based on Terracon's site visit, no hazards were observed and are not anticipated to exist post construction. Minor increase in noise during construction activities is anticipated. All construction activities will be restricted to daylight hours, in an effort to minimize potential impact to surrounding neighbors. It is anticipated to be within the noise threshold of 65dB set forth in Title 24 CFR 51 Subpart B. During construction, access to the site areas that are being worked on,	

Environmental Assessment Factor	Impact Code	Impact Evaluation	Mitigation
		will be limited to workers to avoid unsafe scenarios.	
SOCIOECONOMIC			
Employment and Income Patterns	2	The proposed project is not anticipated to affect the employment and income patterns of the area. Temporary beneficial impacts may result with an increase of skilled and unskilled labor opportunities during construction.	
Demographic Character Changes / Displacement	2	The demographics of the site and surrounding area are not anticipated to change with the construction of the proposed project. The site is currently structurally vacant grassed land with a parking lot along the eastern portion of the site. The development of the project would benefit the community by improving rental opportunities for the lower income homes located within the community. No displacement will occur as a result of the project.	
COMMUNITY FACILITIES AND SERVICES			
Educational and Cultural Facilities (Access and Capacity)	2	The project area is serviced by Bellevue West High School (1.79 miles to the northwest), Mission Middle School (4,830 to the southeast), and Belleaire Elementary (1,690 feet to the southeast). According to the Bellevue Public School 2025 Annual Report, accessed at www.bellevuepublicschools.org, the potential for increased enrollments at the above referenced schools can be accommodated by the current infrastructure. In November 2021 all Bellevue Public Schools Elementary, Middle and High Schools were designated by the Nebraska State Board of Education as Purple Star Schools. Signed into law in 2021, the Purple Star Schools Act recognizes schools committing to support the unique needs of military involved schools and families. The City of Bellevue is proud of their partnership with Offutt Air Force Base and their commitment to supporting needs of over 2,400 military connected students across the district. Given the City of Bellevue's proximity to Offutt Air Force Base is uniquely qualified to handle a fluctuating enrollment due to the transient	

Environmental Assessment Factor	Impact Code	Impact Evaluation	Mitigation
		nature of military service. Additionally, the Bellevue Public School District has a 4 year graduation rate of 91% with an average elementary class size of 21.6 students, average middle school class size of 22.5 students and average high school size of 21.5 students and an overall student to teacher ration of 15 to 1. The project will not negatively impact enrollment in educational and cultural facilities in the vicinity.	
Commercial Facilities (Access and Proximity)	2	There are numerous discount stores, retail shops and eateries within two miles of the project area. The project will have no impact on existing or future commercial facilities in the area.	
Health Care / Social Services (Access and Capacity)	2	There are numerous healthcare and social services facilities available in the City of Bellevue and the surrounding region. The Nebraska Medicine Bellevue Health Center hospital complex offering several family and senior support services is located approximately 1.77 miles to the southwest of the site. Significant impacts on health care and social services in the area are not anticipated from the proposed project.	
Solid Waste Disposal and Recycling (Feasibility and Capacity)	2	The general contractor for the construction activities installation is responsible for arranging for a licensed waste contractor to provide roll-off dumpsters for collection of the generated waste from the proposed project activities and disposal of the generated waste will be in accordance with local, state and federal regulations. Once complete, solid waste from the on-site dumpster will be collected by one of the private contractors in the area, Papillion Sanitation and Recycling Services, Waste Management or Abe's Trash post construction. It is not anticipated this will have a significant impact on the solid waste disposal and recycling facilities in the vicinity.	
Waste Water and Sanitary Sewers (Feasibility and Capacity)	2	The project is expected to be connected to the City's sanitary sewer system. The project will not have an impact on existing wastewater and sanitary sewer facilities in the area as the surrounding properties are already currently developed with multi-family apartment buildings,	

Environmental Assessment Factor	Impact Code	Impact Evaluation	Mitigation
		senior housing and commercial structures. The proposed project is not suspected to have an impact on the existing wastewater and sanitary sewer facilities in the area.	
Water Supply (Feasibility and Capacity)	2	Drinking water is provided by the Metropolitan Utilities District. The 2025 Water Quality report indicates that the City of Bellevue obtains water from the Missouri and Platte Rivers. The sources are categorized as surface water (Missouri River), groundwater under-the-direct influence of surface (Platte River) and groundwater. Water is pumped from intakes and wells maintained by the District. According to the reviewed Water Quality Report, none of the pollutants tested for were above EPA limits. The proposed project will result in an expansion of services that would necessitate an increase in water usage beyond the current use, but is accounted for in the growth of the area.	
Public Safety - Police, Fire and Emergency Medical	2	The project area is serviced by the Bellevue Police Department and Bellevue Fire Department. The nearest police station is located approximately 250 feet to the northeast and the nearest fire department is located approximately 1.0 mile to the southeast. The nearest hospital is within 1.77 miles to the southwest of the project site. The review of AreaVibes.com reports that the City of Bellevue has a livability score of 88/100 which is considered exceptional and has crime rates that are 33% lower than the Nebraska average. However, the proposed construction will have controlled access and is in a favorable location within the city resulting in less crime when compared to the overall city. The growth and influx of residents with the proposal structure is not suspected to overwhelm or adversely affect the Bellevue public safety departments. The project is not anticipated to result in an increased demand to public safety services.	
Parks, Open Space and Recreation	2	There are several parks within 1-mile of the project site, including Freeman Park, Everett Park Splash Pad, Everett Park and Gemini Park are	

Environmental Assessment Factor	Impact Code	Impact Evaluation	Mitigation
(Access and Capacity)		located to the northwest, east and southeast of the site. No adverse impacts are expected as a result of the proposed project.	
Transportation and Accessibility (Access and Capacity)	2	Public transportation in the City of Bellevue is primarily provided through regional connections via Metro Transit and specialized door to door transit program. Metro Transit is responsible for the operation of fixed route bus transportation and a No Frills Park & Ride. The No Frills Park and Ride is located in the parking lot on the eastern adjoining property. Occupants of the site can utilize the park and ride feature to then pick up the bus route portion of the Metro Transit. While the proposed development does represent the potential for an increase in the usage of the provided services, no adverse impacts are expected as a result of the proposed project.	
NATURAL FEATURES			
Unique Natural Features /Water Resources	2	The site does not support any unique or natural features. Additionally, review of the appropriate maps, including the USFWS Wetlands Mapper, Wild and Scenic River and Nationwide Rivers Inventory maps indicated that no wetlands or other rivers are located on-site, immediately adjacent to or in the vicinity of the site.	
Vegetation / Wildlife (Introduction, Modification, Removal, Disruption, etc.)	2	The site is currently used as structurally vacant grassed land with an asphalt paved surface parking lot on the eastern portion of the site. The grassed land likely supports commonly occurring wildlife such as small rodents, bird species, and reptiles. These species will likely relocate to adjoining undeveloped areas. No impacts to vegetation or wildlife is expected.	
Other Factors 1			
Other Factors 2			
ENERGY			
Energy Efficiency	2	According to the letter dated August 26, 2025 from Alley Poyner Macchietto Architecture Incorporated (APMA), Great Lakes Capital Development will include the following required design and green standards for the site: the roof and siding of all buildings exceed the relevant	

Environmental Assessment Factor	Impact Code	Impact Evaluation	Mitigation
		standards set by the American Society for Testing and Material (ASTM), all windows will have a minimum R--value of 2.86 or maximum U-value of .35 and all installed appliance will be Energy Star (R) rated or better. Additionally, the development will be constructed in compliance with the applicable local energy conservation code, or if no such code is applicable then in accordance with the 2018 International Energy Conservation Code or the most recent code adopted by the State of Nebraska. The site structure will also be constructed in compliance with the Local Codes or Uniform Building Code, International Residential Building Code, National Building Code Standard Code of Council of American Official on or two family code or minimum property standards at 24 CFR 200.925 (for multi-family) or 200.926 (for or two unit dwellings). Upon completion of the site structure and prior to occupancy, written verification will be provided to NIFA. The proposed project will result in additional connections to the existing power grid, that would necessitate an increase in electrical usage in the area beyond the current use; but by utilizing the measures described above the developer intends to off set such increases.	

Supporting documentation

Soil Report(2).pdf
Public Safety Map.pdf
Hospital Public Safety Map.pdf
Bellevue Public Schools Map(1).pdf
AreaVibes information.pdf
Zoning Map.pdf
Energy Efficiency Letter.pdf
2025 Water Quality Report.pdf

Additional Studies Performed:

Phase I Environmental Site Assessment, produced by Terracon and dated November 12, 2024; Appraisal of Wilshire Apartments Site, produced by Kinetic Valuation Group,

Inc dated June 10, 2025; Market Study of Wilshire Apartments produced by Kinetic Valuation Group, dated May 1, 2026

Great Lakes Capital Wilshire Apts Bellevue Mkt St Update 050126.pdf
Great Lakes Capital Wilshier Apts Bellevue Land Apprs.pdf

Field Inspection [Optional]: Date and completed by:
Andrew H. Mildenberger 11/1/2024 12:00:00 AM

05247710R01 - Photo log.pdf

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]:
SOURCES US Fish Wildlife Service Coastal Barrier System Map https://www.fws.gov/program/coastal-barrier-resources-act/maps-and-data Federal Emergency Management Agency Flood Insurance Rate Map Mapper https://msc.fema.gov/portal/home National Oceanic and Atmospheric Administration (NOAA) Coastal Zone Management Programs https://coast.noaa.gov/czm/mystate/ US Fish Wildlife Service Information for Planning and Consultation (IPaC) https://ecos.fws.gov/ipac/ Natural Resource Conservation Service Web Soil Survey https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm State Historical Society of Nebraska; Environmental Protection Agency Sole Source Aquifer Map https://epa.maps.arcgis.com/apps/webappviewer/index.html?id=9ebb047ba3ec41ada1877155fe31356b US Fish and Wildlife Service National Wetland Inventory Map https://www.fws.gov/wetlands/data/mapper.html National Wild and Scenic River System Map https://www.rivers.gov/index.php National Rivers Inventory https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm City of Bellevue Zoning Map https://gis.sarpy.gov/datasets/Sarpy::zoning-districts-sarpy-county-ne/explore?location=41.094300%2C-96.091650%2C11 Area Vibes - https://www.areavibes.com Metro Transit - https://www.ometro.com/ US Army Corps of Engineers - Nebraska United States Department of the Interior Fish and Wildlife Service

List of Permits Obtained:
All applicable permits will be obtained by the construction contractor prior to construction of the proposed structure.

Public Outreach [24 CFR 58.43]:
Request for Release of Funds/Finding of No Significant Impact public notices will be published at a later date.

Cumulative Impact Analysis [24 CFR 58.32]:

The Environmental Assessment indicates that the proposed activities for this project will have no significant adverse cumulative impacts on the quality of the natural environment. The proposed project will result in an increase of overall impervious surfaces at the project site and will include an increase in urban density. While the future residents will most likely be a result of the sites proximity to Offutt Air Force Base and be short-term/transient in nature, there will still be an increase in density of occupants in one building. Additionally, there will be an increase in stormwater runoff due to the increase in impervious surfaces. This development is in alignment with the overall growth of the City of Bellevue and Sarpy County, so allowances for such increase to the stormwater system and has made plans to accommodate this increase.

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]

Project actions were compared to alternatives with respect to project locations and the effect of taking "no action". At this time, no other alternatives were considered for this project.

No Action Alternative [24 CFR 58.40(e)]

The No Action alternative would be not to proceed with construction activities. The no action alternative was considered and dismissed because it does not meet the needs of the community

Summary of Findings and Conclusions:

Based on the nature of the project (residential development of a vacant lot) the impacts to the environment are not expected to be substantial. Benefits of the project to are expected to be significant to the members of the community and City of Bellevue.

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Mitigation Plan	Complete
Contamination and Toxic Substances	No RECs or CRECs were identified at the site. Therefore no mitigation is needed to address these items. The proposed development of the site is to include the construction of a 5-story apartment building with a parking garage on the ground floor and residences above. The site structure will be tested for radon after construction and prior to occupancy.	N/A	Post Construction Radon Sampling	

Project Mitigation Plan

Post construction radon sampling is to be conducted

Supporting documentation on completed measures

APPENDIX A: Related Federal Laws and Authorities

Airport Hazards

General policy	Legislation	Regulation
It is HUD's policy to apply standards to prevent incompatible development around civil airports and military airfields.		24 CFR Part 51 Subpart D

1. To ensure compatible land use development, you must determine your site's proximity to civil and military airports. Is your project within 15,000 feet of a military airport or 2,500 feet of a civilian airport?

No

✓ **Yes**

2. Is your project located within a Runway Protection Zone/Clear Zone (RPZ/CZ) or Accident Potential Zone (APZ) ?

Yes, project is in an APZ

Yes, project is an RPZ/CZ

✓ No, project is not within an APZ or RPZ/CZ

Based on the response, the review is in compliance with this section. Document and upload the map showing that the site is not within either zone below.

Screen Summary

Compliance Determination

According to the Federal Aviation Administration Circle Search results, the project is located within 15,000 feet of Offut Air Force Base (AFB). However, it is not located in the Clear Zone (CA), Accident Potential Zone 1 (APZ1) or APZ II. The project is not located within 2,500 feet of a civil airport. The project is in compliance with Airport Hazards requirements.

Supporting documentation

Airport Hazards.pdf
Offutt-AFB-JLUS-Implementation-Executive-Summary.pdf
Offutt AFB APZs.pdf
Building Height Restrictiosn from Airport Zones.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Coastal Barrier Resources

General requirements	Legislation	Regulation
HUD financial assistance may not be used for most activities in units of the Coastal Barrier Resources System (CBRS). See 16 USC 3504 for limitations on federal expenditures affecting the CBRS.	Coastal Barrier Resources Act (CBRA) of 1982, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC 3501)	

This project is located in a state that does not contain CBRA units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.

Compliance Determination

This project is located in a state that does not contain CBRS units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.

Supporting documentation

Coastal Barrier Resources.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Flood Insurance

General requirements	Legislation	Regulation
Certain types of federal financial assistance may not be used in floodplains unless the community participates in National Flood Insurance Program and flood insurance is both obtained and maintained.	Flood Disaster Protection Act of 1973 as amended (42 USC 4001-4128)	24 CFR 50.4(b)(1) and 24 CFR 58.6(a) and (b); 24 CFR 55.1(b).

1. Does this project involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property?

No. This project does not require flood insurance or is excepted from flood insurance.

✓ Yes

2. Upload a FEMA/FIRM map showing the site here:

FEMA Map.pdf

The Federal Emergency Management Agency (FEMA) designates floodplains. The FEMA Map Service Center provides this information in the form of FEMA Flood Insurance Rate Maps (FIRMs). For projects in areas not mapped by FEMA, use the best available information to determine floodplain information. Include documentation, including a discussion of why this is the best available information for the site. Provide FEMA/FIRM floodplain zone designation, panel number, and date within your documentation.

Is the structure, part of the structure, or insurable property located in a FEMA-designated Special Flood Hazard Area?

✓ No

Based on the response, the review is in compliance with this section.

Yes

4. While flood insurance is not mandatory for this project, HUD strongly recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). Will flood insurance be required as a mitigation measure or condition?

Yes

✓ No

Screen Summary

Compliance Determination

Based on National Flood Hazard Layer map obtained from the Federal Emergency Management Agency's (FEMA) website the project site is located on FEMA FIRM 31153C0093G, effective date December 2, 2005 and is located not in Zone X. Zone X is defined as an area of minimal flood hazard and is located outside of the 100 and 500 year flood plain. The structure or insurable property is not located in a FEMA-designated Special Flood Hazard Area. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). Sarpy County and the City of Bellevue participate in the National Flood Insurance Program. The site is not located in a special flood hazard area. Based on the information above, this project is in compliance with Flood Insurance requirements.

Supporting documentation

National Flood Insurance - Participating Communities.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Air Quality

General requirements	Legislation	Regulation
The Clean Air Act is administered by the U.S. Environmental Protection Agency (EPA), which sets national standards on ambient pollutants. In addition, the Clean Air Act is administered by States, which must develop State Implementation Plans (SIPs) to regulate their state air quality. Projects funded by HUD must demonstrate that they conform to the appropriate SIP.	Clean Air Act (42 USC 7401 et seq.) as amended particularly Section 176(c) and (d) (42 USC 7506(c) and (d))	40 CFR Parts 6, 51 and 93

1. Does your project include new construction or conversion of land use facilitating the development of public, commercial, or industrial facilities OR five or more dwelling units?

✓ Yes

No

Air Quality Attainment Status of Project's County or Air Quality Management District

2. Is your project's air quality management district or county in non-attainment or maintenance status for any criteria pollutants?

✓ No, project's county or air quality management district is in attainment status for all criteria pollutants.

Yes, project's management district or county is in non-attainment or maintenance status for the following criteria pollutants (check all that apply):

Screen Summary

Compliance Determination

According to information provided by the US Environmental Protection Agency (USEPA) Green Book Sarpy County is in attainment for National Ambient Air Quality Standards (NAAQS). Terracon submitted correspondence, on August 24, 2026 as a Solicitation of Views Request to the Nebraska Department of Water, Energy and Environment - Air Quality Program. As of the issuance of this report, a response has not yet been received. The project's county or air quality management district is in

attainment status for all criteria pollutants. Based on the project description, this project includes no activities that would require further evaluation under the Clean Air Act. The project is in compliance with the Clean Air Act.

Supporting documentation
US EPA Green Book Nonattainment Levels.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Coastal Zone Management Act

General requirements	Legislation	Regulation
Federal assistance to applicant agencies for activities affecting any coastal use or resource is granted only when such activities are consistent with federally approved State Coastal Zone Management Act Plans.	Coastal Zone Management Act (16 USC 1451-1464), particularly section 307(c) and (d) (16 USC 1456(c) and (d))	15 CFR Part 930

This project is located in a state that does not participate in the Coastal Zone Management Program. Therefore, this project is in compliance with the Coastal Zone Management Act.

Screen Summary

Compliance Determination

According to the Office for Coastal Zone Management (CZM) National Oceanic and Atmospheric Administration (NOAA) the state of Nebraska does not have a Coastal Zone and does not have a Coastal Zone Management Plan. Based on the project location outside of coastal areas, this project is in compliance with the Coastal Zone Management Act.

Supporting documentation

CZM Map.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Contamination and Toxic Substances

General Requirements	Legislation	Regulations
It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of the occupants or conflict with the intended utilization of the property.		24 CFR 58.5(i)(2) 24 CFR 50.3(i)
Reference		
https://www.onecpd.info/environmental-review/site-contamination		

1. How was site contamination evaluated?* Select all that apply.

ASTM Phase I ESA

ASTM Phase II ESA

Remediation or clean-up plan

ASTM Vapor Encroachment Screening.

None of the above

* HUD regulations at 24 CFR § 58.5(i)(2)(ii) require that the environmental review for multifamily housing with five or more dwelling units or non-residential property include the evaluation of previous uses of the site or other evidence of contamination on or near the site.
For acquisition and new construction of multifamily and nonresidential properties HUD strongly advises the review include an ASTM Phase I Environmental Site Assessment (ESA) to meet real estate transaction standards of due diligence and to help ensure compliance with HUD's toxic policy at 24 CFR §58.5(i) and 24 CFR §50.3(i). Also note that some HUD programs require an ASTM Phase I ESA.

2. Were any on-site or nearby toxic, hazardous, or radioactive substances* (excluding radon) found that could affect the health and safety of project occupants or conflict with the intended use of the property? (Were any recognized environmental conditions or RECs identified in a Phase I ESA and confirmed in a Phase II ESA?)

Provide a map or other documentation of absence or presence of contamination** and explain evaluation of site contamination in the Screen Summary at the bottom of this screen.

✓ No

Explain:

Based on the Phase I Environmental Site Assessment (ESA) prepared by Terracon Consultants, Inc. dated November 12, 2024, that was produced for the site, no recognized environmental conditions (RECs), Controlled RECs (CRECs) or significant data gaps (SDGs) were identified in connection with the site.

Yes

* This question covers the presence of radioactive substances excluding radon. Radon is addressed in the Radon Exempt Question.
** Utilize EPA's Enviromapper, NEPAssist, or state/tribal databases to identify nearby dumps, junk yards, landfills, hazardous waste sites, and industrial sites, including EPA National Priorities List Sites (Superfund sites), CERCLA or state-equivalent sites, RCRA Corrective Action sites with release(s) or suspected release(s) requiring clean-up action and/or further investigation. Additional supporting documentation may include other inspections and reports.

3. Evaluate the building(s) for radon. Do all buildings meet any of the exemptions* from having to consider radon in the contamination analysis listed in CPD Notice CPD-23-103?

Yes

Explain:

✓ No

* Notes:
- Buildings with no enclosed areas having ground contact.
- Buildings containing crawlspaces, utility tunnels, or parking garages would not be exempt, however buildings built on piers would be exempt, provided that there is open air between the lowest floor of the building and the ground.
- Buildings that are not residential and will not be occupied for more than 4 hours per day.
- Buildings with existing radon mitigation systems - document radon levels are below 4 pCi/L with test results dated within two years of submitting the application for HUD assistance and document the system includes an ongoing maintenance plan that includes periodic testing to ensure the system continues to meet the current EPA recommended levels. If the project does not require an application, document test results dated within two years of the date the environmental review is certified. Refer to program office guidance to ensure compliance with program requirements.
- Buildings tested within five years of the submission of application for HUD assistance: test results document indoor radon levels are below current the EPA's recommended action

levels of 4.0 pCi/L. For buildings with test data older than five years, any new environmental review must include a consideration of radon using one of the methods in Section A below.

4. Is the proposed project new construction or substantial rehabilitation where testing will be conducted but cannot yet occur because building construction has not been completed?

✓ Yes

Compliance with this section is conditioned on post-construction testing being conducted, followed by mitigation, if needed. Radon test results, along with any needed mitigation plan, must be uploaded to the mitigation section within this screen.

No

8. Mitigation

Document the mitigation needed according to the requirements of the appropriate federal, state, tribal, or local oversight agency. If the adverse environmental impacts cannot be mitigated, then HUD assistance may not be used for the project at this site.

For instances where radon mitigation is required (i.e. where test results demonstrated radon levels at 4.0 pCi/L and above), then you must include a radon mitigation plan*.

Can all adverse environmental impacts be mitigated?

No, all adverse environmental impacts cannot feasibly be mitigated. Project cannot proceed at this location.

✓ Yes, all adverse environmental impacts can be eliminated through mitigation, and/or consideration of radon and radon mitigation, if needed, will occur following construction.
Provide all mitigation requirements** and documents in the Screen Summary at the bottom of this screen.

* Refer to CPD Notice CPD-23-103 for additional information on radon mitigation plans.
** Mitigation requirements include all clean-up requirements required by applicable federal, state, tribal, or local law. Additionally, please upload, as applicable, the long-term operations and maintenance plan, Remedial Action Work Plan, and other equivalent documents.

9. Describe how compliance was achieved. Include any of the following that apply: State Voluntary Clean-up Program, a No Further Action letter, use of engineering controls*, or use of institutional controls.**

No RECs or CRECs were identified at the site. Therefore no mitigation is needed to address these items. The proposed development of the site is to include the construction of a 5-story apartment building with a parking garage on the ground floor and residences above. The site structure will be tested for radon after construction and prior to occupancy.

If a remediation plan or clean-up program was necessary, which standard does it follow?

Complete removal

Risk-based corrective action (RBCA)

Other

* Engineering controls are any physical mechanism used to contain or stabilize contamination or ensure the effectiveness of a remedial action. Engineering controls may include, caps, covers, dikes, trenches, leachate collection systems, radon mitigation systems, signs, fences, physical access controls, ground water monitoring systems and ground water containment systems including, slurry walls and ground water pumping systems.
** Institutional controls are mechanisms used to limit human activities at or near a contaminated site, or to ensure the effectiveness of the remedial action over time, when contaminants remain at a site at levels above the applicable remediation standard which would allow for unrestricted use of the property. Institutional controls may include structure, land, and natural resource use restrictions, well restriction areas, classification exception areas, deed notices, and declarations of environmental restrictions.

Screen Summary

Compliance Determination

Based on the Phase I Environmental Site Assessment (ESA) prepared by Terracon Consultants, Inc. dated November 12, 2024, that was produced for the site, no recognized environmental conditions (RECs), Controlled RECs (CRECs) or significant data gaps (SDGs) were identified in connection with the site. No additional investigation was warranted. Review of the database report and observations made during site reconnaissance did not identify any RECs associated with the site. Terracon reviewed the CDC National Environmental Public Health Tracking Network Radon information, which indicated that Sarpy County is 6.2 pCi/L which is above the US EPA standard of 4.0 pCi/L. The proposed action at the site is for the construction of

a 5 story apartment building where the ground floor will consists of a parking garage and residential dwelling units will be on the upper 4 floors. The site structure will be tested for radon after construction is finished and before occupancy. If radon levels are detected above the USEPA action standard, mitigation will be identified and implemented as needed.

Supporting documentation

05247710R01 1724 WIlshire Drive Phase I ESA Standard Report - signed.pdf
Radon Map.pdf

Are formal compliance steps or mitigation required?

✓ Yes

No

Endangered Species

General requirements	ESA Legislation	Regulations
Section 7 of the Endangered Species Act (ESA) mandates that federal agencies ensure that actions that they authorize, fund, or carry out shall not jeopardize the continued existence of federally listed plants and animals or result in the adverse modification or destruction of designated critical habitat. Where their actions may affect resources protected by the ESA, agencies must consult with the Fish and Wildlife Service and/or the National Marine Fisheries Service ("FWS" and "NMFS" or "the Services").	The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*); particularly section 7 (16 USC 1536).	50 CFR Part 402

1. Does the project involve any activities that have the potential to affect specifies or habitats?

No, the project will have No Effect due to the nature of the activities involved in the project.

No, the project will have No Effect based on a letter of understanding, memorandum of agreement, programmatic agreement, or checklist provided by local HUD office

✓ Yes, the activities involved in the project have the potential to affect species and/or habitats.

2. Are federally listed species or designated critical habitats present in the action area?

No, the project will have No Effect due to the absence of federally listed species and designated critical habitat

✓ Yes, there are federally listed species or designated critical habitats present in the action area.

3. What effects, if any, will your project have on federally listed species or designated critical habitat?

✓ No Effect: Based on the specifics of both the project and any federally listed species in the action area, you have determined that the project will have absolutely no effect on listed species or critical habitat. in the action area.

Document and upload all documents used to make your determination below. Documentation should include a species list and explanation of your conclusion, and may require maps, photographs, and surveys as appropriate

May Affect, Not Likely to Adversely Affect: Any effects that the project may have on federally listed species or critical habitats would be beneficial, discountable, or insignificant.

Likely to Adversely Affect: The project may have negative effects on one or more listed species or critical habitat.

6. For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the exact measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation. This information will be automatically included in the Mitigation summary for the environmental review. If negative effects cannot be mitigated, cancel the project using the button at the bottom of this screen.

Mitigation as follows will be implemented:

✓ No mitigation is necessary.

Explain why mitigation will not be made here:

Terracon utilized the Determination Keys on the USFWS IPaC website and the determination keys indicated that there will be No Effect.

Screen Summary
Compliance Determination

A USFW IPaC Official Species List was obtained and reviewed. Upon review of the IPaC list, there is one listed threatened species, Piping Plover (Charadrius melodus) and two proposed listed species: Monarch Butterfly (Danaus plexippus) and Suckley's Cuckoo Bumble Bee (Bombus suckleyi) in the project area. The site consists of a single-rectangular parcel, which is approximately 1.94 acres of land. The site is currently developed with grassed land and an asphalt paved surface parking lot on the eastern portion of the site. According to the reviewed historical information, the site consisted of agricultural land from 1938 through 1950s. In the late 1960s the site appears to have been recently graded of the area and developed with a miniature golf course (Putt Putt Golf & Games) and associated building on the central and southwest portions by the mid-1970s to late 1990s. The miniature golf course and building appear to have been removed or razed in the mid-200s and the parking lot on the north and east portion appear to have been paved. The site has remained as green spaced and as a paved parking lot until present day. The adjoining properties have consisted of vacant land, agricultural cropland, residences and commercial businesses from 1938 through present day. According to the reviewed IPaC, the Piping Plover has final critical habitat established but the project site does not overlap with the critical habitat; the Monarch butterfly has proposed critical habitat for the species, but the project site does not overlap with the critical habitat and the Suckley's cuckoo bumble bee does not have any critical habitat designated for this species. The Suckley's Cuckoo Bumble Bee lives in diverse open areas including montane and subalpine meadows, grasslands, prairies, shrub-steppe and occasionally agricultural or urban edges. The Suckley's Cuckoo Bumble Bee is an obligate social parasite that relies on host species (primarily the western bumble bee and Nebraska bumble bee) to raise its young, its habitat must overlap with underground or sheltered nesting sites chosen by its hosts, such as abandoned rodent burrows. The Monarch Butterfly thrives in open areas like prairies, grasslands and roadsides where the milkweed plant grows. The Piping Plover live on open, sandy and gravelly shorelines across North America. The current state of the site, consists of mowed and maintained grass and asphalt paved surface parking, which is not consistent with identified habitat for the Suckle's Cuckoo Bumble Bee, the Monarch Butterfly or the Piping Plover. Based on the current state of the site and the previous use of the site as an agricultural field and a miniature golf course, the above referenced species are not suspected to occur on-site. Based upon completion of the Determination Keys on the USFWS IPaC website, the determination keys indicated that there will be No Effect. This project is in compliance with the Endangered Species Act.

Supporting documentation

Species List_ Nebraska Ecological Services Field Office (1).pdf
20260905_NE_TA_NE_Statewide.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Explosive and Flammable Hazards

General requirements	Legislation	Regulation
HUD-assisted projects must meet Acceptable Separation Distance (ASD) requirements to protect them from explosive and flammable hazards.	N/A	24 CFR Part 51 Subpart C

1. Is the proposed HUD-assisted project itself the development of a hazardous facility (a facility that mainly stores, handles or processes flammable or combustible chemicals such as bulk fuel storage facilities and refineries)?

✓ No

Yes

2. Does this project include any of the following activities: development, construction, rehabilitation that will increase residential densities, or conversion?

No

✓ Yes

3. Within 1 mile of the project site, are there any current or planned stationary aboveground storage containers that are covered by 24 CFR 51C? Containers that are NOT covered under the regulation include:

- **Containers 100 gallons or less in capacity, containing common liquid industrial fuels OR**
- **Containers of liquified petroleum gas (LPG) or propane with a water volume capacity of 1,000 gallons or less that meet the requirements of the 2017 or later version of National Fire Protection Association (NFPA) Code 58.**

If all containers within the search area fit the above criteria, answer "No." For any other type of aboveground storage container within the search area that holds one of the flammable or explosive materials listed in Appendix I of 24 CFR part 51 subpart C, answer "Yes."

No

✓ Yes

4. Based on the analysis, is the proposed HUD-assisted project located at or beyond the required separation distance from all covered tanks?

✓ Yes

Based on the response, the review is in compliance with this section.

No

Screen Summary

Compliance Determination

The project does not include a hazardous facility (a facility that mainly stores, handles or processes flammable or combustible chemicals). The project will not produce any explosives or flammable hazards. The project site is not near a facility that handles or process flammable or combustible chemicals such as bulk fuel storage facilities or refineries. While the proposed project is for the construction of a new residential complex, a search identified a total of 4 ASTs located within one mile of the project site, labeled as Site 1 and Site 2. Three of the four aboveground storage tanks (ASTs) are located on Offutt AFB at the same location (Site 1). There is a 2,000-gallon diesel tank and two 1,000-gallon diesel generator tanks. They are located approximately 2,530 feet to the south-southeast of the stie. The fourth AST is a 500-gallon propane tank located approximately 2,900 feet east-northeast of the site (Site 2). Terracon did contact the City of Bellevue Fire Department to determine if they had any records pertaining to the ASTs and they did not have any records available. Based on the proximity of the ASTs to the proposed development, Terracon utilized the HUD Acceptable Separation Distance (ASD) Assessment Tool, accessed at https://www.hudexchange.info/environmental-review/asd-calculator/, to determine whether or not the site is in compliance. Based on the calculations for the 2,000-gallon diesel tank, the ASD for thermal radiation for buildings is 69.27 feet and the ASD for thermal radiation for people is 369.16 feet; the calculations for the 1,000-gallon diesel tank the ASD for thermal radiation for buildings is 50.28 feet and the ASD for thermal radiation for people is 276.57; the calculations for the 500-gallon propane tank, the ASD for Blast Over Pressure is 174.17 feet, the thermal radiation for buildings is 36.50 feet and the thermal radiation for people is 207.20 feet. The site is approximately 2,530 feet away, from Site 1 and 2,900 feet away from Site 2; which is outside the distance for thermal radiation for buildings, thermal radiation for people and the blast over pressure. The project site is in compliance with the standards and is within an acceptable separation distance from explosives and hazards.

Supporting documentation

Explosivies and Hazards.pdf
2000 gallon AST ASD Calculator.pdf
1000 gallon AST ASD Calculator.pdf
500 gallon AST ASD Calculator.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Farmlands Protection

General requirements	Legislation	Regulation
The Farmland Protection Policy Act (FPPA) discourages federal activities that would convert farmland to nonagricultural purposes.	Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.)	7 CFR Part 658

1. Does your project include any activities, including new construction, acquisition of undeveloped land or conversion, that could convert agricultural land to a non-agricultural use?

Yes

✓ No

If your project includes new construction, acquisition of undeveloped land or conversion, explain how you determined that agricultural land would not be converted:

According to the NRCS Web Soil Survey, the soil type found at the project site consists of Urban land-Udarents complex (9711). The Urban land-Udarents complex, 0 to 16 percent slopes (9711) is identified as not prime farmland. Based on information reviewed for this checklist, the project is in compliance with the Farmland Protection Policy Act.

Based on the response, the review is in compliance with this section. Document and upload all documents used to make your determination below.

Screen Summary

Compliance Determination

This project does not include any activities that could potentially convert agricultural land to a non-agricultural use. The project is in compliance with the Farmland Protection Policy Act.

Supporting documentation

Soil Report - Farmland Classification.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Floodplain Management

General Requirements	Legislation	Regulation
Executive Order 11988, Floodplain Management, requires Federal activities to avoid impacts to floodplains and to avoid direct and indirect support of floodplain development to the extent practicable.	Executive Order 11988 * Executive Order 13690 * 42 USC 4001-4128 * 42 USC 5154a * only applies to screen 2047 and not 2046	24 CFR 55

1. Does this project meet an exemption at 24 CFR 55.12 from compliance with HUD's floodplain management regulations in Part 55?

Yes

(a) HUD-assisted activities described in 24 CFR 58.34 and 58.35(b).

(b) HUD-assisted activities described in 24 CFR 50.19, except as otherwise indicated in § 50.19.

(c) The approval of financial assistance for restoring and preserving the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, where a permanent covenant or comparable restriction is place on the property's continued use for flood control, wetland projection, open space, or park land, but only if:
(1) The property is cleared of all existing buildings and walled structures; and
(2) The property is cleared of related improvements except those which:
(i) Are directly related to flood control, wetland protection, open space, or park land (including playgrounds and recreation areas);
(ii) Do not modify existing wetland areas or involve fill, paving, or other ground disturbance beyond minimal trails or paths; and
(iii) Are designed to be compatible with the beneficial floodplain or wetland function of the property.

(d) An action involving a repossession, receivership, foreclosure, or similar acquisition of property to protect or enforce HUD's financial interests under previously approved loans, grants, mortgage insurance,

or other HUD assistance.

(e) Policy-level actions described at 24 CFR 50.16 that do not involve site-based decisions.

(f) A minor amendment to a previously approved action with no additional adverse impact on or from a floodplain or wetland.

(g) HUD's or the responsible entity's approval of a project site, an incidental portion of which is situated in the FFRMS floodplain (not including the floodway, LiMWA, or coastal high hazard area) but only if: (1) The proposed project site does not include any existing or proposed buildings or improvements that modify or occupy the FFRMS floodplain except de minimis improvements such as recreation areas and trails; and (2) the proposed project will not result in any new construction in or modifications of a wetland .

(h) Issuance or use of Housing Vouchers, or other forms of rental subsidy where HUD, the awarding community, or the public housing agency that administers the contract awards rental subsidies that are not project-based (i.e., do not involve site-specific subsidies).

(i) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and persons with disabilities.

Describe:

✓ No

2. Does the project include a Critical Action? Examples of Critical Actions include projects involving hospitals, fire and police stations, nursing homes, hazardous chemical storage, storage of valuable records, and utility plants.

Yes

Describe:

✓ No

3. Determine the extent of the FFRMS floodplain and provide mapping documentation in support of that determination

The extent of the FFRMS floodplain can be determined using a Climate Informed Science Approach (CISA), 0.2 percent flood approach (0.2 PFA), or freeboard value approach (FVA). For projects in areas without available CISA data or without FEMA Flood Insurance Rate Maps (FIRMs), Flood Insurance Studies (FISs) or Advisory Base Flood Elevations (ABFEs), use the best available information[1] to determine flood elevation. Include documentation and an explanation of why this is the best available information[2] for the site. Note that newly constructed and substantially improved[3] structures must be elevated to the FFRMS floodplain regardless of the approach chosen to determine the floodplain.

Select one of the following three options:

CISA for non-critical actions. If using a local tool , data, or resources, ensure that the FFRMS elevation is higher than would have been determined using the 0.2 PFA or the FVA.

✓ 0.2-PFA. Where FEMA has defined the 0.2-percent-annual-chance floodplain, the FFRMS floodplain is the area that FEMA has designated as within the 0.2-percent-annual-chance floodplain.

FVA. If neither CISA nor 0.2-PFA is available, for non-critical actions, the FFRMS floodplain is the area that results from adding two feet to the base flood elevation as established by the effective FIRM or FIS or — if available — a FEMA-provided preliminary or pending FIRM or FIS or advisory base flood elevations, whether regulatory or informational in nature. However, an interim or preliminary FEMA map cannot be used if it is lower than the current FIRM or FIS.

[1] Sources which merit investigation include the files and studies of other federal agencies, such as the U. S. Army Corps of Engineers, the Tennessee Valley Authority, the Soil Conservation Service and the U. S. Geological Survey. These agencies have prepared flood hazard studies for several thousand localities and, through their technical assistance programs, hydrologic studies, soil surveys, and other investigations have collected or developed other floodplain information for numerous sites and areas. States and communities are also sources of information on past flood 'experiences within their boundaries and are particularly knowledgeable about areas subject to high-risk flood hazards such as alluvial fans, high velocity flows, mudflows and mudslides, ice jams, subsidence and liquefaction.

[2] If you are using best available information, select the FVA option below and provide supporting documentation in the screen summary. Contact your local environmental officer with additional compliance questions.

[3] Substantial improvement means any repair or improvement of a structure which costs at least 50 percent of the market value of the structure before repair or improvement or results in an increase of more than 20 percent of the number of dwelling units. The full definition can be found at 24 CFR 55.2(b)(12).

5. Does your project occur in the FFRMS floodplain?

Yes

✓ No

Screen Summary

Compliance Determination

According to the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map (FIRM), 31153C0093G, effective date December 2, 2005 the site is located in Zone X, which is defined as an area that is located outside of the 100 and 500-year floodplains. The project does not occur in the FFRMS Floodplain. This project is in compliance with Executive Order 11988 and 13690.

Supporting documentation

FEMA Map(1).pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Historic Preservation

General requirements	Legislation	Regulation
Regulations under Section 106 of the National Historic Preservation Act (NHPA) require a consultative process to identify historic properties, assess project impacts on them, and avoid, minimize, or mitigate adverse effects	Section 106 of the National Historic Preservation Act (16 U.S.C. 470f)	36 CFR 800 "Protection of Historic Properties" https://www.govinfo.gov/content/pkg/CFR-2012-title36-vol3/pdf/CFR-2012-title36-vol3-part800.pdf

Threshold

Is Section 106 review required for your project?

	No, because the project consists solely of activities listed as exempt in a Programmatic Agreement (PA). (See the PA Database to find applicable PAs.)
	No, because the project consists solely of activities included in a No Potential to Cause Effects memo or other determination [36 CFR 800.3(a)(1)].
	No, because the project consists solely of activities covered by the ACHP's PROGRAM COMMENT ON CERTAIN HOUSING, BUILDING AND TRANSPORTATION UNDERTAKINGS, as demonstrated in the ACHP PC Checklist.
✓	Yes, because the project includes activities with potential to cause effects (direct or indirect).

Step 1 – Initiate Consultation

Select all consulting parties below (check all that apply):

✓ State Historic Preservation Offer (SHPO) Completed

✓ Advisory Council on Historic Preservation Not Required

✓ Indian Tribes, including Tribal Historic Preservation Officers (THPOs) or Native Hawaiian Organizations (NHOs)

✓ Apache Tribe of Oklahoma	Response Period Elapsed
✓ Cheyenne and Arapaho Tribes, Oklahoma	Response Period Elapsed
✓ Iowa Tribe of Kansas and Nebraska	Response Period Elapsed
✓ Iowa Tribe of Oklahoma	Response Period Elapsed
✓ Omaha Tribe of Nebraska	Response Period Elapsed
✓ Otoe-Missouria Tribe of Indians, Oklahoma	Response Period Elapsed
✓ Ponca Tribe of Nebraska	Response Period Elapsed
✓ SAC & Fox Nation of, Oklahoma	Response Period Elapsed
✓ Sac & Fox Tribe of the Mississippi in Iowa	Response Period Elapsed
✓ Sac Fox Nation of MO in KS and NE	Response Period Elapsed

Other Consulting Parties

Describe the process of selecting consulting parties and initiating consultation here:

Due to the fact that ground breaking activities were occurring and the tribal nations in the area, Section 106 consultation was conducted.

Document and upload all correspondence, notices and notes (including comments and objections received below).

Was the Section 106 Lender Delegation Memo used for Section 106 consultation?

Yes
No

Step 2 – Identify and Evaluate Historic Properties

1. **Define the Area of Potential Effect (APE), either by entering the address(es) or**

uploading a map depicting the APE below:
The National Register of Historic Places (NRHP) database, the Office of the State Archaeologist (OSA) and the Nebraska State Historical Society (NSHS) were contacted for information regarding historical resources within the identified one-mile review area. Others identified the one-mile review area as the APE.

In the chart below, list historic properties identified and evaluated in the APE. Every historic property that may be affected by the project should be included in the chart.

Upload the documentation (survey forms, Register nominations, concurrence(s) and/or objection(s), notes, and photos) that justify your National Register Status determination below.

Address / Location / District	National Register Status	SHPO Concurrence	Sensitive Information

Additional Notes:

2. **Was a survey of historic buildings and/or archeological sites done as part of the project?**

Yes

✓ No

Step 3 –Assess Effects of the Project on Historic Properties

Only properties that are listed on or eligible for the National Register of Historic Places receive further consideration under Section 106. Assess the effect(s) of the project by applying the Criteria of Adverse Effect. (36 CFR 800.5)] Consider direct and indirect effects as applicable as per guidance on direct and indirect effects.

Choose one of the findings below - No Historic Properties Affected, No Adverse Effect, or Adverse Effect; and seek concurrence from consulting parties.

✓ No Historic Properties Affected

Based on the response, the review is in compliance with this section. Document and upload

concurrence(s) or objection(s) below.

Document reason for finding:

✓ No historic properties present.

Historic properties present, but project will have no effect upon them.

No Adverse Effect

Adverse Effect

Screen Summary

Compliance Determination

The National Register of Historic Places (NRHP) database, the Office of the State Archaeologist (OSA) and the Nebraska State Historical Society (NSHS) were contacted for information regarding historical resources within the identified one-mile review area. According to the letter issued by Ms. Chelsea Rose, Preservation Archaeologist with the Nebraska State Historical Society, dated July 23, 2025, The Wilshire Project was submitted to the NSHS for comment as it pertains to Section 106 of the Historic Preservation Act of 1966, as amended and implementing regulations 36 CFR Part 800. Based on the information provided, to NSHS by others, the proposed undertaking is unlikely to affect any cultural resources listed in the National Register of Historic Places or eligible for such listing. A determination that there will be no historic properties affected (NP) is appropriate for this undertaking and the project may proceed as planned. Additionally, correspondence was submitted to the necessary Tribal Resources via letter on July 31, 2025 to provide the tribes with the ability to comment on the proposed undertaking. Responses were not received from the contacted tribes in the requested timeframe. Based on Section 106 consultation there are No Historic Properties Affected because there are no historic properties present. The project is in compliance with Section 106.

Supporting documentation

Sac Fox Tribe of the Mississippi in Iowa - signed.pdf
Sac Fox Nation of Missouri in Kansas and Nebraska - signed.pdf
Ponca Tribe of Nebraska - signed.pdf
Otoe-Missouria Tribe of Indians Oklahoma - signed.pdf
Omaha Tribe of Nebraska - signed.pdf
Iowa Tribe of Oklahoma - signed.pdf
Iowa Tribe of Kansas and Nebraska - signed.pdf

Cheyenne and Arapaho Tribes - signed.pdf
Apache Tribe - signed.pdf
SHPO - NRHP.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Noise Abatement and Control

General requirements	Legislation	Regulation
HUD's noise regulations protect residential properties from excessive noise exposure. HUD encourages mitigation as appropriate.	Noise Control Act of 1972 General Services Administration Federal Management Circular 75-2: "Compatible Land Uses at Federal Airfields"	Title 24 CFR 51 Subpart B

1. What activities does your project involve? Check all that apply:

✓ New construction for residential use

NOTE: HUD assistance to new construction projects is generally prohibited if they are located in an Unacceptable zone, and HUD discourages assistance for new construction projects in Normally Unacceptable zones. See 24 CFR 51.101(a)(3) for further details.

Rehabilitation of an existing residential property

A research demonstration project which does not result in new construction or reconstruction

An interstate land sales registration

Any timely emergency assistance under disaster assistance provision or appropriations which are provided to save lives, protect property, protect public health and safety, remove debris and wreckage, or assistance that has the effect of restoring facilities substantially as they existed prior to the disaster
None of the above

4. Complete the Preliminary Screening to identify potential noise generators in the vicinity (1000' from a major road, 3000' from a railroad, or 15 miles from an airport).

Indicate the findings of the Preliminary Screening below:

There are no noise generators found within the threshold distances above.

✓ Noise generators were found within the threshold distances.

5. **Complete the Preliminary Screening to identify potential noise generators in the**

✓ Acceptable: (65 decibels or less; the ceiling may be shifted to 70 decibels in circumstances described in §24 CFR 51.105(a))

Indicate noise level here: 59

Based on the response, the review is in compliance with this section. Document and upload noise analysis, including noise level and data used to complete the analysis below.

Normally Unacceptable: (Above 65 decibels but not exceeding 75 decibels; the floor may be shifted to 70 decibels in circumstances described in §24 CFR 51.105(a))

Unacceptable: (Above 75 decibels)

HUD strongly encourages conversion of noise-exposed sites to land uses compatible with high noise levels.

Check here to affirm that you have considered converting this property to a non-residential use compatible with high noise levels.

Indicate noise level here: 59

Document and upload noise analysis, including noise level and data used to complete the analysis below.

Screen Summary

Compliance Determination

The proposed project will include the construction of an multi-family residential apartment building that will include 96 residential units. Additional proposed improvements include a playground on the northern portion of the site with asphalt paved surface parking, concrete walkways, and a sub-grade parking garage to an approximate depth of 15-feet and landscaped regions. According to HUD Noise Assessment Guidelines, Chapter 5, the following noise sources are required to be identified and assessed for potential adverse impacts to the proposed project: Major

Roadways (10,000+ ADTs) within 1,000 feet, railroads within 3,000 feet and civil or military Airports within 15 miles. The following airport is located within 15 miles of the proposed project site: Eppley Airfield is located 10 miles to the north-northeast of the site. According to the 2020 data from the US Department of Transportation (DOT), the site is located below the 45 dBA noise level. Additionally the site is located approximately one mile from Offutt Air Force Base's runway (south). Using the day night average sound level (DNL) to produce noise exposure levels from aircraft operations, a map of noise contours surrouding Offutt AFB produced by the USAF in 2015 shows the site is outside of the lowest decibel level of 65 dB. The nearest railroad is over 3,000 feet from the site, and therefore; does not require further evaluation as outlined in the procedures found in the HUD Noise Assessment Guidelines. The nearest roadway is Harlan Drive, which is located approximately 355 feet to the south of the proposed apartment building and 655 feet to the south of the outdoor playground common area. Terracon reviewed the Nebraska Department of Transportation Average Annual Daily Traffic Counts information, accessed at https://gis.ne.gov/portal/apps/experiencebuilder/experience/?id=0c2801cfc8884cdb8a76269b5f9e21f1 for the AADT for Harlan Drive. There were no measurements in the immediate vicinity of the property and Harlan Drive, but there were measurements to the west of the property. Terracon utilized these readings to conduct the noise calculations. Terracon completed Day/Night Noise Level Calculations utilizing the HUD DNL Calculator accessed at https://www.hudexchange.info/programs/environmental-review/dnl-calculator/. The 2026 calculations for the building and playground area, were at 58 dB and 54dB respectively. The 10-year projection for the noise levels were at 59 dB and 55 dB. Based on the above review, the project is in compliance with HUD's Noise regulation.

Supporting documentation

DNL Worksheet - Playground 2036.pdf
DNL Worksheet - Playground 2026.pdf
DNL Worksheet - Building 2036.pdf
DNL Worksheet - Building 2026.pdf
Roadway Noise.pdf
Roadway Maps.pdf
Railroad Noise.pdf
Railroad Maps.pdf
Omaha Eppley Airfield Noise.pdf
Offutt-AFB-JLUS-Implementation-Executive-Summary(1).pdf
Existing Noise Contours near Offutt AFB.pdf
NAL Masurements - Roadway.pdf
Harlan Dr - Noise Info.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Sole Source Aquifers

General requirements	Legislation	Regulation
The Safe Drinking Water Act of 1974 protects drinking water systems which are the sole or principal drinking water source for an area and which, if contaminated, would create a significant hazard to public health.	Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300f et seq., and 21 U.S.C. 349)	40 CFR Part 149

1. Does the project consist solely of acquisition, leasing, or rehabilitation of an existing building(s)?

Yes

✓ No

2. Is the project located on a sole source aquifer (SSA)?

A sole source aquifer is defined as an aquifer that supplies at least 50 percent of the drinking water consumed in the area overlying the aquifer. This includes streamflow source areas, which are upstream areas of losing streams that flow into the recharge area.

✓ No

Based on the response, the review is in compliance with this section. Document and upload documentation used to make your determination, such as a map of your project (or jurisdiction, if appropriate) in relation to the nearest SSA and its source area, below.

Yes

Screen Summary

Compliance Determination

According to the US EPA Sole Source Aquifer Map, the proposed site is not located on a designated Sole Source Aquifer. Based on the project description, the project consists of activities that are unlikely to have an adverse impact on groundwater resources. The project is in compliance with Sole Source Aquifer requirements.

Supporting documentation

Sole Source Aquifer.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Wetlands Protection

General requirements	Legislation	Regulation
Executive Order 11990 requires avoiding to the extent possible the long and short term adverse impacts associated with the destruction or modification of wetlands, and avoiding actions that directly or indirectly support new construction in wetlands wherever there is a practicable alternative. The Fish and Wildlife Service's National Wetlands Inventory must be used as a primary screening tool, but observed or known wetlands not delineated on NWI maps must also be evaluated.	Executive Order 11990	24 CFR 55.20 can be used for general guidance regarding the 8 Step Process.

1. Does this project involve new construction as defined in 24 CFR 55.10 and referenced in Executive Order 11990? The term "new construction" shall include grading, clearing, draining, dredging, channelizing, filling, diking, impounding, and related activities for any structure or facilities, including the siting of new manufactured housing units.

No

✓ Yes

2. Will the new construction activities directly impact an onsite wetland?

The term "wetlands" means those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances does or would support, a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, prairie potholes, wet meadows, river overflows, mud flats, and natural ponds. This definition includes those wetland areas separated from their natural supply of water as a result of activities such as the construction of structural flood protection methods or solid fill roadbeds and activities such as mineral extraction and navigation improvements. This definition includes both wetlands subject to and those not subject to Section 404 of the Clean Water Act as well as constructed wetlands.

✓ No, an onsite wetland will not be directly impacted by new construction activities, as defined in 24 CFR 55.10.

Yes, there is an onsite wetland that will be directly impacted by new construction activities, as defined 24 CFR 55.10.

3. Will the proposed project indirectly affect wetlands by modifying the flow of stormwater, releasing pollutants, or otherwise changing conditions that contribute to wetlands viability?

Yes, wetlands may be indirectly affected by changing conditions that contribute to wetlands viability.

✓ No, wetlands will not be indirectly affected by changing conditions that contribute to wetlands viability.

4. Will the proposed project indirectly affect off-site wetlands?

Yes, off-site wetlands may be indirectly affected.

✓ No, off-site wetlands will not be indirectly affected by changing conditions that contribute to wetlands viability.

Screen Summary

Compliance Determination

According to the National Wetlands Inventory Mapper accessed at https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/, there are no wetlands identified on the project site. Based on review of topographic maps and site observations no indications of surface water or saturated areas were noted on the site property. Based on the reviewed information, impacts to on or off-site wetlands are not anticipated and the project is in compliance with Executive order 11990.

Supporting documentation

NWI Wetlands Map.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

Wild and Scenic Rivers Act

General requirements	Legislation	Regulation
The Wild and Scenic Rivers Act provides federal protection for certain free-flowing, wild, scenic and recreational rivers designated as components or potential components of the National Wild and Scenic Rivers System (NWSRS) from the effects of construction or development.	The Wild and Scenic Rivers Act (16 U.S.C. 1271-1287), particularly section 7(b) and (c) (16 U.S.C. 1278(b) and (c))	36 CFR Part 297

1. Is your project within proximity of a NWSRS river?

✓ No

Yes, the project is in proximity of a Designated Wild and Scenic River or Study Wild and Scenic River.
Yes, the project is in proximity of a Nationwide Rivers Inventory (NRI) River.

Screen Summary

Compliance Determination

According to the Federal Wild & Scenic Rivers and National Rivers Inventory maps, no designated rivers are located in the vicinity of the project site. Therefore, no impact to these resources is anticipated from the proposed project. According to the reviewed data the nearest Nationwide River is the Missouri Wild and Scenic River and it is located approximately 124 miles to the northwest of the site. This project is not within proximity of a NWSRS river. The project is in compliance with the Wild and Scenic Rivers Act.

Supporting documentation

Wild and Scenic Rivers.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No

16d.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 6, 2026			SUBMITTED BY: Lt. Nick Greiner		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Interlocal agreement with Midwest High Intensity Drug Trafficking Area (HIDTA) to continue participation in the Metro Drug Task Force.

SYNOPSIS/BACKGROUND:

Midwest HIDTA provides funding for narcotics investigations, training, and equipment for the Metro Drug Task Force, which the Bellevue Police Department is an active member of. This extends the agreement and establishes the partner agencies (Omaha PD, Ralston PD, Douglas County Sheriff's Office, and Sarpy County Sheriff's Office).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Agreement

CONTRACT EFFECTIVE DATE: upon signing CONTRACT TERM: 5 years CONTRACT END DATE: 5 years from signing

PROJECT NAME: N/A

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the mayor to sign the interlocal agreement with Midwest HIDTA to extend and amend the current interlocal agreement.

ATTACHMENTS:

1. Interlocal 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

AMENDED INTERLOCAL COOPERATION AGREEMENT

1. It is the present belief of informed law enforcement administrators that the law enforcement effort against crime and drug trafficking in the Omaha/East Central Nebraska and West Central Iowa Metropolitan area can best be conducted from a centralized multi-agency location.

2. In order for the several hereinafter designated governmental units to make the most efficient use of their powers by enabling them to cooperate with each other, and other governmental agencies, on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors, the following agencies signatory hereto do, under the authority of the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 et seq., hereby enter into an agreement for five (5) years, with two automatic one year extensions with the following terms and conditions.

3. The purpose of this Agreement is to allow the parties hereto an opportunity to participate in a grant funded project facilitating the establishment of a joint work environment as an effort to address the law enforcement needs in the Omaha/East Central Nebraska and West Central Iowa Metropolitan area. This Agreement neither creates powers above and beyond those granted each agency by federal and state statutes and/or city ordinances, nor does it create a new enforcement authority. Each participating agency shall maintain its own integrity.

4. It is the intention of the participating agencies to staff a single facility (hereinafter "the facility") with personnel assigned to narcotics enforcement and related functions, thereby eliminating duplication and inefficiency. Maximum intra-departmental and inter-departmental communication is the expected result.

5. Each participating agency shall retain title to any and all property,

resources, and equipment brought into the Agreement by them and upon termination shall remove such property from the facility. Any property, resources, or equipment purchased or donated on behalf of the participating agencies collectively, shall be disposed of upon termination in accordance with the guidelines of the funding agency then in effect. In the absence of such guidelines, residual assets shall accrue to each participating agency in equal shares.

6. This Agreement shall be effective upon execution by all participating agencies and shall continue in. effect for five (5) years. The agreement shall automatically renew for two (2) additional one-year terms unless any party to the Agreement gives thirty (30) days written notice to the other participating agencies as to its desire to terminate or amend the Agreement.

7. The City of Omaha Police Department, the Sarpy County Sheriff, the City of Bellevue Police Department, the Douglas County Sheriff, and the Ralston Police Department are beneficiaries and/or obligers as provided in the High Intensity Drug Trafficking Area Grant which is attached and incorporated herein by this reference as Exhibit A, together with any amendments, extensions, renewals, continuations, subordinate agreements and conditions (herein referenced to as "the Grant").

8. This Agreement hereby establishes an Advisory Board comprised of the chief law enforcement officer of each participating agency or his/her designee. The Advisory Board shall act by majority vote of its members. To ensure continuity among the participating agencies, regular attendance at quarterly Board meetings is necessary.

9. Fiscal administration of the Grant and the facility and other activities provided for in this Agreement shall be the responsibility of the Finance Director of the

City of Omaha or his/her designee. No tax authorized by NEB. REV. STAT. §§ 13-318 to 13-326 shall be levied, collected, or accounted for under this Agreement.

10. Functional administration, or the day-to-day operation of the facility and activities as provided for in this Agreement, shall be the responsibility of the Police Chief of the City of Omaha, or his/her designee, known as the "Functional Administrator."

a. To assist in paying miscellaneous expenses incurred in the day-to-day operation of the facility and its activities which are not within the rental payments, throughout the term of this Agreement the City of Omaha shall receive One Hundred Dollars ($100.00) per month from each **federal** agency that is a participating agency.

b. In addition, if lease payment contributions are made by the participating non-federal agencies as described in paragraph No. 12 of this Agreement, the City of Omaha shall receive 1% of such contributions.

11. The Functional Administrator, as defined in paragraph No. 10, shall be responsible for the general overall operation of the facility. These duties shall include:

a. Collect and tabulate from each participating agency all statistical information required by the Grant and provide a report of such information to the Advisory Board as needed.

b. Monitor the expenditure of federal and matching funds through frequent contact with the Fiscal Administrator.

c. Maintain proper documentation for grant audit requirements.

d. Ensure proper maintenance of the facility building, including custodial services.

e. Provide or cause to be provided such training as deemed appropriate to all assigned personnel.

f. Inventory all grant-provided equipment that is placed within the facility.

g. Such other duties as are necessary to the successful operation of this project.

12. In addition to the Functional Administrator, a lieutenant from the Omaha Police Department shall be responsible for managing the Metro Drug Task Force and will report to the Advisory Board at the quarterly meetings and shall be known as the "Task Force Commander." The Task Force Commander is responsible for managing the High Intensity Drug Trafficking Association "purchase evidence/purchase information" account which all participating agencies shall have available to them for use as "buy funds" for payments for confidential informant payments. All personnel assigned to the Metro Drug Task Force shall adhere to the published by-laws. It shall be the responsibility of the Task Force Commander to ensure that all members observe the policies and procedures.

13. The Fiscal Administrator is authorized to secure by lease (not to exceed ten years, exclusive of options to renew) appropriate premises suitable for housing the operation and personnel necessary to fulfill the purpose of this Agreement ("the facility"). It is understood that the annual rental, common area charges and utilities shall not exceed Two hundred and forty-five thousand dollars ($245,000.00) and that payments shall be made from funds provided by the Grant or by available City funds. If any such funds are not available, then each agency shall contribute on the following percentage basis to each quarterly lease payment:

City of Bellevue		1.3%
City of Ralston	1.3%	
Douglas County Sheriff		1.3%
City of Omaha		89.8%
Sarpy County Sheriff		7.3%
Total		101%

Each, participating agency shall be personally responsible for its own telephone communication service including receivers, instruments, wiring and such other materials as are necessary.

14. The percentage contributions stated in paragraph No. 13 are hereby fixed for the term of the lease unless revised in accordance with this Agreement. The Functional Administrator may, with the approval of the Advisory Board, provide for occupancy by additional law enforcement agencies and adjust percentages to reflect such actual usage. Annually during September, the Functional Administrator may, with the approval of the Advisory Board, adjust these percentage contributions to account for changes in the number of agency personnel assigned to the facility, including a decrease due to an agency discontinuing participation under this Agreement.

15. Rent or utilities payable hereunder for any period of time less than one month shall be determined by prorating the monthly percentage herein specified based on the actual number of days in the month. Any invoices for rent and utilities shall be submitted monthly by the Fiscal Administrator to each participating agency. Payment shall be remitted to the City of Omaha Finance Director, Omaha/Douglas Civic Center,

1819 Farnam Street, Omaha, NE 68183.

16. Each participating agency acknowledges the following specified benefits and obligations:

a. The City of Omaha Police Department shall provide two (2) clerical personnel, five (5) police investigators, and one (1) police sergeant who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

b. The Sarpy County Sheriff shall provide one (1) sergeant, who shall be used for match value, and two (2) investigators who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

c. The City of Bellevue Police Department shall provide one (1) investigator who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

d. The City of Ralston shall provide one (1) police officer who shall work in the furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

e. The Douglas County Sheriff shall provide one (1) sergeant, who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

f. Each participating agency receiving reimbursement for services shall provide to the Fiscal Administrator reports of hours worked in such form as

the Fiscal Administrator may designate. The Fiscal Administrator shall disburse earned reimbursement funds quarterly to the appropriate political subdivisions.

17. All participating agencies assigning personnel under this Agreement understand and agree that:

a. Such personnel shall at all times remain an employee of and under the ultimate direction and control of the assigning agency; and

b. Shall be compensated by the assigning agency including workers' compensation; and

c. Shall be defended and indemnified by that agency; and shall be deemed to be acting in the course and scope of employment with that participating agency; and

d. All personnel assigned to the Task Force must possess, or exceed the minimum qualifications established by the Nebraska Police Standards Advisory Council or comparable state oversight board which sets standards for the agency; and

e. All personnel assigned to the Task Force shall be in good standing with and shall have successfully completed his/her probationary period with the assigning agency.

18. Each participating agency acknowledges that the United States. Department of Justice, Federal Bureau of Investigation, will provide and maintain a security alarm for the facility at its cost; agrees to abide by all standard and special conditions in the Grant; acknowledges that related federal agencies may occupy space in the facility; and understands that they are committed to pay utilities and maintenance costs as provided herein.

19. This Agreement may be modified only by written amendment, duly executed by

authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective. However, none of the parties may assign its rights under this Agreement.

20. Any participating agency may withdraw from this Agreement upon 30 days written notice to all participating agencies and upon the affirmative vote of a majority of its members; the Advisory Board may terminate this Agreement at any time during its term. This Agreement may be extended in accordance with applicable law and regulations.

21. Proceeds derived from an asset forfeiture initiated in the course of investigations conducted by the Metro Drug Task Force will be shared equitably among participating agencies that actually participated in the investigation leading to the forfeiture. The equitable sharing will be determined based on the manpower contributions by each agency that participates in the investigation that leads to the forfeiture. The seizing, tracking, and disbursing of assets shall be carried out in compliance with state and federal forfeiture guidelines.

22. Pursuant to and in order to be in compliance with Neb.Rev.Stat. § 4-114(2), the participating agencies shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. lawful

presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§ 4-108 - 113.

23. During the performance of this Agreement, the participants agree as follows:

(a) Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agency officer setting forth the provisions of this nondiscrimination clause.

(b) The agency will, in all solicitations or advertisements for employees placed by or on behalf of the agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin."

24. Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the

Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

25. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the courts of the State of Nebraska.

"PARTICIPATING AGENCIES"

UNITED STATES DEPARTMENT OF JUSTICE

Drug Enforcement Administration

_____

Special Agent in Charge Date
Omaha Office

UNITED STATES DEPARTMENT OF TREASURY

Internal Revenue Service

_____

Special Agent in Charge Date

CITY OF OMAHA, NEBRASKA

The City of Omaha

John W Ewing Jr 9/1/26

Mayor Date

Attest:

9/1/26

City Clerk Date

CITY OF BELLEVUE, NEBRASKA

The City of Bellevue

Attest:

Mayor Date

City Clerk Date

CITY OF RALSTON, NEBRASKA

The City of Ralston Attest:

Mayor	Date	City Clerk	Date

SARPY COUNTY, NEBRASKA, SHERIFF

Attest:

Sheriff	Date	County Clerk	Date

DOUGLAS COUNTY, NEBRASKA, SHERIFF

Attest:

Sheriff	Date	County Clerk	Date

16e.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 6, 2026			SUBMITTED BY: Police Department		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:
Phase 2 - Bellevue Police Department Firing Range

SYNOPSIS/BACKGROUND:
Continued construction of the Police Department Firing Range and Training Building. Phase 2 is for construction of the BPD Training Building.

FISCAL IMPACT:: 2,102,941.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Construction Contract for Phase 2 of BPD Firing Range

CONTRACT EFFECTIVE DATE: 10.06.2026 CONTRACT TERM: CONTRACT END DATE: 06.30.2026

PROJECT NAME: Phase 2 - Bellevue Police Department Firing Range

START DATE: 10.06.2026 END DATE: 06.30.2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: Gun Range Facility CIP PROJECT NUMBER: PO26(1)

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

ACCOUNTING DISTRIBUTION CODE: 7030 ACCOUNT NUMBER:

RECOMMENDATION:
Approve and authorize the Mayor to accept the Ronco Construction bid and sign the Agreement between Owner and Contractor for Construction Contract between the City of Bellevue and Ronco Construction to construct the BPD Training Building and associated work in an amount not to exceed $2,102,941.00

ATTACHMENTS:

1. Ronco Construction Bid
2. Construction Contract
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024



Bellevue Police Department Training Facility RFP Bellevue, NE 68005

DATE

07-1-26

ronco-construction.com

Project:	Bellevue Police Department Training Facility	**Date:**	07/01/2026
Owner:	Bellevue Police	**Estimator:**	Rod Ritenour
Architect:	Stanley J How Architects	**Project Size:**	1 Units | 8,007 GBSF

$2,102,941.00 per Unit | $262.64 per GBSF

GRAND TOTAL	**$ 2,102,941**

Division	Description	Cost	PoT (%)	$/GBSF
01	General Requirements	$ 184,902	8.79%	$23.09
02	Existing Conditions	$ -	0.00%	$0.00
03	Concrete	$ 311,260	14.80%	$38.87
04	Masonry	$ 39,870	1.90%	$4.98
05	Metals	$ 40,000	1.90%	$5.00
06	Woods, Plastics, and Composites	$ 23,897	1.14%	$2.98
07	Thermal and Moisture Protection	$ 16,529	0.79%	$2.06
08	Openings	$ 62,596	2.98%	$7.82
09	Finishes	$ 224,573	10.68%	$28.05
10	Specialties	$ 37,224	1.77%	$4.65
11	Equipment	$ 3,600	0.17%	$0.45
12	Furnishings	$ 6,851	0.33%	$0.86
13	Special Construction	$ 297,160	14.13%	$37.11
14	Conveying Equipment	$ -	0.00%	$0.00
21	Fire Suppression	$ -	0.00%	$0.00
22	Plumbing	$ 153,200	7.29%	$19.13
23	Heating, Ventilation, and AC	$ 140,996	6.70%	$17.61
26	Electrical	$ 299,925	14.26%	$37.46
27	Communications	$ -	0.00%	
28	Electronic Safety and Security	$ -	0.00%	

↑ Building costs above

Site costs below ↓

Division	Description	Cost	PoT (%)	$/GBSF
31	Earthwork	$ 107,533	5.11%	
32	Site Improvements	$ 27,995	1.33%	
33	Utilities	$ -	0.00%	

BUILDING COST:	$	1,842,583
SITE COST:	$	135,528
DIRECT COSTS	**$**	**1,978,111**

Project:	Bellevue Police Department Training Facility	**Date:**	07/01/2026
Owner:	Bellevue Police	**Estimator:**	Rod Ritenour
Architect:	Stanley J How Architects	**Project Size:**	1 Units | 8,007 GBSF

	Description	Cost	Comments
	Builders Risk Insurance	$ -	
	Building Permit	$ -	No Charge for City Building
	Winter Conditions	$ 15,000	
	Capital Facility Fees, Testing, Special Inspections	$ -	
	Design Contingency (0.00%)	$ -	
	Construction Contingency (0.00%)	$ -	
	Design Fee/AE Fee (0.00%)	$ -	
	Ronco's Fee (4.50%)	$ 89,015	
	Performance and Payment Bond	$ 20,815	
	Escalation (0.00%)	$ -	
INDIRECT COSTS		**$**	**124,830**

Project:	Bellevue Police Department Training Facility	**Date:**	07/01/2026
Owner:	Bellevue Police	**Estimator:**	Rod Ritenour
Architect:	Stanley J How Architects	**Project Size:**	1 Units | 8,007 GBSF

ALTERNATES	$ (16,457)

	Description	Cost	Comments
	Provide (3) ICP RTU's as VE	$ (16,457.00)	

SUMMARY

Ronco Construction is pleased to provide an estimate for the **Bellevue Police Training Facility** project in Bellevue, NE. Our pricing is based on the design documents provided by Stanley J How Architects dated April 3rd, 2026, and addendum #1 through 3 in conjunction with the assumptions and clarifications that follow.

Please reach-out with any questions you have regarding this proposal. We look forward to working with you and your team on this project.

Rod Ritenour
Preconstruction Director
rritenour@ronco-construction.com
Cell 402-310-4538
Office 402-397-9109

BUDGET VARIANCE: N/A

GENERAL REQUIREMENTS 01

01-1. All costs are based on current market conditions — material will not be ordered until submittals are approved. Submittals must be reviewed in the time specified by Ronco Construction to minimize any escalation costs.
  a. Any scope not shown in the construction documents or described in this document is excluded.

01-2. Sales tax is excluded.

01-3. Ronco assumes that the building permit is provided at no charge from the city of Bellevue

01-4. All costs are based upon normal working hours and workdays.
  a. Overtime and premium wages are completely excluded unless required for contractors (solely) induced delays.
  b. Any costs associated with Davis Bacon wages or prevailing wage requirements are excluded.

01-5. Ronco (and subcontractors of Ronco) will have access to any/all requested design documents, including but not limited to the following:
  a. Autodesk® Revit models
  b. Autodesk® AutoCAD® models

01-6. Where listed anywhere in this document and/or future documents provided by Ronco, where "cost" is mentioned to be excluded, the time associated with said excluded scope is also excluded.
  a. Any items in this document or documents that follow, that are mentioned to be excluded are also **not** considered to be part of the construction documents and are therefore excluded when any reference to the "construction documents" is made by Ronco, the owner, the architect, or other parties.

01-7. Ronco will provide all designers and owner personnel with access to Procore®.
  a. Procore will be used as the project management software.
  b. Any costs associated with Submittal Exchange® or other project management software is excluded.

01-8. Ronco Construction will **not** be responsible for submittals required for owner-provided scope or scope not specified to require submittals.

01-9. Any/all costs associated with design is excluded from Ronco's scope of work unless specifically indicated in this proposal.

01-10. Ronco will **not** be responsible for any QA/QC (quality assurance/quality control) or construction assistance associated with contractors who are contracted with the owner and not Ronco. Including but not limited to the following:

a. Quantity take-off and/or verification
b. Shop drawing review.
c. Submittal review
d. RFI submission/review
e. Use of Ronco equipment
f. Protection of finished work

01-11. If any materials are to be provided by the owner (other than those specified) the proposed fee may change.

01-12. Any costs/fees associated with capital facility fees, impact fees, usage fees, municipality costs/fees, abatement, testing, office equipment, foundation drainage, security, access control, surveillance cameras, low voltage devices, signage, materials testing, special inspections, furniture, IT equipment, site furnishings, vending equipment, environmental remediation/investigation, engineering, and design are excluded unless specifically stated otherwise in this proposal.

01-13. Quantities for construction materials were determined by scaling the drawings and is assumed to be an acceptable method of determining quantities regardless of notes/verbiage in the construction documents.

BUDGET VARIANCE: N/A

CONCRETE 03

03-1. Concrete work is Included:

a. Excavate and pour pad footings, grade beam footing and exterior piers at column pads.
b. Supply and set anchor bolts.
c. Supply and install reinforcing steel at footing and foundations.
d. Supply and install 2" ridge insulation at foundations and perimeter of slab.
e. Supply and install 4" granular base.
f. Install Vapor Barrier at slabs
g. Form and pour 4" and 5" slab on grades with fiber mesh.
h. Pour slab on deck at crow's nest
i. Install (30) bollard.
j. Provide pumping as needed.
k. Grouting at baseplates as needed.

BUDGET VARIANCE: N/A

MASONRY 04

04-1. Supply and install 4" integral colored rock face CMU by Watkin's
04-2. Supply and install 8" standard grey normal weight CMU – by Watkin's for training area
04-3. Type S colored mortar for split face and natural grey for 8" CMU

BUDGET VARIANCE: N/A

METALS 05

05-1. Supply and install (30) 4" bollards
05-2. Metal decking With V4"x4"x1/4" pour stops at crow's nest
05-3. Supply and install alternating stairs for crow's nest
05-4. Supply and install metal railing at crow's nest

BUDGET VARIANCE: N/A

WOODS, PLASTICS, AND COMPOSITES 06

06-1. Provide wood blocking for cabinets, toilet accessories, top of masonry walls and miscellaneous fixtures.

BUDGET VARIANCE: N/A

THERMAL AND MOISTURE PROTECTION 07

07-1. Insulation is Included:
- a. Vinyl backed insulation as part of the metal building
- b. Energy Saver with banding at exposed ceilings
- c. R-20 fiberglass sound insulation in the interior metal stud framing as shown
- d. R-20 fiberglass batt insulation in the exterior metal stud framing

07-2. Provide flashing top of masonry walls exterior and interior
07-3. Joint sealants are included.

BUDGET VARIANCE: N/A

OPENINGS 08

08-1. Doors, Frames and Hardware are Included for (13) openings.
08-2. Door hardware per schedule
08-3. Provide ¼" temper and 1" laminated glass in hollow metal doors
08-4. Provide (1) 8'x8' Thermiser Max insulated rolling door (105 B) with operator and controls
08-5. Provide (2) 10'-0"x8'-0" full vision aluminum sectional doors with operators and accessories
08-6. Provide (4) type "B" windows
08-7. Provide (3) framed mirrors

BUDGET VARIANCE: N/A

FINISHES 09

09-1. Provide metal stud framing for exterior walls attached to red iron.
09-2. Air barrier to be Dow Defender 200 system on dens-glass behind CMU only.
09-3. Provide interior metal stud framing at interior as indicated
09-4. Provide 5/8 type "X" drywall typical with MR board at wet areas and Hi Impact MR board at indoor training room only.
09-5. Glassteel FRP panels as shown at mech 110 and weapons cleaning 105. Class C – Non-fired rated white pebbled finish
09-6. ACT #1 to be Armstrong #3250 2'x2' tole (white) with Armstrong 15/16 grid with #7823 shadow molding wall angle
09-7. Provide CPT-1 per plan
09-8. Provide LVT-1 per plan
09-9. Provide vinyl base as indicated in room finish schedule
09-10. Provide concrete sealer room 110,111 and 113.
09-11. Provide epoxy flake flooring for rooms 105,107 and 108
09-12. Provide painting for interior and exterior per plan
09-1. Final cleaning is included.

BUDGET VARIANCE: N/A

SPECIALTIES 10

10-1. Provide (5) toilet compartment manufactured by ASI floor mount color to be Metallic Silver
10-2. Provide (3) wall hung urinal screens same as above
10-3. Provide restroom hardware per schedule
10-4. Provide (5) three-tier traditional plus polymer lockers by ASI 15" wide by 18" deep by 72" high with louvered ventilation, flat tops and 4" high HDPE base
10-5. Provide (2) new fire extinguishers and cabinets.
10-6. Provide (2) Fire Extinguishers
10-7. Provide (1) canopy by **"Structure Works"**

EQUIPMENT 11

11-1. Provide (1) breakroom fridge
11-2. Provide (1) breakroom microwave
11-3. Provide Startech TV mount with 75" tv and Wesa wall mount

FURNISHINGS 12

12-1. Provide millwork for room 102 open office and countertops
12-2. Provide windowsills by CKF tier A 2 cm quartz

SPECIAL CONSTRUCTION 13

13-1. Provide pre-engineered metal building and canopy by Mako with building insulation
13-2. Building to have non-expandable post and beam end walls
13-3. Cross bracing as needed
13-4. Snow load to be 17.5 PSF, live load 20 PSF, collateral load to be 5 PSF
13-5. Roofing to be sanding seam to be (MBCI "DoubleLok") field seamed, 24-guage and signature 300 color with tall clips and thermal blocks
13-6. Siding to be thru-fastened panels ("PBR" or similar) 26-guage painted any signature 300 color
13-7. Standard Mako trim package

BUDGET VARIANCE: N/A

FIRE SUPPRESSION 21

21-1. Fire Sprinkler is Excluded:

PLUMBING 22

22-1. Provide sanitary underground installed in PVC and above ground waste & vent in cast iron due to air plenum
22-2. Provide domestic water piping with insulation

22-3. Provide fixture as specified or equals
22-4. Air piping ran in copper type "L"

HEATING, VENTILATION, AND A/C 23

23-1. Supply and install (3) rooftop units on insulated standing seam curbs and accessories
23-2. Supply and install (1) ductless mini-split with low ambient kit and ACCU retrained on standing seam roof.
23-3. One (1) refrigeration line set for AC/ACCU-1
23-4. Provide PVC P-trap condensates for RTU's
23-5. Provide PVC condensate drain piping with concealed pump for AC/ACCU-1 to utility sink
23-6. Three (3) thermostats with control wire for RTU's ran open air
23-7. Provide (1) wall mount remote control for AC/ACCU-1 with open air wire
23-8. Provide (1) Roof exhaust fan (EF-1) on insulated curb
23-9. Provide (1) Duct mounted motorized backdraft damper for EF-1 with transformer and control wire
23-10. Provide all ductwork, insulation, sheet metal fittings, flex, registers and grilles complete
23-11. Locking quadrant dampers on all branch runs
23-12. Provide paint grip ductwork and double wall spiral for RTU-1 truck and branch lines
23-13. Provide independent balancing
23-14. Provide standard start-ups on HVAC equipment

BUDGET VARIANCE: N/A

ELECTRICAL 26

26-1. Supply and install all switchgear
26-2. Provide OPPD transformer pad as per plans
26-3. Supply and install secondary conductors as per plans
26-4. Supply and install pole lights for parking lot, road and flagpoles as per plans
26-5. Provide underground conduits for primary power, future garage and 4" conduits for data
26-6. Provide wiring for all equipment in building
26-7. Supply and install floor boxes per plan
26-8. Supply and install all lights and controls
26-9. Supply and install ceiling fans
26-10. Supply low voltage conduits to above ceiling for security/data as per plans
26-11. The Electrical on the shooting range and berm are excluded in this proposal

BUDGET VARIANCE: N/A

EARTHWORK 31

31-1. Install and maintain silt fence
31-2. Install and maintain construction entrance and stabilized parking area (approx. 1,130 SF)
31-3. Install SWPPP sign
31-4. Install and maintain inlet filter
31-5. Provide rough grading cut/fill and subgrade prep
31-6. Borrow fill from adjacent site
31-7. Provide backfilling for building, sidewalks and paving
31-8. Provide final grading and re-spread topsoil

BUDGET VARIANCE: N/A

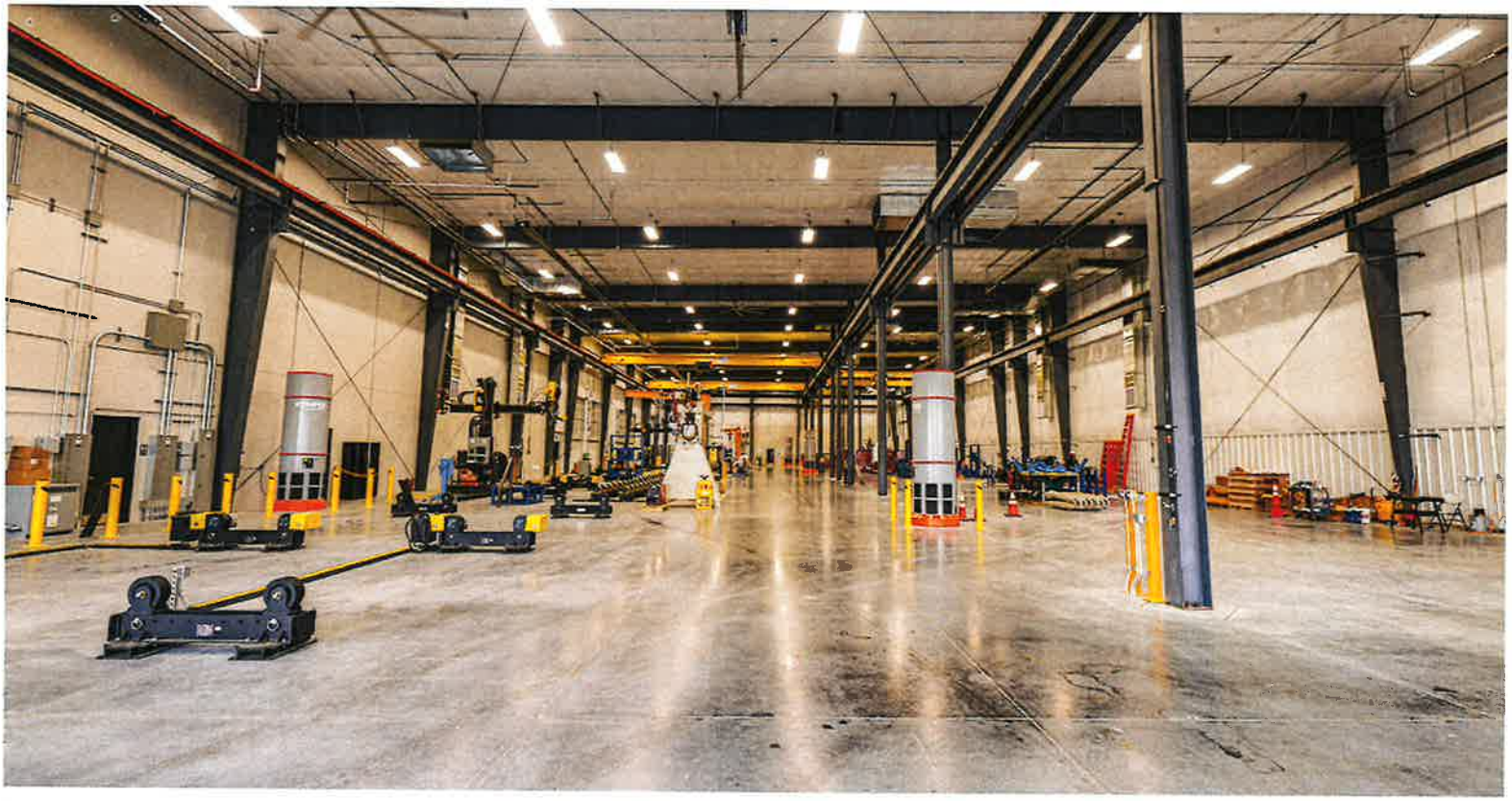
SITE IMPROVEMENTS 32

32-1. Provide concrete paving 9" and 6" per plans
32-2. Provide 4" sidewalks with ADA ramps and pads
32-3. Pavement joint sealants and markings with handicap stalls
32-4. Provide irrigation for new seeded areas
32-5. Provide fescue seed with erosion blanket

BUDGET VARIANCE: N/A

UTILITIES 33

33-1. Site Utilities are Included:
33-2. Provide 2" Water service per plans
33-3. Provide 6" sanitary sewer per plans
33-4. Storm sewer with drain basins per plans



Lawson Cryogenic Manufacturing & Repair

15130 S 205th Avenue | Gretna, NE 68028

Located in the Kersten Industrial Park in Gretna, Neb., the Lawson Cryogenic Manufacturing and Repair facility is a 42,500 SF state-of-the-art facility for manufacturing specialty trailers used to transport cryogenic liquids and specialty gases. The pre-engineered metal building includes 37,000 SF of manufacturing space and 5,500 SF dedicated to administration. Outside, there's 72,500 SF of 8-inch truck and trailer parking and 23,500 SF of 5-inch parking.

CATEGORY
INDUSTRIAL

TYPE
NEW CONSTRUCTION

SIZE
42,500 SF

COST
9.1M USD

COMPLETION
SEPTEMBER 2025

DURATION
12 MONTHS

OWNER/DEVELOPER

Lawson Real Estate Holdings

ARCHITECT

Schemmer

RONCO TEAM

Mark Lawlor | Project Manager

Eric Craft | Superintendent

Ceri Klopp | Project Engineer

RONCO construction

ronco-construction.com
402-397-9109



McNeil Industrial

14070 S 220th Street | Gretna NE 68028

This 35,000 SF office and manufacturing facility located in the NC Industrial Park in Gretna, Neb. is the new headquarters for McNeil Industrial, an Omaha-based refrigeration contractor. The pre-engineered metal building houses a 9,558 SF shop and production area with specialty welding tables, multiple overhead doors and over 13,000 SF storage space for materials. In the 8,100 SF business office there are multiple breakrooms and private office space, restrooms, a reception and lobby area, and conference rooms.

CATEGORY
INDUSTRIAL

TYPE
NEW CONSTRUCTION

SIZE
35,000 SF

COST
6.2M USD

COMPLETION
AUGUST 2024

DURATION
12 MONTHS

OWNER/DEVELOPER

McNeil Industrial

ARCHITECT

Schemmer

RONCO TEAM

Mark Lawlor | Project Manager

Jason Kaeding | Superintendent

Ceri Klopp | Project Engineer

RONCO construction
ronco-construction.com
402-397-9109



New Age Manufacturing

2102 Chicago Avenue | Plattsmouth NE 68048

This 31,000 SF building with 24 FT clear height is the new manufacturing facility for New Age Manufacturing in Plattsmouth, Neb. It's constructed with pre-engineered metal and has a sleek exterior façade consisting of insulated metal panels. The building features 25,000 SF of manufacturing spacing with the remaining square footage as office space, reception and administration area, restrooms, and storage.

CATEGORY
INDUSTRIAL

TYPE
NEW CONSTRUCTION

SIZE
31,000 SF

COST
4.4M USD

COMPLETION
JANUARY 2024

DURATION
17 MONTHS

OWNER/DEVELOPER

New Age Manufacturing

ARCHITECT

Schemmer

RONCO TEAM

John Culver | Project Manager
Eric Craft | Superintendent
Trevor Siebe | Project Engineer

RONCO construction
ronco-construction.com
402-397-9109

Agreement Between Owner and Contractor For Construction Contract (Stipulated Price)

This Agreement is by and between City of Bellevue, Nebraska, a body corporate and politic ("Owner") and Ronco Construction ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of the Bellevue Police Department Training Building and associated work described in greater detail in the construction documents but generally located at 101 Cunningham Road Bellevue, Nebraska.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026-02 Bellevue Police Department Firing Range – Phase 2.

ARTICLE 3—ENGINEER

3.01 The Owner will assume all duties and responsibilities of Engineer, and have rights and authority assigned to Engineer in the Contract.

3.02 The project has been designed by the Owner's consultant R.W. Engineering & Surveying.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before June 1, 2027 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2027.

~~4.03 *Contract Times: Days*~~

~~A. The Work will be substantially complete within **[number]** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[number]** days after the date when the Contract Times commence to run.~~

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~~4.04 *Milestones*~~

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1 **[event & date/days]**~~

~~2. Milestone 2 **[event & date/days]**~~

~~3. Milestone 3 **[event & date/days]**~~

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.3.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

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ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $2,102,941.00.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st or 3rd Tuesday** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

A. All amounts not paid when due will bear interest at the rate of **one (1)** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. Insurance.
4. General Conditions.
5. Supplementary Conditions.
6. Supplemental Technical Specifications.
7. Specifications as listed in the table of contents of the project manual (copy of list attached).
8. Drawings (not attached but incorporated by reference) consisting of 43 sheets with each sheet bearing the following general title: Bellevue Police Training Facility.
9. Drawings listed on the attached sheet index.
~~10. Addenda (numbers [number] to [number], inclusive).~~
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
12. Equipment Assessment Certification
13. City of Bellevue's Affirmative Action Equal Employment Opportunity Policy Statement
    a. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement.

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14. **The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:**

    a. Application for Payment.

    b. Certificate of Substantial Completion.

    c. Work Change Directives.

    d. Change Orders.

    e. Field Orders.

    f. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

   Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

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procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

B. Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.

C. If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **October 7, 2026.**

Owner:	Contractor:
City of Bellevue	RONCO CONSTRUCTION
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: 9/28/26
(date signed)	*(date signed)*
Name: _____	Name: Zak Olsen
(typed or printed)	*(typed or printed)*
Title: _____	Title: president
(typed or printed)	*(typed or printed)*
Attest: _____	Attest: Dennis Per
(individual's signature)	*(individual's signature)*
Title: _____	Title: Estimating Director
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
1500 Wall Street	1717 North 74th Street
Bellevue, Nebraska 68005	Omaha, NE 68114
Attn: Legal Department	
Designated Representative:	Designated Representative:
Name: Ken Clary	Name: Jimmy Esola
(typed or printed)	*(typed or printed)*
Title: Chief of Police	Title: Project Manager
(typed or printed)	*(typed or printed)*
Address:	Address:
1510 Wall Street	1717 North 74th Street
Bellevue, Nebraska 68005	Omaha, NE 68114
Phone: _____	Phone: 402-397-9109
Email: _____	Email: jesola@ronco-construction.com
	License No.: _____
	(where applicable)
	State: NE

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EQUIPMENT ASSESSMENT CERTIFICATION

BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING INFORMATION MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on Bellevue Police Firing Range – Phase 2, except that acquired since the assessment date, has been assessed for taxation for the current year in _____.

Name of Company: Ronca Construction

Authorized Official: Zak Olsen, president

Signature

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2026

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

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

PRODUCER
Lakenan
890 Rozier Street
PO BOX 407
Sainte Genevieve MO 63670

CONTACT NAME:
PHONE (A/C, No, Ext): 573-883-7446 **FAX (A/C, No):** 573-883-3981
E-MAIL ADDRESS: coi@lakenan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CONTINENTAL CASUALTY COMPANY	20443
INSURER B : ARCH INSURANCE COMPANY	11150
INSURER C : TO BE DETERMINED	10690
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RONCCON-01
Ronco Construction Company, Inc.
1717 N. 74th Street
Omaha NE 68114

COVERAGES **CERTIFICATE NUMBER:** 1846438211 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			ZAGLB9270202	6/1/2026	6/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ZACAT9313702	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			*VARIOUS	6/1/2026	6/1/2027	EACH OCCURRENCE AGGREGATE 	$ 19,000,000 $ 19,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZAWCI9785502	6/1/2026	6/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Crime (inc ERISA) Leased/Rented Equipment			6052307236 7011889890	6/1/2026 6/1/2026	6/1/2027 6/1/2027	Limit Each Occurrence	1,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Excess Liability Coverage 06/01/26-06/01/27 - CARRIERS
Excess Liability Coverage $5,000,000 Each Occurrence/Aggregate Pol# 0314-3016, Allied World National Assurance Company
Excess Liability Coverage $4,000,000 Each Occurrence/Aggregate Pol# G48692734003, Illinois Union Insurance Co.
Excess Liability Coverage $10,000,000 Each Occurrence/Aggregate Pol# XSL-424970v-02, Westfield Specialty Insurance Co.
Professional Liability Coverage 03/06/26 - 03/06/27 Pol# 015137137, Lexington Insurance Co. $1,000,000 Each Claim / $4,000,000 Aggregate
Pollution Liability Coverage 03/06/26 - 03/06/27 Pol# 015137137, Lexington Insurance Co. $4,000,000 Each Claim / $4,000,000 Aggregate

See Attached...

CERTIFICATE HOLDER
City of Bellevue, Nebraska
1510 Wall Street
Bellevue NE 68005

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: RONCCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Lakenan	Ronco Construction Company, Inc. 1717 N. 74th Street Omaha NE 68114
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Project Name: 2026-02 Bellevue Police Department Firing Range – Phase 2

Complete Certificate Holder: City of Bellevue, Nebraska
The above General Liability policy provides Automatic Additional Insured including Ongoing and Completed Operations coverage to the certificate holder as required by written contract. The above General Liability provides coverage on a Primary and Non-Contributory basis as required by written contract. Where permitted by state law, the above General Liability policy provides a Waiver of Subrogation to the certificate holder as required by written contract. Where permitted by state law, the above Auto Liability policy provides a Waiver of Subrogation to the certificate holder as required by written contract. Where permitted by state law, the above Workers Compensation policy provides a Waiver of Subrogation to the certificate holder as required by written contract. A copy of which is available upon request. The above Excess Liability policy is follow form subject to policy forms and conditions.
The Certificate Holder is granted 30 days notice for cancellation other than non-payment but only to the extent provided in the Cancellation Clause Endorsement attached to the policy. A copy of which is available upon request.

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16f.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 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:

Closing of Project: (BPW 230307) Bluff Street Lift Station Rehabilitation CIPWW25(02)

SYNOPSIS/BACKGROUND:

On December 17, 2024 the Mayor and City Council approved the Bellevue Bluff Lift Station, with the original estimated cost of $796,671.00. The final cost of the project is $786,637.19 at closing, which is an under-run of ($10,033.81).

FISCAL IMPACT:: $786,637.19 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Judds Bros. Construction Co. INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW 230307 - Bluff Street Lift Station Rehabilitation

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bluff Street Lift Station Rehabilitation -CIPWW25(02)

START DATE: 11/05/2025 END DATE: 09/20/2026 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: Bluff Street Lift Station Replacement CIP PROJECT NUMBER: CIPWW25(02)

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

ACCOUNTING DISTRIBUTION CODE: WW25(02) ACCOUNT NUMBER: 7100

RECOMMENDATION:

Approve final payment application in the amount of $49,019.40. There is a decrease in this Change Order in the amount of ($10,033.81). Approve Bluff Street Lift Station Rehabilitation; Project as substantially complete, and accept final project quantities.

ATTACHMENTS:

1.	Certificate of Acceptance	2.	Final Pay Application	3.	Final Change Order
4.	Certificate of Substantial Completion	5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Aimee Bataillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Project Name:	City of Bellevue Bluff Street Lift Station Rehabilitation
Project Location:	16th Street & Bluff Street to 16th Street and Main Street
Engineer Project Number:	22-036
Contractor:	Judds Bros. Construction Co.
Final Completion Date:	9/18/2026
Bid Amount:	$796,671.00
Total Completion Cost:	$786,637.19

CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike

Chairperson and Members of City Council

City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as Bluff Street Lift Station Rehabilitation has been completed so that it may be used for the purpose for which is was intended. This certification is based on our professional judgement made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

_____

David Goedekin, PE

Public Works Director/City Engineer

memo

To: Epiphany Ramos
From: Lucas Billesbach
Date: 09.18.2026
Subject: Bellevue Bluff Street Lift Station Project Acceptance

The Work of the Bellevue Bluff Street Lift Station Project is acceptable subject to the provisions of the General Conditions and Supplementary Conditions.

Sincerely,

Embris Group, LLC



Lucas Billesbach,

Principal

memo

To: Judds Bros Construction Co., Attn: Kevin Steele
From: Lucas. C. Billesbach
Date: 08.21.2026
Subject: Initial Punch List Updates - Bellevue Bluff Street Lift Station Rehabilitation

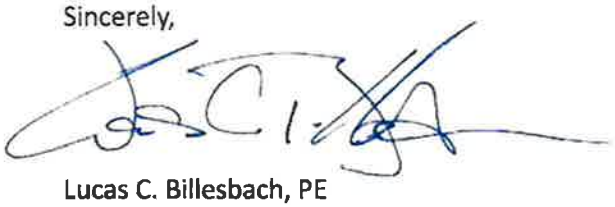
The following is a list of punch list items to be completed for the above referenced project. This list was generated by an independent review of the site by the Engineer during a site visit to document issues with Pump No. 1 and is being provided to the contractor to expedite work on the punch list items. A formal punch list walkthrough can be performed per the contract documents at the request and notification by the contractor that they believe they have achieved substantial completion. This formal walkthrough should include representatives from the contractor, owner, and engineer.

Punch List Items Observed August 20th, 2026:

1. ~~Final grading and seeding is needed around the concrete pad~~
2. ~~Wood fencing around the rear of the site needs installed. This needs to be coordinated with the adjacent property owner's original fence installer and pricing should be provided to city. It was expressed by owner's staff to square off the fencing on the south side and discuss with property owner the re-establishment of a gate south of the lift station.~~
3. ~~Form work needs removed.~~
4. ~~Box outs around electrical conduits needs to be backfilled with clean graded rock.~~
5. ~~Lift station needs to be anchored (at all four corners) to the concrete pad. Anchors should be utilized to pull the base of the lift station back into level.~~
6. ~~Doors of the closure do not align well and need corrected.~~
7. ~~Crane base was not installed per plans nor per provided detail. Needs resolution.~~
8. ~~Auxiliary heater needs to be provided for inside of station per specifications.~~
9. ~~Vibration in Pump No. 1 needs to be investigated and resolved.~~
10. ~~Pressure gauge on Pump No. 2 is not functioning and needs resolved.~~
11. ~~Bowls immediately before the vacuum prime pumps continue to fill with water and need resolved.~~
12. ~~There is an antennae wire that is not landed. Confirm with HOA.~~

~~13. Signal splitter for level in the wetwell needs to be installed. Signal needs repeated to city's SCADA system. Confirm with HOA.~~

Sincerely,



Lucas C. Billesbach, PE

Project Manager

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 6

To (Owner): City of Bellevue, NE	Application Period: June 25, 2026 to September 18, 2026	Application Date: 9/23/2026
Project: City of Bellevue Bluff Street Lift Station Rehabilitation	From (Contractor): Judds Bros. Construction Co.	Via (Engineer): Einbris Group
Owner's Contract No.:	Contract:	
	Contractor's Project No.: 80225	Engineer's Project No.: 22-036

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	$796,671.00
2. Net change by Change Orders	$	-$10,033.81
3. Current Contract Price (Line 1 ± 2)	$	$786,637.19
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$786,637.19
5. RETAINAGE:		
a. X $786,637.19 Work Completed	$	
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$786,637.18
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$640,538.99
8. AMOUNT DUE THIS APPLICATION	$	$146,098.19
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
Kim Stutz	09/23/2026

Payment of: $ $146,098.19
(Line 8 or other - attach explanation of the other amount)

is recommended by: Andy Larkin 9-23-2026
(Engineer) (Date)

Payment of: $ $146,098.19
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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9/25/26
Explanary Rems

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)	City of Bellevue Bluff Street Lift Station Rehabilitation							Application Number:	6		
Application Period:	June 25, 2026 to September 18, 2026							Application Date:	9/23/2026		
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
1	MOBILIZATION/DEMOBILIZATION	1.00	LS	$30,000.00	$30,000.00	1.00	$30,000.00		$30,000.00	100%	
2	PROVIDE TEMPORARY TRAFFIC	1.00	LS	$6,000.00	$6,000.00	1.00	$6,000.00		$6,000.00	100%	
3	INSTALL SILT FENCE	100.00	LF	$6.00	$600.00	100.00	$600.00		$600.00	100%	
4	INSTALL INLET PROTECTION	6.00	EA	$300.00	$1,800.00	6.00	$1,800.00		$1,800.00	100%	
5	CLEARING AND GRUBBING - GENERAL	1.00	LS	$6,000.00	$6,000.00	1.00	$6,000.00		$6,000.00	100%	
6	REMOVE PAVEMENT	207.00	SY	$35.00	$7,245.00	207.00	$7,245.00		$7,245.00	100%	
7	RECEIVING MANHOLE LINING (48")	13.00	VF	$500.00	$6,500.00	13.00	$6,500.00		$6,500.00	100%	
8	EXTERNAL CHIMNEY SEAL	1.00	EA	$750.00	$750.00	1.00	$750.00		$750.00	100%	
9	ABANDON 8" FORCEMAIN	787.00	LF	$3.00	$2,361.00	787.00	$2,361.00		$2,361.00	100%	
10	RESET MANHOLE LID & FRAME	1.00	EA	$400.00	$400.00	1.00	$400.00		$400.00	100%	
11	REMOVE CURB	73.00	LF	$15.00	$1,095.00	73.00	$1,095.00		$1,095.00	100%	
12	REMOVE SIDEWALK	292.00	SF	$10.00	$2,920.00	292.00	$2,920.00		$2,920.00	100%	
13	REMOVE FENCE	73.00	LF	$15.00	$1,095.00	73.00	$1,095.00		$1,095.00	100%	
14	REMOVE & ABANDON EXISTING LIFT	1.00	LS	$19,000.00	$19,000.00	1.00	$19,000.00		$19,000.00	100%	
15	REMOVE & REPLACE STOP SIGN	1.00	LS	$350.00	$350.00	1.00	$350.00		$350.00	100%	
16	SUBSURFACE UTILITY EXCAVATIONS	1.00	LS	$5,000.00	$5,000.00	1.00	$5,000.00		$5,000.00	100%	
17	INSTALL TEMPORARY BYPASS PUMPING	1.00	LS	$65,000.00	$65,000.00	1.00	$65,000.00		$65,000.00	100%	
18	INSTALL SPRAY LINING IN EXISTING 84" WETWELL	21.00	VF	$1,000.00	$21,000.00	21.00	$21,000.00		$21,000.00	100%	
19	CONSTRUCT 8" CERTA-LOK DR 18	74.00	LF	$400.00	$29,600.00	74.00	$29,600.00		$29,600.00	100%	
20	CONSTRUCT 8" CERTA-LOK DR 18 TRENCHLESS	717.00	LF	$175.00	$125,475.00	717.00	$125,475.00		$125,475.00	100%	
21	INSTALL CERTA-LOK 45D BEND	2.00	EA	$175.00	$350.00	2.00	$350.00		$350.00	100%	
22	INSTALL CERTA-LOK 90D BEND	1.00	EA	$350.00	$350.00	1.00	$350.00		$350.00	100%	
23	INSTALL CERTA-LOK INTERNAL DROP	1.00	LS	$2,000.00	$2,000.00	1.00	$2,000.00		$2,000.00	100%	
24	CONNECT FORCEMAIN TO EXISTING MANHOLE	1.00	EA	$5,000.00	$5,000.00	1.00	$5,000.00		$5,000.00	100%	
25	CIPP LINE 15" SANITARY MAIN	36.00	LF								
26	CONSTRUCT 7" THICK REINFORCED CONC PAD	28.00	SY	$350.00	$9,800.00	28.00	$9,800.00		$9,800.00	100%	
27	INSTALL 60" BOLLARD	4.00	EA	$750.00	$3,000.00	4.00	$3,000.00		$3,000.00	100%	
28	INSTALL LIFT STATION PUMPS AND PIPING	1.00	LS	$295,000.00	$295,000.00	1.00	$295,000.00		$295,000.00	100%	
29	INSTALL ELECTRICAL - COMPLETE	1.00	LS	$75,000.00	$75,000.00	1.00	$75,000.00		$75,000.00	100%	
30	CONTROLS INTEGRATION - COMPLETE	1.00	LS	$22,500.00	$22,500.00	1.00	$22,500.00		$22,500.00	100%	
31	CONSTRUCT 6" COMBINATION CURB & GUTTER	106.00	LF	$50.00	$5,300.00	106.00	$5,300.00		$5,300.00	100%	
32	CONSTRUCT 9" CONCRETE PAVEMENT	179.00	SY	$140.00	$25,060.00	179.00	$25,060.00		$25,060.00	100%	
33	CONSTRUCT 5" THICK SIDEWALK	292.00	SF	$10.00	$2,920.00	292.00	$2,920.00		$2,920.00	100%	
34	CONSTRUCT CURB RAMP	36.00	SF	$10.00	$360.00	36.00	$360.00		$360.00	100%	
35	INSTALL DETECTABLE WARNING PANEL	16.00	SF	$120.00	$1,920.00	16.00	$1,920.00		$1,920.00	100%	
36	SUBGRADE PREPARATION	84.00	SY	$50.00	$4,200.00	84.00	$4,200.00		$4,200.00	100%	
37	INSTALL SODDING	84.00	SY	$80.00	$6,720.00	84.00	$6,720.00		$6,720.00	100%	
38	INSTALL ROLLED EROSION CONTROL & SEEDING	0.50	AC	$10,000.00	$5,000.00	0.50	$5,000.00		$5,000.00	100%	
39	Change Order No 2	1.00	LS	-$10,033.81	-$10,033.81	1.00	-$10,033.81		-$10,033.81	100%	
	Totals				$786,637.19		$786,637.19		$786,637.19	100.0%	

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9/23/26

Stored Material Summary

Contractor's Application

For (Contract)	City of Bellevue Bluff Street Lift Station Rehabilitation							Application Number:	5		
Application Period:	June 25, 2026 to September 18, 2026							Application Date:	9/23/2026		
A		B	C		D		E	F			G
					Stored Previously				Incorporated in Work		
Bid Item No	Supplier Invoice No	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
				Totals							

9/23/26
GR

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CHANGE ORDER NO.: 2

Owner:	City of Bellevue	Owner's Project No.:	
Engineer:	Embris Group, LLC	Engineer's Project No.:	22-036
Contractor:	Judds Bros. Construction Co.	Contractor's Project No.:	
Project:	Bluff Street Lift Station Rehabilitation		
Contract Name:	Bluff Street Lift Station Rehabilitation		
Date Issued:	09/21/2026	Effective Date of Work Change Directive:	09/21/2026

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

Description:

Update to contract price to account for additional work provided and final field measurements of quantities.

Attachments:

1. **Summary List of Quantity Changes.pdf**
2. **Field Measured Quantity Changes.pdf**
3. **Additional Work.pdf**

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 796,671.00	Original Contract Times: Substantial Completion: August 31, 2025 Ready for final payment: September 20, 2025
No Change from Original Contract Price to previously approved Change Orders No. 1: $ 0	**Increase** from original contract times to previously approved Change Orders No.1: Substantial Completion: May 31, 2026 Ready for final payment: June 15, 2026
Contract Price prior to this Change Order: $ 796,671.00	Contract Times prior to this Change Order: Substantial Completion: May 31, 2026 Ready for final payment: June 15, 2026
Decrease this Change Order: $ (10,033.81)	**No Change** this Change Order: Substantial Completion: May 31, 2026 Ready for final payment: June 15, 2026
Contract Price incorporating this Change Order: $ 786,637.19	Contract Times with all approved Change Orders: Substantial Completion: May 31, 2026 Ready for final payment: June 15, 2026

Recommended by Engineer (if required)	Accepted by Contractor
By: Lucas Billesbach	Kim Stutz
Title: Project Manager	PRESIDENT
Date: 09/21/2026	09/23/2026
Authorized by Owner	
By: Chrysanne Reeves 9/23/26	X
Title: DW Superintendent	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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	Change Order No. 2				
2.1	89-0100 Road Settlement	1.00	LS	3,866.80	3,866.80
2.2	89-0200 Storm Sewer Conflict	1.00	LS	489.79	489.79
2.3	89-0300 SS Pipe Vent	1.00	LS	3,039.72	3,039.72
2.4	89-0400 Impeller	1.00	LS	11,905.60	11,905.60
2.5	89-0500 Thern Base	1.00	LS	(1,120.72)	(1,120.72)
2.6	SILT FENCE - UNUSED QUANTITY	-100.00	LF	6.00	(600.00)
2.7	REMOVE PAVEMENT - UNUSED QUANTITY	-95.00	SY	35.00	(3,325.00)
2.8	REMOVE CURB - UNUSED QUANTITY	-28.00	LF	15.00	(420.00)
2.9	REMOVE SIDEWALK - UNUSED QUANTITY	-196.00	SF	10.00	(1,960.00)
2.10	CONSTRUCT 6" COMBINATION CURB AND GUTTER - UNUSED QUANTITY	-61.00	LF	50.00	(3,050.00)
2.11	CONSTRUCT 9" CONCRETE PAVEMENT - UNUSED QUANTITY	-59.00	SY	140.00	(8,260.00)
2.12	CONSTRUCT 5" THICK SIDEWALK - UNUSED QUANTITY	-136.00	SF	10.00	(1,360.00)
2.13	CONSTRUCT CURB RAMP - ADDED QUANTITY	36.00	SF	10.00	360.00
2.14	INSTALL DETECTABLE WARNING PANEL - ADDED QUANTITY	16.00	SF	120.00	1,920.00
2.15	SUBGRADE PREPERATION - UNUSED QUANTITY	-46.00	SY	50.00	(2,300.00)
2.16	INSTALL SODDING - UNUSED QUANTITY	-84.00	SY	80.00	(6,720.00)
2.17	INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B - UNUSED QUANTITY	-0.25	AC	10,000.00	(2,500.00)
				Change Order Totals	**$ (10,033.81)**

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Bellevue, NE	Owner's Project No.:	
Engineer:	Embris Group, LLC	Engineer's Project No.:	22-036
Contractor:	Judds Bros. Construction Co.	Contractor's Project No.:	80225
Project:	City of Bellevue Bluff Street Lift Station Rehabilitation		
Contract Name:	City of Bellevue Bluff Street Lift Station Rehabilitation		

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **6/16/26**

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

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

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

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

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

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

Punch List

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

Engineer

By *(signature)*: 

Name *(printed)*: Lucas Billesbach

Title: Principal

EJCDC® C-625, Certificate of Substantial Completion.
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16g.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 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:

Closing Project: BPW211123 Haworth Park Sanitary Improvements CIPWW25(03)

SYNOPSIS/BACKGROUND:

On January 21, 2025 the Mayor and City Council approved the Haworth Park Sanitary Improvements Agreement with Heimes Corp. for the original estimated cost of $2,689,482.25. The final cost of the project is $2,288,459.02 at closing, which is an under-run of ($59,573.08).

FISCAL IMPACT:: $2,288,459.02 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Heimes Corp. INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW 211123 - Haworth Park Sanitary Sewer Improvements

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Haworh Park Sanitary Sewer Improvements -CIPWW25(03)

START DATE: 03/01/2025 END DATE: 09/26/2026 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: Haworh Park Sanitary Sewer Improvements CIP PROJECT NUMBER: CIPWW25(03)

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

ACCOUNTING DISTRIBUTION CODE: WW25(03) ACCOUNT NUMBER: 7000

RECOMMENDATION:

Approve the final payment application in the amount of $183,061.60 for Heimes Corp. There is a decrease in this Change Order in the amount of ($59,573.08). Approve Haworth Park Sanitary Sewer Improvements Project as substantially complete, and accept final project quantities.

ATTACHMENTS:

1.	Certificate of Acceptance	2.	Final Pay Application	3.	Final Change Order
4.	Certificate of Substantial Completion	5.	Notice of Acceptability of Work	6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

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

We Influence The World!

Project Name:	Haworth Park Sanitary Sewer Improvements
Project Location:	Haworth Park, City of Bellevue
BPW Project No.	BPW-211123
Contractor:	Heimes Corp.
Final Completion Date:	August 24, 2026
Bid Amount:	$2,689,482.25
Total Completion Cost:	$2,288,459.02

CERTIFICATE OF ACCEPTANCE

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

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

_____

David Goedeken
Public Works Director

BPW 211123 9/24/26 Epiphany Room
P2025-1716

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Bellevue
1510 Wall Street
Bellevue, NE

PROJECT: Bellevue Haworth Park Sanitary
2502 Payne Drive
Bellevue, NE

APPLICATION NO: 13RET
PERIOD TO: 7/15/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Heimes Corp.
9144 S 147th Street
Omaha, NE 68138

VIA (ARCHITECT): HDR Engineering
1917 S 67th Street
Omaha, NE

ARCHITECT'S PROJECT NO: BPW-211123

CONTRACT FOR: 254460 Site Util

CONTRACT DATE: 1/21/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	2,689,482.25
2. Net Change by Change Orders	$	-341,450.15
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	2,348,032.10
4. TOTAL COMPLETED AND STORED TO DATE	$	2,288,459.02
5. RETAINAGE:		
a. 0.00 % of Completed Work	$	0.00
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,288,459.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,105,397.42
8. CURRENT PAYMENT DUE	$	183,061.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	59,573.08

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	57,933.29	-399,383.44
Total approved this Month	0.00	0.00
TOTALS	57,933.29	-399,383.44
NET CHANGES by Change Order		-341,450.15

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Heimes Corp.
9144 S 147th Street Omaha, NE 68138

By: Brenda Koster Contract Admin Date: 07/15/2026

GENERAL NOTARY-State of Nebraska
BRETT POTTER
My Comm. Exp. November 17, 2026

State of: NE
County of: Sarpy
Subscribed and Sworn to before me this 15th Day of July 20 26
Notary Public: Brett Potter
My Commission expires: Nov 17, 2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 183,061.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Scott Schmoker Date: 9.24.2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

X
Matt K. (Per Dave G- 9/24/2026)

9/24/26 Epiphany Parks

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Bellevue
1510 Wall Street
Bellevue, NE

PROJECT: Bellevue Haworth Park Sanitary
2502 Payne Drive
Bellevue, NE

APPLICATION NO: 13RET
PERIOD TO: 7/15/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Heimes Corp.
9144 S 147th Street
Omaha, NE 68138

VIA (ARCHITECT): HDR Engineering
1917 S 67th Street
Omaha, NE

ARCHITECT'S PROJECT NO: BPW-211123

CONTRACT FOR: 254460 Site Util

CONTRACT DATE: 1/21/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	114,960.00	114,960.00	0.00	0.00	114,960.00	100.00	0.00	0.00
2	SWPPP Mainentance Allowance	12,000.00	0.00	0.00	0.00	0.00	0.00	12,000.00	0.00
3	Temporary Traffic Control	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	0.00
4	Clearing And Grubbing	15,660.00	15,660.00	0.00	0.00	15,660.00	100.00	0.00	0.00
5	Remove Tree	912.00	912.00	0.00	0.00	912.00	100.00	0.00	0.00
6	Install SWPPP Notification Sign	635.00	0.00	0.00	0.00	0.00	0.00	635.00	0.00
7	Install Silt Fence	8,008.00	7,088.00	0.00	0.00	7,088.00	88.51	920.00	0.00
8	Construction Entrance	14,532.00	14,532.00	0.00	0.00	14,532.00	100.00	0.00	0.00
CO2 8	Construction Entrance	-2,076.00	-2,076.00	0.00	0.00	-2,076.00	100.00	0.00	0.00
9	Concrete Washout	1,592.00	1,592.00	0.00	0.00	1,592.00	100.00	0.00	0.00
10	Remove SWPPP Sign	85.00	0.00	0.00	0.00	0.00	0.00	85.00	0.00
11	Remove Silt Fence	4,004.00	3,544.00	0.00	0.00	3,544.00	88.51	460.00	0.00
12	Remove Construction Entrance	2,975.00	850.00	0.00	0.00	850.00	28.57	2,125.00	0.00
CO2 12	Remove Construction Entrance	-425.00	-425.00	0.00	0.00	-425.00	100.00	0.00	0.00
13	Remove Concrete Washout	500.00	500.00	0.00	0.00	500.00	100.00	0.00	0.00
14	Remove Topsoil	10,557.00	10,557.00	0.00	0.00	10,557.00	100.00	0.00	0.00
15	Place Topsoil	14,076.00	14,076.00	0.00	0.00	14,076.00	100.00	0.00	0.00
16	Install Seeding - Type B	4,089.00	4,089.00	0.00	0.00	4,089.00	100.00	0.00	0.00
17	Install Rolled Erosion Control - Type I	14,976.00	14,976.00	0.00	0.00	14,976.00	100.00	0.00	0.00
18	Saw Cut - Full Depth	1,162.00	1,162.00	0.00	0.00	1,162.00	100.00	0.00	0.00
CO2 18	Saw Cut - Full Depth	56.00	56.00	0.00	0.00	56.00	100.00	0.00	0.00

9/24/24 Epiphany Rams

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Bellevue
1510 Wall Street
Bellevue, NE

PROJECT: Bellevue Haworth Park Sanitary
2502 Payne Drive
Bellevue, NE

APPLICATION NO: 13RET
PERIOD TO: 7/15/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Heimes Corp.
9144 S 147th Street
Omaha, NE 68138

VIA (ARCHITECT): HDR Engineering
1917 S 67th Street
Omaha, NE

ARCHITECT'S PROJECT NO: BPW-211123

CONTRACT FOR: 254460 Site Util

CONTRACT DATE: 1/21/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
19	Remove Wetland Topsoil	7,456.80	7,456.80	0.00	0.00	7,456.80	100.00	0.00	0.00
20	Place Wetland Topsoil	10,324.80	10,324.80	0.00	0.00	10,324.80	100.00	0.00	0.00
21	Install Wetlands Seeding	4,302.00	4,302.00	0.00	0.00	4,302.00	100.00	0.00	0.00
22	Modify Lift Station	8,705.00	8,705.00	0.00	0.00	8,705.00	100.00	0.00	0.00
23	Abandon Valve Vault	2,040.00	2,040.00	0.00	0.00	2,040.00	100.00	0.00	0.00
24	Abandon Lift Station	3,296.00	3,296.00	0.00	0.00	3,296.00	100.00	0.00	0.00
25	Remove 12in Sewer Pipe	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	0.00
26	Remove Pavement	1,584.00	0.00	0.00	0.00	0.00	0.00	1,584.00	0.00
27	Remove Sidewalk	281.00	281.00	0.00	0.00	281.00	100.00	0.00	0.00
28	Remove Mixed Use Trail	918.00	918.00	0.00	0.00	918.00	100.00	0.00	0.00
CO2 28	Remove Mixed Use Trail	1,687.50	769.50	0.00	0.00	769.50	45.60	918.00	0.00
29	8in Concrete Pavement (Type L65)	7,434.00	0.00	0.00	0.00	0.00	0.00	7,434.00	0.00
30	6in Concrete Pavement (Type L65)	4,520.00	1,808.00	0.00	0.00	1,808.00	40.00	2,712.00	0.00
31	7in Concrete Driveway (Type L65)	19,008.00	19,008.00	0.00	0.00	19,008.00	100.00	0.00	0.00
32	6in PCC Sidewalk	4,515.00	3,030.00	0.00	0.00	3,030.00	67.11	1,485.00	0.00
33	6in PCC Multi-Use Trail	7,350.00	7,350.00	0.00	0.00	7,350.00	100.00	0.00	0.00
CO2 33	6in PCC Multi-Use Trail	7,665.00	7,665.00	0.00	0.00	7,665.00	100.00	0.00	0.00
34	Construct Levee Gate	6,311.00	6,311.00	0.00	0.00	6,311.00	100.00	0.00	0.00
35	Lift Station Building Pumps Piping Complete	691,280.00	691,280.00	0.00	0.00	691,280.00	100.00	0.00	0.00
36	6in Sanitary Pipe Plug	204.00	204.00	0.00	0.00	204.00	100.00	0.00	0.00

9/24/26 Epiphany Rams

AIA Type Document
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ARCHITECT'S PROJECT NO: BPW-211123

CONTRACT FOR: 254460 Site Util

CONTRACT DATE: 1/21/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO2 36	6in Sanitary Pipe Plug	-102.00	-102.00	0.00	0.00	-102.00	100.00	0.00	0.00
37	6X6 Sanitary Wye	615.00	615.00	0.00	0.00	615.00	100.00	0.00	0.00
CO2 37	6X6 Sanitary Wye	-205.00	-205.00	0.00	0.00	-205.00	100.00	0.00	0.00
38	6in 45 Deg Elbow	336.00	336.00	0.00	0.00	336.00	100.00	0.00	0.00
39	Remove Sewer Tank - Concession	3,115.00	3,115.00	0.00	0.00	3,115.00	100.00	0.00	0.00
40	Connect Lateral - Concession	2,409.00	2,409.00	0.00	0.00	2,409.00	100.00	0.00	0.00
41	Remove Tank - Offices	3,115.00	3,115.00	0.00	0.00	3,115.00	100.00	0.00	0.00
42	Connect Lateral - Offices	2,267.00	2,267.00	0.00	0.00	2,267.00	100.00	0.00	0.00
43	Connect Existing Pipe	2,571.00	2,571.00	0.00	0.00	2,571.00	100.00	0.00	0.00
44	Construct Flowable Fill Pipe Bedding-Estb	49,680.00	49,680.00	0.00	0.00	49,680.00	100.00	0.00	0.00
CO2 44	Construct Flowable Fill Pipe Bedding-Estb	-14,076.00	-14,076.00	0.00	0.00	-14,076.00	100.00	0.00	0.00
45	3in Crushed Rock Trench Stabilization	540.00	540.00	0.00	0.00	540.00	100.00	0.00	0.00
46	Geotextile Fabric	140.00	140.00	0.00	0.00	140.00	100.00	0.00	0.00
47	6in PVC Sanitary Sewer Pipe	32,333.00	32,333.00	0.00	0.00	32,333.00	100.00	0.00	0.00
CO2 47	6in PVC Sanitary Sewer Pipe	-8,742.00	-8,742.00	0.00	0.00	-8,742.00	100.00	0.00	0.00
48	8in PVC Sanitary Sewer Pipe	17,358.00	17,358.00	0.00	0.00	17,358.00	100.00	0.00	0.00
49	Bore And Jack 12in Steel Casing	164,900.00	164,900.00	0.00	0.00	164,900.00	100.00	0.00	0.00
50	Horizontal Directionally Drilled 6in Sewer	30,720.00	19,200.00	0.00	0.00	19,200.00	62.50	11,520.00	0.00
51	Construct 4in Force Main	32,100.00	32,100.00	0.00	0.00	32,100.00	100.00	0.00	0.00
52	Hdd 4in Force Main	12,720.00	12,720.00	0.00	0.00	12,720.00	100.00	0.00	0.00

9/24/26 epiphany loans

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Bellevue
1510 Wall Street
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9144 S 147th Street
Omaha, NE 68138

VIA (ARCHITECT): HDR Engineering
1917 S 67th Street
Omaha, NE

ARCHITECT'S PROJECT NO: BPW-211123

CONTRACT FOR: 254460 Site Util

CONTRACT DATE: 1/21/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
53	4in Force Main Inside Existing Pipe	5,100.00	5,100.00	0.00	0.00	5,100.00	100.00	0.00	0.00
54	4in 45 Deg Elbow	2,220.00	2,220.00	0.00	0.00	2,220.00	100.00	0.00	0.00
55	4in 11.25 Deg Elbow	215.00	215.00	0.00	0.00	215.00	100.00	0.00	0.00
56	4in Force Main Inside Manhole	8,554.00	8,554.00	0.00	0.00	8,554.00	100.00	0.00	0.00
57	54in Sanitary Manhole	12,865.37	12,865.37	0.00	0.00	12,865.37	100.00	0.00	0.00
58	Air Release Manhole	12,260.00	12,260.00	0.00	0.00	12,260.00	100.00	0.00	0.00
59	Construction Cleanout	5,940.00	5,940.00	0.00	0.00	5,940.00	100.00	0.00	0.00
CO2 59	Construction Cleanout	-1,980.00	-1,980.00	0.00	0.00	-1,980.00	100.00	0.00	0.00
60	4in Sanitary Manhole Tap	729.00	729.00	0.00	0.00	729.00	100.00	0.00	0.00
61	6in Sanitary Manhole Tap	746.00	746.00	0.00	0.00	746.00	100.00	0.00	0.00
CO2 61	6in Sanitary Manhole Tap	-746.00	-746.00	0.00	0.00	-746.00	100.00	0.00	0.00
62	8in Sanitary Manhole Tap	774.00	774.00	0.00	0.00	774.00	100.00	0.00	0.00
63	8in Concrete Collar	578.00	578.00	0.00	0.00	578.00	100.00	0.00	0.00
64	6in Concrete Collar	553.00	553.00	0.00	0.00	553.00	100.00	0.00	0.00
CO2 64	6in Concrete Collar	-553.00	-553.00	0.00	0.00	-553.00	100.00	0.00	0.00
65	4in Concrete Collar	545.00	545.00	0.00	0.00	545.00	100.00	0.00	0.00
66	External Frame Seal	2,658.00	2,658.00	0.00	0.00	2,658.00	100.00	0.00	0.00
CO2 66	External Frame Seal	-886.00	-886.00	0.00	0.00	-886.00	100.00	0.00	0.00
67	Construct Manhole Ring & Collar	5,004.00	5,004.00	0.00	0.00	5,004.00	100.00	0.00	0.00
CO2 67	Construct Manhole Ring & Collar	-1,668.00	-1,668.00	0.00	0.00	-1,668.00	100.00	0.00	0.00
68	Cured Inplace Pipe Liner - Gravity Sewer 8in	53,680.00	53,680.00	0.00	0.00	53,680.00	100.00	0.00	0.00

9/24/26 Epiphany Palmer

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Bellevue
1510 Wall Street
Bellevue, NE

PROJECT: Bellevue Haworth Park Sanitary
2502 Payne Drive
Bellevue, NE

APPLICATION NO: 13RET
PERIOD TO: 7/15/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Heimes Corp.
9144 S 147th Street
Omaha, NE 68138

VIA (ARCHITECT): HDR Engineering
1917 S 67th Street
Omaha, NE

ARCHITECT'S PROJECT NO: BPW-211123

CONTRACT FOR: 254460 Site Util

CONTRACT DATE: 1/21/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO2 68	Cured Inplace Pipe Liner - Gravity Sewer 8in	-28,792.00	-28,792.00	0.00	0.00	-28,792.00	100.00	0.00	0.00
CO268A	Cured Inplace Pipe Liner - Gravity Sewer 8in	5,192.00	5,192.00	0.00	0.00	5,192.00	100.00	0.00	0.00
69	Sewer Spot Repair	16,505.00	16,505.00	0.00	0.00	16,505.00	100.00	0.00	0.00
70	Install 8in Gate Valve & Manhole	18,432.00	18,432.00	0.00	0.00	18,432.00	100.00	0.00	0.00
71	Line Manhole	18,315.08	3,933.60	0.00	0.00	3,933.60	21.48	14,381.48	0.00
CO2 71	Line Manhole	-4,410.40	0.00	0.00	0.00	0.00	0.00	-4,410.40	0.00
72	Perform CCTV Pipe Inspection	5,492.00	5,492.00	0.00	0.00	5,492.00	100.00	0.00	0.00
CO2 72	Perform CCTV Pipe Inspection	-920.00	-920.00	0.00	0.00	-920.00	100.00	0.00	0.00
73	Dewatering	623,893.00	623,893.00	0.00	0.00	623,893.00	100.00	0.00	0.00
74	Abandon Existing Valve	445.00	445.00	0.00	0.00	445.00	100.00	0.00	0.00
75	Construct Bypass Connection Assembly	12,838.00	12,838.00	0.00	0.00	12,838.00	100.00	0.00	0.00
76	6in 22.5 Deg Bend	202.00	202.00	0.00	0.00	202.00	100.00	0.00	0.00
CO2 76	6in 22.5 Deg Bend	-202.00	-202.00	0.00	0.00	-202.00	100.00	0.00	0.00
77	Pig Launching Station	7,724.00	0.00	0.00	0.00	0.00	0.00	7,724.00	0.00
78	8' Dia Lift Station Wet Well Complete	203,044.00	203,044.00	0.00	0.00	203,044.00	100.00	0.00	0.00
79	Railroad Flagger	6,925.00	6,925.00	0.00	0.00	6,925.00	100.00	0.00	0.00
CO2 79	Railroad Flagger	-6,925.00	-6,925.00	0.00	0.00	-6,925.00	100.00	0.00	0.00
1B	Mobilization (5% Total Bid)	15,711.00	15,711.00	0.00	0.00	15,711.00	100.00	0.00	0.00
CO2 1B	Mobilization (5% Total Bid)	-15,711.00	-15,711.00	0.00	0.00	-15,711.00	100.00	0.00	0.00
2B	SWPPP Mainentance Allowance	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00

9/24/26 Epiphany Perm

TO (OWNER): City of Bellevue
1510 Wall Street
Bellevue, NE

PROJECT: Bellevue Haworth Park Sanitary
2502 Payne Drive
Bellevue, NE

APPLICATION NO: 13RET
PERIOD TO: 7/15/2026

DISTRIBUTION TO:
_ OWNER
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_ CONTRACTOR

FROM (CONTRACTOR): Heimes Corp.
9144 S 147th Street
Omaha, NE 68138

VIA (ARCHITECT): HDR Engineering
1917 S 67th Street
Omaha, NE

ARCHITECT'S PROJECT NO: BPW-211123

CONTRACT FOR: 254460 Site Util

CONTRACT DATE: 1/21/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO2 2B	SWPPP Mainentance Allowance	-3,000.00	-3,000.00	0.00	0.00	-3,000.00	100.00	0.00	0.00
3B	Install Silt Fence	680.00	680.00	0.00	0.00	680.00	100.00	0.00	0.00
CO2 3B	Install Silt Fence	-680.00	-680.00	0.00	0.00	-680.00	100.00	0.00	0.00
4B	Remove Silt Fence	340.00	340.00	0.00	0.00	340.00	100.00	0.00	0.00
CO2 4B	Remove Silt Fence	-340.00	-340.00	0.00	0.00	-340.00	100.00	0.00	0.00
5B	Remove Topsoil	1,334.00	1,334.00	0.00	0.00	1,334.00	100.00	0.00	0.00
CO2 5B	Remove Topsoil	-1,334.00	-1,334.00	0.00	0.00	-1,334.00	100.00	0.00	0.00
6B	Place Topsoil	2,001.00	2,001.00	0.00	0.00	2,001.00	100.00	0.00	0.00
CO2 6B	Place Topsoil	-2,001.00	-2,001.00	0.00	0.00	-2,001.00	100.00	0.00	0.00
7B	Install Seeding - Type B	667.00	667.00	0.00	0.00	667.00	100.00	0.00	0.00
CO2 7B	Install Seeding - Type B	-667.00	-667.00	0.00	0.00	-667.00	100.00	0.00	0.00
8B	Install Rolled Erosion Control - Type I	1,334.00	1,334.00	0.00	0.00	1,334.00	100.00	0.00	0.00
CO2 8B	Install Rolled Erosion Control - Type I	-1,334.00	-1,334.00	0.00	0.00	-1,334.00	100.00	0.00	0.00
9B	Construct 3in Copper Type K Pipe	100,408.00	100,408.00	0.00	0.00	100,408.00	100.00	0.00	0.00
CO2 9B	Construct 3in Copper Type K Pipe	-100,408.00	-100,408.00	0.00	0.00	-100,408.00	100.00	0.00	0.00
10B	Bore And Jack 6in Steel Casing	145,935.00	145,935.00	0.00	0.00	145,935.00	100.00	0.00	0.00
CO2 10B	Bore And Jack 6in Steel Casing	-145,935.00	-145,935.00	0.00	0.00	-145,935.00	100.00	0.00	0.00
CO2 10BC	Steel Casing Materials	5,820.95	5,820.95	0.00	0.00	5,820.95	100.00	0.00	0.00
11B	3in 90 Deg Bend	6,087.00	6,087.00	0.00	0.00	6,087.00	100.00	0.00	0.00
CO2 11B	3in 90 Deg Bend	-6,087.00	-6,087.00	0.00	0.00	-6,087.00	100.00	0.00	0.00
12B	3in 11.25 Deg Bend	542.00	542.00	0.00	0.00	542.00	100.00	0.00	0.00

9/24/26 Epiphany Rams

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Bellevue
1510 Wall Street
Bellevue, NE

PROJECT: Bellevue Haworth Park Sanitary
2502 Payne Drive
Bellevue, NE

APPLICATION NO: 13RET
PERIOD TO: 7/15/2026

DISTRIBUTION TO:
_ OWNER
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_ CONTRACTOR

FROM (CONTRACTOR): Heimes Corp.
9144 S 147th Street
Omaha, NE 68138

VIA (ARCHITECT): HDR Engineering
1917 S 67th Street
Omaha, NE

ARCHITECT'S PROJECT NO: BPW-211123

CONTRACT FOR: 254460 Site Util

CONTRACT DATE: 1/21/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO2 12B	3in 11.25 Deg Bend	-542.00	-542.00	0.00	0.00	-542.00	100.00	0.00	0.00
13B	4X3 Reducer	1,286.00	1,286.00	0.00	0.00	1,286.00	100.00	0.00	0.00
CO2 13B	4X3 Reducer	-1,286.00	-1,286.00	0.00	0.00	-1,286.00	100.00	0.00	0.00
14B	Install Temporary Cap	316.00	316.00	0.00	0.00	316.00	100.00	0.00	0.00
CO2 14B	Install Temporary Cap	-316.00	-316.00	0.00	0.00	-316.00	100.00	0.00	0.00
15B	3in Ball Valve And Manhole	19,370.20	19,370.20	0.00	0.00	19,370.20	100.00	0.00	0.00
CO2 15B	3in Ball Valve And Manhole	-19,370.20	-19,370.20	0.00	0.00	-19,370.20	100.00	0.00	0.00
16B	8in X4in Water Main Tap - Md	3,063.00	3,063.00	0.00	0.00	3,063.00	100.00	0.00	0.00
CO2 16B	8in X4in Water Main Tap - Md	-3,063.00	-3,063.00	0.00	0.00	-3,063.00	100.00	0.00	0.00
CO2 17	Demob, Admin	12,911.00	12,911.00	0.00	0.00	12,911.00	100.00	0.00	0.00
CO1	Water Line Changes	-24,600.84	-24,600.84	0.00	0.00	-24,600.84	100.00	0.00	0.00
CO2	Water Line Changes	24,600.84	24,600.84	0.00	0.00	24,600.84	100.00	0.00	0.00
	REPORT TOTALS	$2,348,032.10	$2,288,459.02	$0.00	$0.00	$2,288,459.02	97.46	$59,573.08	$0.00

CHANGE ORDER NO.: 4 - FINAL

Owner: **City of Bellevue, Nebraska**
Engineer: HDR
Contractor: Heimes Corp.
Project: **Haworth Park Sanitary Sewer Improvements**

Owner's Project No.: BPW-211123
Engineer's Project No.: 10330939
Contractor's Project No.:

Date Issued: September 24, 2026

Effective Date: September 24, 2026

The Contract is modified as follows upon execution of this Change Order: See Description below.

Description:

1. **Reconcile the Contract Price with the Final Installed Quantities.**
2. **Revise the contract completion dates for Lift Station telemetry, Sensaphone change out, and City check out testing.**

Attachments:

See Schedule for Change Order No. 4 on next page.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 2,689,482.25	Original Contract Times: Substantial Completion: February 28, 2026 Ready for final payment: March 31, 2026
Decrease from previously approved Change Order Nos. 1 to 3: $ (341,450.15)	**Increase** from previously approved Change Order Nos. 1 to 3: Substantial Completion: 107 Calendar Days Ready for final payment: 107 Calendar Days
Contract Price prior to this Change Order: $ 2,348,032.10	Contract Times prior to this Change Order: Substantial Completion: June 15, 2026 Ready for final payment: July 16, 2026
Decrease this Change Order: $ **(59,573.08)**	**Increase** this Change Order: 70 Calendar Days Substantial Completion: August 24, 2026 Ready for final payment: September 24, 2026
Contract Price incorporating this Change Order: $ **2,288,459.02**	Contract Times with all approved Change Orders: Substantial Completion: **August 24, 2026** Ready for final payment: **September 24, 2026**

Recommended by Engineer (if required)

By: Scott Schmoker, PE
Title: Senior Project Engineer
Date: 9.24.2026

Accepted by Contractor

By:
Title: Project Manager
Date: 09/24/2026

Authorized by Owner

By:
Title: WW Superintendent
Date: 9/24/26

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Schedule for Change Order No. 4

1. Reconcile final contract amount to final quantities installed

   Final Quantities Installed Net Reduction to Contract Amount = -($59,573.08)

Bid Item No.	Bid Item Description and Change – Quantity Reconciliation	Change in Contract Price
2	SWPPP Maintenance Allowance, $12,000 Allowance was not used	-($12,000.00)
6	Install SWPPP Notification Sign, Deduct 1 EA @ $635/EA	-($635.00)
7	Install Silt Fence, Deduct 230 LF @ $4.00/LF	-($920.00)
10	Remove SWPPP Notification Sign, Deduct 1 EA @ $85/EA	-($85.00)
11	Remove Silt Fence, Deduct 920 LF @ $2.00/LF	-($460.00)
12	Remove Construction Entrance, Deduct 5 EA @ $425/EA	-($2,125.00)
26	Remove Pavement, Deduct 99 SF @ $16/SF	-($1,584.00)
28 – CO2	Remove Mixed Use Trail, Deduct 68 SF @ $13.50/SF	-($918.00)
29	8 IN Concrete Pavement (Type L65), Deduct 59 SY @ $126/SY	-($7,434.00)
30	6 IN Concrete Pavement (Type L65), Deduct 24 SY @ $113/SY	-($2,712.00)
32	6 IN PCC Sidewalk, Deduct 99 SF @ $15/SF	-($1,485.00)
50	HDD 6 IN Sewer, Deduct 60 LF @ $192./LF	-($11,520.00)
71	Line Manhole Bid, Deduct 24.13 VF @ $596/VF	-($14,381.48)
71 – CO2	Line Manhole per CO 2, Add 7.4 VF @ $596/VF	$4,410.40
77	Pig Launching Station, Deduct 1 EA @ $7,724.00/EA	-($7,724.00)
	Net Price Change (Deduct)	**-($59,573.08)**

2. Extend the completion date for Lift Station telemetry, Sensaphone change out, and City check out testing.

   Extend date 70 calendar days:

   Substantial Completion Date: 8.24.2026

   Final Completion Date: 9.24.2026

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **City of Bellevue, Nebraska**		Owner's Project No.:	BPW-211123
Engineer: HDR		Engineer's Project No.:	10330939
Contractor: Heimes Corp.		Contractor's Project No.:	-
Project: Haworth Park Sanitary Sewer Improvements			

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **August 24, 2026**

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

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

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

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

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

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

None

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

Engineer

By *(signature)*: _____

Name *(printed)*: Scott K. Schmoker, PE

Title: Senior Project Engineer

EJCDC® C-625, Certificate of Substantial Completion.
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CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of Architects, AIA Document G707

Bond No.: 2365215

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: **Construction**

CONTRACT DATED: **January 21, 2025**

PROJECT: *(Name and address)*
Haworth Park Sanitary Sewer Improvements

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the *(Insert name and address of Surety)*
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105

, SURETY,

on bond of *(Insert name and address of Contractor)*
Heimes Corp.
9144 S. 147th Street, Omaha, NE 68138

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to *(Insert name and address of Owner)*
City of Bellevue, Nebraska
1510 Wall Street, Bellevue, NE 68005

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **September 17, 2026**
(Insert in writing the month followed by the numeric date and year.)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

Maura P Kelly
(Signature of authorized representative)

Maura P. Kelly, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):

S-2134/GEEF 10/01

FRP

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOAN LEU, MAURA P. KELLY, JACQUELINE L. DREY, DUSTIN COOPER, ALEX MAUSBACH and JUSTIN TOMLIN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 17TH day of APRIL, 20 25

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook SS

On this 17TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SPCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of September, 20 26.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26, 2027

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Bellevue, Nebraska
Engineer: HDR
Contractor: Heimes Corp.
Project: Haworth Park Sanitary Sewer Improvements

Owner's Project No.: BPW-211123
Engineer's Project No.: 10330939
Contractor's Project No.: -

Notice Date: September 24, 2026

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: 

Name *(printed)*: Scott K. Schmoker, PE

Title: Senior Project Engineer

EJCDC® C-626, Notice of Acceptability of Work.
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16h.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 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:

BPW260112 CIPST26(08) MS4 Stormsewer System Mapping- Addendum Agreement for Phase 2 for 2026-2027

SYNOPSIS/BACKGROUND:

SAM Managed Geospatial Services shall perform professional GPS and GIS mapping services to include working with the Sarpy County Geographic Information System (GIS) to evaluate and update the database for stormwater infrastructure inventory gaps within the City of Bellevue's jurisdiction. Services shall include field verification and mapping of stormwater system components to include: updating the GIS database; photolog; recording condition of structures; and map development for Phase 2 for 2026-2027. This is currently in CIP for 2025-2026 and this next Phase 2 is in this years CIP 2026-2027.

FISCAL IMPACT:: $195,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: SAM Managed Geospatial Services INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW260112 MS4 Stormsewer System Mapping - Phase 2

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW260112 CIPST26(08) MS4 Stormsewer System Mapping- Phase 2

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

CIP PROJECT NAME: MS4 STORMSEWER SYSTEM MAPPING CIP PROJECT NUMBER: CIPST26(08)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the Addendum Agreement with City of Bellevue and SAM Managed Geospatial Services for MS4 Stormsewer System Mapping for Phase 2 in the amount not to exceed $195,000 for 2026-2027.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Aimee Bertrillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Sent via email: *Shanee.Adekunle@bellevue.net*

September 25th, 2026

Seni -Shanee- Adekunle
Public Works Engineer
City of Bellevue, NE
1510 Wall St.
Bellevue, NE 68005

RE: **Bellevue, NE – Stormwater Outfall and Discharge GIS Mapping**
SAM Project No.: 1025098742
Contract Number: BPW No. 260112

Dear *Shanee,*

SAM is submitting an Addendum for Phase 2 to the attached contract for the remaining items listed in the contract scope change for Stormwater Infrastructure Mapping.

Phase 2 Budget Allocation **$195,000.00**

Schedule for completion: SAM will complete all work prior to September 30, 2027.

Original Contract Budget: (No Funds Remaining) **$195,000.00**
Budget related to this request: **$195,000.00**
Total authorized budget to date: **$390,000.00**

SAM will not begin performing work under this addendum without receiving an official response authorizing the scope, fee, and schedule defined above from a representative of your company. Additionally, accepting this approved notice to proceed does not preclude the need for SAM to receive a complete and formal binding document. The continuation of work and completion of this work is dependent on receiving a complete and binding document or executed contact revision within thirty (30) business days.

Please do not hesitate to reach out with any questions or comments.

Thank you,
Surveying And Mapping, LLC

Shane Hallowell
Kansas City GIS Department Manager

By: _____

Title: Public Works Engineer 1

Attest: _____

Title: Public Works Director

Address for giving notices:

_____

_____

_____

By: Stan Hallavell

Title: Kansas City GIS Department Manager

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: Mountain Area and GIS Operations Manager

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

16i.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/6/2026			SUBMITTED BY: Chief Perry Guido		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Sign agreement with Stryker to enter into a five year rolling inventory plan

SYNOPSIS/BACKGROUND:

This agreement will put the major EMS equipment items on a rolling replacement plan every five years. Every five years, new equipment and the corresponding maintenance plans will be provided to Bellevue Fire. The plan includes five annual payments. In five years, a new rolling replacement plan will be created for approval in which current equipment will be turned in and traded out for new equipment and maintenance plans.

FISCAL IMPACT:: $884,840.56 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: EMS Equipment rolling replacement plan

CONTRACT EFFECTIVE DATE: October 2026 CONTRACT TERM: 5 years CONTRACT END DATE: October 2031

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 for mayor to sign agreement

ATTACHMENTS:

1. Bellevue Quote
2. Bellevue 5 payments itemized
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

05/19/2026

BELLEVUE FIRE DEPT
211 W 22ND AVE
BELLEVUE,Nebraska 68005-5072

Equipment: See proposal for detailed equipment descriptions and pricing.

Finance structure: $1 out end of term option

$1 out of end of term option: Purchase the equipment for $1.00.

Payment terms:

$1 out	5 annual payments
Proposal total	$884,840.56
Total payment	$199,427.31

Payments are exclusive of all applicable taxes and freight unless otherwise noted.

Contract commencement: Upon delivery, installation, and acceptance.

Down payment: No down payment required.

First payment due: Net 30 following installation.

Interim rent: Stryker does not charge interim rent.

Documentation fees: Stryker does not charge documentation fees.

Payment adjustment: The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonably determined by Stryker's Flex Financial division. Flex Financial reserves the right to adjust the payments prior to contract commencement to maintain current economics of this proposed transaction. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

Deal consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to **05/29/2026.**

stryker

Bellevue 5 Annual Payments

Quote Number:	11307956	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	BELLEVUE FIRE DEPT	Rep:	Scott Pufahl
	Attn:	Email:	scott.pufahl@stryker.com
		Phone Number:	(913) 530-0195

Quote Date:	05/19/2026
Expiration Date:	08/17/2026
Contract Start:	05/01/2026
Contract End:	04/30/2027

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

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	5	$46,151.08	$230,755.40
2.0	41577-000288	LP15 ACCRY SHIPKIT,AHA,S	5	$0.00	$0.00
3.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	5	$240.00	$1,200.00
4.0	11220-000028	LIFEPAK 15 Carry case top pouch	5	$43.50	$217.50
5.0	11260-000039	LIFEPAK 15 Carry case back pouch	5	$61.50	$307.50
6.0	11577-000001	LIFEPAK 15 Shoulder strap	5	$0.00	$0.00
7.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	6	$20,292.44	$121,754.63
8.0	11576-000071	LUCAS External Power Supply	6	$291.50	$1,749.00
9.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	6	$547.80	$3,286.80
10.0	6252000000	Stair-PRO Model 6252	7	$4,510.04	$31,570.27
10.1	6252009001	Stair-Pro Operations Manual		$0.00	$0.00
10.2	6250001162	In-Service Video (DVD)		$0.00	$0.00

PENDING APPROVAL

This is not an Invoice

stryker

Bellevue 5 Annual Payments

Quote Number: 11307956

Version: 1

Prepared For: BELLEVUE FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Scott Pufahl

Email: scott.pufahl@stryker.com

Phone Number: (913) 530-0195

Quote Date: 05/19/2026

Expiration Date: 08/17/2026

Contract Start: 05/01/2026

Contract End: 04/30/2027

#	Product	Description	Qty	Sell Price	Total
10.3	6252026000	Common Components		$0.00	$0.00
10.4	6250021000	2 Piece ABS Panel Seat		$0.00	$0.00
10.5	6250162000	Polyester Restraint Set (Metal Buckles)		$41.00	$287.00
10.6	6252022000	Main Frame Assy Option		$0.00	$0.00
10.7	6250024000	Standard Length Lower LiftHandles		$0.00	$0.00
10.8	6252027000	Footrest Option		$439.00	$3,073.00
10.9	6252041000	Vinyl Head Support		$272.00	$1,904.00
10.10	6250140000	O2 Bottle Holder		$238.00	$1,666.00
10.11	6252024000	No IV Clip Option		$0.00	$0.00
11.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	6	$37,387.61	$224,325.68
12.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	6	$588.00	$3,528.00
13.0	650700450301	ASSEMBLY, BATTERY CHARGER	6	$840.00	$5,040.00
14.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	6	$19.50	$117.00
15.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	5	$34,976.00	$174,880.00
21.0	99425-000025	LIFEPAK 1000 ECG Display - includes one non-rechargeable battery, one carrying case w/ shoulder strap, two pair QUIK-COMBO REDI-PAK electrodes and Ship Kit, 3 Wire Monitor Cable, and Acc Pouch	7	$1,458.00	$10,206.00
22.0	41425-000045	LP1000,SHIPKIT,ELECTRODE	7	$0.00	$0.00
23.0	41425-000001	KIT,LITERATURE,LP1000,ENGLISH	7	$0.00	$0.00
24.0	11425-000012	LIFEPAK 1000 Soft Shell Carrying Case Shoulder Strap	7	$0.00	$0.00
25.0	11141-000156	LP1000 Non-Rechargeable LiMnO2 Battery Replacement Kit - only used for initial device manufacturing. 11141-000100 is correct standalone replacement battery part number.	7	$0.00	$0.00
26.0	26500-003457	INSTRUCTIONS,OPER,W RCHGBTY,LP1000,ENGLISH	7	$0.00	$0.00
27.0	11425-000001	LIFEPAK 1000 Accessory Pouch for 3-wire cable and/or other accessories	7	$0.00	$0.00
28.0	639000010135	CABLE, ANCHOR TO VEHICLE	5	$53.00	$265.00

EXHIBIT APPROVED

This is not an Invoice

stryker

Bellevue 5 Annual Payments

Quote Number:	11307956	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	BELLEVUE FIRE DEPT	Rep:	Scott Pufahl
	Attn:	Email:	scott.pufahl@stryker.com
		Phone Number:	(913) 530-0195

Quote Date: 05/19/2026
Expiration Date: 08/17/2026
Contract Start: 05/01/2026
Contract End: 04/30/2027

#	Product	Description	Qty	Sell Price	Total
			Equipment Total:		$816,132.83

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	6	-$3,000.00	-$18,000.00
TR-SPL-PL	TRADE-IN-STRYKER POWER LOAD TOWARDS PURCHASE OF POWERLOAD	5	-$4,000.00	-$20,000.00
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	6	-$3,000.00	-$18,000.00
TR-LP1K-LP1K	TRADE-IN-STRYKER LIFEPAK 1000 TOWARDS PURCHASE OF LIFEPAK 1000	7	-$400.00	-$2,800.00
TR-LP15V4-LP15	TRADE-IN-STRYKER LP15V4 TOWARDS PURCHASE OF LIFEPAK 15	5	-$7,500.00	-$37,500.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
29.1	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device *05/01/2026 - 04/30/2030* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	6	$9,445.20	$37,780.80
29.2	STR-CHAIR-PROCARE	Stair-Pro for Stair-PRO Model 6252 *05/01/2026 - 04/30/2029* √ Parts, Labor, Travel √ Preventative Maintenance	7	$1,732.50	$5,197.50
29.3	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG *05/01/2026 - 04/30/2029* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service √ Smart Equip Management	6	$8,653.50	$25,960.50
29.4	POWERLOAD-PROCARE	Power Load for MTS PWLD EXCLUDES FLOOR PLATE	5	$9,180.00	$36,720.00

This is not an Invoice

stryker

Bellevue 5 Annual Payments

Quote Number: 11307956

Version: 1

Prepared For: BELLEVUE FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Scott Pufahl

Email: scott.pufahl@stryker.com

Phone Number: (913) 530-0195

Quote Date: 05/19/2026

Expiration Date: 08/17/2026

Contract Start: 05/01/2026

Contract End: 04/30/2027

#	Product	Description	Qty	Sell Price	Total
		05/01/2026 - 04/30/2030			
29.5	AED-FIELD-PROCARE	Lifepak 1000 for LIFEPAK 1000 ECG Display - includes one non-rechargeable battery, one carrying case w/ shoulder strap, two pair QUIK-COMBO REDI-PAK electrodes and Ship Kit, 3 Wire Monitor Cable, and Acc Pouch *05/01/2026 - 04/30/2030*	7	$2,921.45	$11,685.80
29.6	LIFEPK-DEP-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order *05/01/2026 - 04/30/2030*	5	$9,260.00	$37,040.00
			ProCare Total:		$154,384.60

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$10,623.19
Grand Total:	$884,840.62

Prices: In effect for 30 days

Terms: Net 30 Days

ENDING APPROVAL

This is not an Invoice

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Bellevue 5 Annual Payments

Quote Number:	11307956	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	BELLEVUE FIRE DEPT	Rep:	Scott Pufahl
	Attn:	Email:	scott.pufahl@stryker.com
		Phone Number:	(913) 530-0195

Quote Date:	05/19/2026
Expiration Date:	08/17/2026
Contract Start:	05/01/2026
Contract End:	04/30/2027

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

PENDING APPROVAL

16j.
10/06/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10-06-2026			SUBMITTED BY: Administration		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

United Cities Lobbying Agreement

SYNOPSIS/BACKGROUND:

The United Cities of Sarpy County are interested in securing the professional services of Kohout, ES Associates L.L.C to provide lobbying services before the Nebraska Legislature and Governor to represent our interests and concerns before legislation that is proposed is adopted. The agreement is for the period of 2026 to 2029 with increases annually as outlined in Section 3. Compensation. The total amount is divided by 5 cities in Sarpy.

FISCAL IMPACT:: $12,000 BUDGETED FUNDS?: Y GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

1. Lobbying 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

LOBBYING AGREEMENT
UNITED CITIES OF SARPY COUNT

THIS AGREEMENT is entered into by and between:

The City of Bellevue, City of Gretna, City of La Vista, City of Papillion, and City of Springfield (collectively, the "UNITED CITIES OF SARPY COUNTY"), pursuant to an Interlocal Agreement entered into under the Interlocal Cooperation Act of the State of Nebraska (together, "Client"); and

KISSEL, KOHOUT, ES ASSOCIATES L.L.C. ("Firm" or "Lobbyist").

WHEREAS Client is interested in securing the professional services of Firm, specifically including the services of JOSEPH D. KOHOUT ("Principal Lobbyist"), to provide lobbying services before the Nebraska Legislature and Governor so that Client's interests and concerns may be represented and advanced before the Legislature and Governor and in legislation that is proposed or adopted; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions, including compensation, governing Client's retention of Firm in that capacity; and

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

1. Duties: Firm shall be responsible for monitoring, proposing, and advocating on behalf of Client with respect to legislative activity during this Agreement that may directly or indirectly affect Client's interests. Firm shall familiarize itself with Client's operations and circumstances to the extent necessary, including relevant legal and political factors and considerations; provided, however, that Client shall fully cooperate with Firm in that endeavor. For purposes of this section, "proposing" means working with Client and a member of the Legislature to introduce legislation during a regular or special session of the Nebraska Legislature.

Except for additional services specified in this Agreement, lobbying services shall include the services ordinarily provided by a professional lobbyist representing the legislative interests of a coalition of cities. These services shall include, but are not limited to, regular reports, and special reports when advisable under the circumstances, to a person designated by Client on all matters affected by this Agreement.

Firm shall designate a place or person of contact through which Firm may be contacted at all times when the Legislature is in session.

Client shall designate a place or person of contact through which Client may be contacted at all times when the Legislature is in session.

Firm shall supply copies of all bills and other materials on any matter of potential interest or impact to Client within twenty-four (24) hours after they become available.

Firm shall provide regular written reports, and special reports when advisable under the circumstances, to Client concerning any bill or other matter of potential interest or impact to Client that is introduced before or otherwise may be considered by the Legislature, including progress reports regarding its advancement.

Firm shall prepare a legislative package for each Legislative Session in accordance with Client's direction.

Firm shall be responsible for initiating, drafting, coordinating, and advocating the introduction or passage of legislation for Client.

Firm shall respond to and address matters raised by Client within specified timeframes and shall provide professional counsel and advice concerning any matter recommended, proposed, or actually before the Legislature that may affect Client's interests, together with such other services as are reasonably necessary to represent Client's interests. Firm shall devote the time, effort, and resources reasonably necessary to address Client's concerns and interests effectively.

In performing its responsibilities under this Agreement, Firm shall act as an independent contractor. Firm may act in accordance with its own judgment and discretion; provided, however, that Firm has no authority to bind or act on behalf of Client except as specifically approved in advance by Client. No person employed by Firm for related or incidental services shall be considered an employee or agent of Client. Firm is responsible for those persons, including for any errors, actions, or omissions. Firm shall perform its responsibilities in strict compliance with all applicable federal, state, and local laws, rules, regulations, and ethical requirements.

Firm shall timely prepare and submit all filings and pay all related fees and other amounts required of Firm arising out of the services provided under this Agreement. Firm shall notify Client sufficiently in advance of, and prepare a draft of, any filings periodically required of Client during this Agreement.

2. Term: Unless terminated for cause, this Agreement shall be in full force and effect beginning October 1, 2026, and continuing through September 30, 2029 ("Term"). Client may renew this Agreement at the end of the Term, and at the end of any subsequent term, for one or more additional twelve-month terms on the terms and conditions set forth in this Agreement by providing notice to Firm at least ninety (90) days before expiration of the Term or any subsequent term; provided, however, that Firm may reject Client's renewal by providing written notice to Client within fifteen (15) days after receiving Client's notice of renewal. This Agreement may be terminated before the end of the Term or any subsequent term by mutual written agreement of the parties or by Client if Client determines that cause exists for termination. For purposes of this Agreement, "cause" includes, without limitation, Firm's or Principal Lobbyist's failure, refusal, or neglect to perform any duty required under this Agreement, negligence, or alleged criminal misconduct.

3. Compensation and Expenses: Client agrees to pay Firm as compensation for all services provided during each twelve-month period the following amounts: Sixty Thousand Dollars ($60,000.00) for October 1, 2026, through September 30, 2027; Sixty-two Thousand One Hundred Dollars ($62,100.00) for October 1, 2027, through September 30, 2028; and Sixty-four Thousand Two Hundred Seventy-three Dollars and Fifty Cents ($64,273.50) for October 1, 2028, through September 30, 2029.

On October 1 of each year this Agreement is in force, or as soon thereafter as practicable, Firm shall invoice Client for the total compensation due for the ensuing twelve-month period. The invoiced amount is due and payable within thirty (30) days after Client receives the invoice. Firm shall deposit and hold the amount in a separate interest-bearing client trust account. On the last working day of each month, Firm shall draw from the account for professional services provided during that month as follows: $5,000.00 per month for October 1, 2026, through September 30, 2027; $5,175.00 per month for October 1, 2027 through September 30, 2028; and $5,356.13 per month for October 2028 through August 2029, with a final draw of $5,356.07 for September 2029, so that total draws for the third year equal $64,273.50. Interest earned on Client funds held in the account shall be paid to Client at the end of the Term unless Client requests otherwise. Any balance remaining to Client's credit upon termination of this Agreement shall be returned to Client.

At the end of each month, Firm shall provide a copy of Firm's trust card or a similar statement identifying the date and amount of the withdrawal described above and the amount of Client's funds remaining in the account.

4. Captions: Captions used in this Agreement are for convenience only and shall not be used in construing this Agreement.

5. Applicable Law: Except to the extent preempted by federal law, Nebraska law governs the terms and performance of this Agreement. The parties consent to and shall not object to the personal jurisdiction of any state court in or located in Sarpy County, Nebraska, and agree that personal jurisdiction in any such court is proper and convenient.

6. Interest of the Lobbyist: Lobbyist represents that Lobbyist presently has no interest and covenants that Lobbyist shall not knowingly acquire any direct or indirect interest, that would conflict in any manner or degree with the performance of services required under this Agreement. Lobbyist shall notify Client of Lobbyist's intent to represent clients whose interests are relevant to Client's fields of interest. The notification shall allow Client and Lobbyist to identify and address potential conflicts.

Client recognizes that Lobbyist provides lobbying services to multiple clients. From time to time, an issue of legislative concern may affect more than one of Lobbyist's clients, and Client's legislative interests may not always be compatible with those of Lobbyist's other clients. Lobbyist shall bring any conflict of interest concerning a legislative issue to the attention of all affected clients. The conflict shall be addressed as follows: (1) the affected clients and Lobbyist shall attempt to resolve or compromise the conflict; (2) if a client withdraws the conflicting issue from its legislative program, the conflict shall be considered resolved; and (3) if the conflict is not resolved by withdrawal of the issue or mutual compromise, Firm shall continue to represent on the conflicting issue only the legislative interests of the client that Firm has represented for the longest period. In that circumstance, Client agrees not to object to Firm's continued representation of that client.

Notwithstanding any other provision of this Agreement, if Client determines in its sole discretion that Firm may be unable to continue performing lobbying services impartially for Client, Client may terminate this Agreement upon ten (10) days' written notice to Firm. Firm shall then return to Client the balance of Client funds remaining in the client trust account and cooperate in transitioning Client's representation to another lobbyist selected by Client. Firm shall maintain, during and after the Term, the confidentiality of all Client communications and information obtained through its representation of Client and shall use that information solely for Client's benefit.

7. Modifications: This Agreement contains the entire agreement of the parties. Neither party has made or relied upon any representation, agreement, or understanding other than those expressly set forth in this Agreement. No agent, employee, or other representative of either party may alter any term of this Agreement except through a written amendment executed by each party.

8. Assignment: Principal Lobbyist shall personally lobby members of the legislative or executive branches and their offices unless Client agrees otherwise. Other lobbying services may be provided, under Principal Lobbyist's direction and control, by members or employees of Firm designated by Principal Lobbyist. Firm may not assign any right under this Agreement without Client's express prior written consent.

9. Strict Compliance: All provisions of this Agreement, and of any document attached and incorporated into this Agreement by specific reference, shall be strictly complied with as written.

10. Authorized Representatives: For purposes of notice, including legal service of process during the Term and for any applicable limitations period thereafter, the parties designate the following authorized representatives:

United Cities of Sarpy County
Peyton Mastera
City Administrator
La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska 68128

Kissel, Kohout, ES Associates L.L.C.
Joseph D. Kohout
301 South 13th Street, Suite 400
Lincoln, Nebraska 68508

11. Insurance: Firm shall obtain and maintain during this Agreement such insurance, in such amounts and providing such coverages as Client may require from time to time, issued by an insurer acceptable to Client and authorized to do business in the State of Nebraska, and naming Client and each municipality comprising Client as an additional named insured.

12. Remedies: Any remedy specified in this Agreement for breach is cumulative and may be exercised together with all other remedies available at law or in equity, including injunction and specific performance. The municipalities comprising Client may jointly enforce this Agreement pursuant to the Interlocal Agreement or may enforce it separately.

13. Client Action: Except as otherwise provided in this Agreement, Client action under this Agreement requires the approval and procedures provided in the Interlocal Agreement.

EXECUTED this ____ day of _____, 2026.

ATTEST:

_____
City Clerk

CITY OF BELLEVUE, NEBRASKA

By: _____
Mayor

EXECUTED this ____ day of _____, 2026.

ATTEST:

_____
City Clerk

CITY OF GRETNA, NEBRASKA

By: _____
Mayor

EXECUTED this ____ day of _____, 2026.

ATTEST:

_____
City Clerk

CITY OF LA VISTA, NEBRASKA

By: _____
Mayor

EXECUTED this ____ day of _____, 2026.

ATTEST:

_____
City Clerk

CITY OF PAPILLION, NEBRASKA

By: _____
Mayor

EXECUTED this ____ day of _____, 2026.

ATTEST:

_____
City Clerk

CITY OF SPRINGFIELD, NEBRASKA

By: _____
Mayor

EXECUTED this ____ day of _____, 2026.

KISSEL, KOHOUT, ES ASSOCIATES L.L.C.

By: _____
Joseph D. Kohout, Managing Partner

Witnessed by: _____

CITY OF BELLEVUE
ADMINISTRATION REPORT

17.
10/06/2026

September 29, 2026

Administration

- NC3 project – Lease agreement development with NDRC.
- United Cities weekly meetings.
- Meeting with Mike Kaufman CBRE to discuss South shop and relocation plans.
- Meeting with representative from Lakewood regarding lake issues.
- Meeting with Legal and HR regarding employment issues.
- Met with Broker for health care regarding oversight management.
- Quarterly meeting with Dan Hoins on Waste Water Agency.
- Meeting with Bellevue University on a park's initiative.
- PHFADA Board meeting.
- Meeting with Senator Holdcroft.
- Parks development meeting.
- Meeting with individual regarding development on Hwy 34.
- Loudermill hearing.
- Panther Eye development / sewer.
- Inland Port meeting.
- Meeting with Twin Creek developer.
- Meeting with Senator Rountree
- S&P ratings call – Have Rich share the good news!
- BPD Awards Ceremony
- Bellevue University discussion of BB fields.
- Nebraska State Chamber
- Prairie Hills Farm meeting
- Bridge Commission meeting
- Met with Legal and Chief of Police regarding Cottage Bakers.

Planning:

- Met with Offutt to discuss AICUZ area
- Conducted Community Stakeholder meetings and Technical Advisory Committee meetings for the Active Mobility Plan
- Conducted a pre-app for a light industrial development in southeast Bellevue
- Compiled an RFQ for the zoning ordinance/subdivision regulations update

Permits:

- Went live with the GovWell online permitting system for all permits and inspections.

Finance

Public Works

Library

Police

Fire

The City's Budget for 2026-2027 has been submitted. The budgeted expenditures are $215,042,517.15. The property tax levy rate is 0.597785, down from 0.610000 in prior years. This is budgeted to generate total property taxes of $40,421,276.25.

The City currently has $124,120,000 of outstanding debt (bonds).

S&P Global Ratings assigned its 'SP-1+' short-term rating to the City of Bellevue, Nebraska's $40 million series 2026 tax-supported municipal improvement bond anticipation notes (BANs). The proceeds from these notes will be used to finance the Bellevue waterpark).

The City has cash balances totaling $38,515,697.89 at 9/29/2026.

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

Public Works Director's Report

September 30, 2026

Intelligent

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Working with Consultant to develop PW Dept Strategic Plan
- Observing 2026 Projects
- Reviewing and preparing projects for 2026/27 Budget Year
- Reviewing various Traffic and Citizen concerns

Engineering:

- Various project management projects
  - 2026 Concrete Rehab Projects
  - Mission Ave Streetscape Project
  - Haworth Park and Bluff Street Lift Station Project
  - South Sarpy Lift Station/Sewer Project
  - South 36th Street Project
  - Various Traffic Studies
- Planning and P&I plan review as needed
- Projecting 2027 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Summer Programs Completed
- Beginning Fall Recreation Programs
- Tree Trimming and Removal as Needed
- Mowing and Spraying Parks

- Haworth Ballfield Regrading work nearly complete
- Landscape and Sprinkler work nearly complete at AHP
- Summer Maintenance season

Street Maintenance:

- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Preparing to begin Cracksealing
- Sign and signal repairs
- Concrete repair work
- Crack Sealing
- Street Sweeping

Waste Water:

- Jetting
- Lift station inspections
- Projects let and awarded
    - CIPP Construction Work mostly completed
    - Bluff Street Lift Station complete
    - Haworth Park Lift Station complete
    - Quail Creek Lift Station under construction
- Prevent maintenance on vehicles

Fleet:

- Typical City vehicle maintenance
- PM of Winter Equipment
- Assisting departments in purchasing of Capital funded vehicles
- PM work on mowing equipment and trailers
- Misc. Fabrication projects

Building Maintenance:

- Misc Painting jobs
- Preparing for closeout of restrooms and splashpads
- Typical maintenance all city facilities
- All restrooms open for the summer

City of Bellevue
Library
2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

We Influence The World!

Memo

To: **Jim Ristow, City Administrator**

From: **Julie Dinville, Library Director**

Date: **9/30/2026**

- Michelle Bullock, Head of Youth Services, and Danielle Peterson, Children's Librarian, attended the 32nd Annual Joint Youth Services Retreat held Sept. 3 and 4 hosted by the Regional Library Systems at Camp Joy Holling. The retreat is designed as a time for youth services librarians to connect and share ideas for programs and services. Both Bullock and Peterson received scholarships from the Three Rivers Library System to attend.

- The Major Isaac Sadler-La Belle Vue Chapter of the National Society Daughters of the American Revolution set up a display in the library (near the adult self-checks) to highlight Constitutional Week, celebrated Sept. 17-23. In addition to the display, the chapter brought miniature copies of the preamble to the Constitution for the public to take with them. This is something the library has partnered with the DAR on for a number of years.

- Josue Reza-Rivera, a library sciences practicum student from the University of Nebraska-Omaha, has been working with Bellevue Library staff the last couple of weeks. He has spent time in the Children's and Teen areas and with Circulation. He is scheduled for time with Adult Services, Technical Services, and administrative staff. He must complete 60 hours with the library as part of his coursework prior to Nov. 20.

- Due to a lack of quorum, the regular meeting of the Bellevue Public Library Advisory Board was not held in September.

- On Sept. 16, the library hosted a National Voter Registration event through the Nonprofit VOTE organization. Sarah Eipperle from the Sarpy County Election Commission set up a table at the library, helping people register to vote, providing information on Nebraska's new voter ID law, and answering other voter questions. Sarpy County Election Commissioner David Jones also stopped by. This event was arranged through the library's Adult Services department.

- The Children's Department has started a new club: The Creature Club meets on a Thursday once a month. This program is being led by volunteer Rachel Wells and will highlight a different "creature" each session with stories, facts and activities.

- The library hosted its annual AuthorFest on Saturday, Sept. 26, from 1-3 p.m. Rose Werther with the Adult Services department arranged the event. The public was invited to discover new titles, explore diverse genres, and celebrate local authors. Some 10 local authors took part, getting a chance to visit with the public and showcase their writings.

BELLEVUE POLICE DEPARTMENT
CHIEF KEN CLARY

1510 WALL ST. BELLEVUE, NE 68005 BELLEVUEPD.COM 402.293.3100

September 29, 2026

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: September 2026 Directors Report

- 9/01 – City Council Meeting
    - Board of Equalization
- 9/04 – Ed Foreman Retirement
- 9/08 – Mayor's Youth Council
    - Citizen's Academy kick-off
- 9/10 – National Policing Institute Director's Meeting
- 9/15 – City Council Meeting
- 9/16 – BPD Awards Ceremony
- 9/22 – SAFER Nebraska Advisory Board Meeting
- 9/23 – National Policing Institute Virtual Executive Convening
- 9/24 – NHTSA Meeting
- 9/28 – Code Enforcement Discussion – Bataillon and Ristow

City of Bellevue
Fire Department
211 West 22nd ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3153

Bellevue Fire Department
Council Report

Report Date 9/29/2026

A. General Items:

- QA/QI
- Meeting with UNMC to discuss blood product launch. Target launch date is October 5th
- Chest Pain Center Committee Meeting w/UNMC this Friday
- EMS Committee meets next Monday
- BMC Code Stroke Committee Meeting next week

B. Training:

- Joint recruit academy with Papillion and Gretna Fire- will be completed October 2nd.
- Completed pipeline safety training with Neb Pipeline Association
- Congestive Heart Failure / Pulmonary Edema
- Overdose emergences

C. Inspections , Fire Prevention and Public Education

Plan Reviews:

- Fire alarm plan review 3702 370 Plaza.
- Fire alarm plan review 14829 Normandy BVLD.
- Remodel plan review 1311Foet Crook Rd. S. Suite 103 and 104.
- Plan review 8906 S. 36th St.
- Remodel plan review 555 Cornhusker Rd. Bays 105-106.
- Remodel plan review 3705 Twin Creek Dr.
- Plan review suppression hood 2904 Samson Way.

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Fire Prevention/Public Education:
September really kicked off our school involvement season. We were invited back to the BPS Kumor Center to teach a chapter for the CNA's CERT program. Mission Middle had the BFD in to teach a class on "9/11 25 years later, the lessons learned in the fire service". Both classes were well received and earned praise from the teachers. The BFD added two new schools this year to the career fair visits, Westview H.S. in far NW Omaha and Benson H.S

The BFD had 13 encounters with the community via Fire Prevention in September.

- 2 Station tour
- 2 community-based rig show and tell visits
- 4 detector service calls (2 units provided by BFD)
- 2 school visits (1 H.S. class taught, 1 M.S. class taught)
- 2 Career Fairs
- 1 Juvenile Fire Setter Visit

D. Calls: August 25th through September 28th
Fire – 112
Rescue – 626

E. Ambulance Billing
August 1-31-2026

$ 329,464.20 in claims sent to health insurance companies August 1-31, 2026 (378 insurance claims).
<$148,258.89> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of $329,464.20)
==========
$ 181,205.31 the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:
$148,240.07 deposited into the bank August 1-31, 2026
6,858.31 additional revenue in Credit/Debit/HSA card payments
==========
$155,098.38 TOTAL August 1-31, 2026 rescue fee revenue

$344,182.34 This figure represents the total "patient responsibility" balance due, as of 08.31.2026 for the past 30-180 days.

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City of Bellevue
Fire Department
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F. Manpower Report Staffing

Staffing Report from 8/24/2026 through 8/30/2026

Monday	AM	E1, T21, E41, T31	3 Person	
Monday	PM	E1, T21, E41, T31	3 Person	
Tuesday	AM	T31, T21	3 Person	
Tuesday	PM	T31	3 Person	
Wednesday	AM	E1, T21, E41, T31	3 Person	
Wednesday	PM	T21, E41, T31	3 Person	
Thursday	AM	E41, T21	3 Person	
Thursday	PM	Full		
Friday	AM	E1, T21, E41, T31	3 Person	
Friday	PM	E1, T21, T31	3 Person	
Saturday	AM	E1, T21, E41, T31	3 Person	
Saturday	PM	T21, E41, T31	3 Person	
Sunday	AM	E1, T21, E41	3 Person	
Sunday	PM	E41, T21	3 Person	

Staffing Report from 8/31/2026 through 9/6/2026

Monday	AM	Full		
Monday	PM	T21	3 Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1, T21, T31	3 Person	
Wednesday	PM	E1, T31	3 Person	
Thursday	AM	E1, E41, T31	3 Person	
Thursday	PM	E1	3 Person	
Friday	AM	T31	3 Person	
Friday	PM	T31, E41	3 Person	
Saturday	AM	E1, E41 3 Person	E31 Closed	
Saturday	PM	E1, E41, T31	3 Person	
Sunday	AM	E1, E41, T31	3 Person	
Sunday	PM	E1, T21, E41, T31	3 Person	

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Staffing Report from 9/7/2026 through 9/13/2026

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	E1, T21,T31, E41	3 Person	
Tuesday	PM	E41	3 Person	
Wednesday	AM	E1, T21,T31	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1,T21,T31,E41	3 Person	
Thursday	PM	T31	3 Person	
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	E1,T21,T31,E41	3 Person	
Saturday	PM	T21,T31,E41 3 Person	E1 Closed	
Sunday	AM	T31,E41 3 Person	T21 Closed	
Sunday	PM	E1,T31,E41 3 Person	T21 Closed	Battalion 1 Closed

Staffing Report from 9/14/2026 through 9/20/2026

Monday	AM	E1, E41, T31	3 Person	
Monday	PM	E1, E41	3 Person	
Tuesday	AM	E41, T31	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E41, T21	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, E41, T31	3 Person	
Thursday	PM	E41	3 Person	
Friday	AM	E1, T21,T31, E41	3 Person	
Friday	PM	E1, T21,T31, E41	3 Person	
Saturday	AM	E1, T21,T31, E41	3 Person	Battalion 2, Sup 2 Closed
Saturday	PM	E1, T21,T31, E41	3 Person	Battalion 2, Sup 2 Closed
Sunday	AM	E1 3 Person	E41 Closed	Battalion 1 Closed
Sunday	PM	E1, T21,T31, E41	3 Person	

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City of Bellevue
Fire Department
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Staffing Report from 9/21/2026 through 9/27/2026

Monday	AM	E41 3 Person E1 Closed	
Monday	PM	E1, T21,T31, E41 3 Person	
Tuesday	AM	E21, E41, T31 3 Person	
Tuesday	PM	E1, T21,T31, E41 3 Person	
Wednesday	AM	E41,E1,T31 3 Person T21 Closed	
Wednesday	PM	E41,E1,T31 3 Person T21 Closed	
Thursday	AM	E1, E41, T31 3 Person	
Thursday	PM	T31 3 Person	
Friday	AM	E41,E1,T21 3 Person T31 Closed	
Friday	PM	T21 3 Person T31 Closed	
Saturday	AM	E1, T21,T31, E41 3 Person	
Saturday	PM	E1, T21,T31, E41 3 Person	
Sunday	AM	T31,E1,T21 3 Person E41 Closed	
Sunday	PM	T31 3 Person E41 Closed	

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