Bellevue City Council Meeting +++Amended Agenda+++
Tuesday, October 20, 2026 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Reverend Margaret Brack, Church of the Holy Spirit, 1305 Thomas 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. * Acknowledge receipt of the September 8, 2026 Tree Board Minutes.
        2. * Approval of the October 6, 2026 City Council Minutes.
6. APPROVAL OF CLAIMS - October 20, 2026
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
    a. Recommend approval of an amended application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Francois Enterprises Inc. dba Stella's Bar and Grill located at 106 Galvin Road South Bellevue, NE 68005 for reconstruction to licensed area. (City Clerk)
    b. Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sale only, for Lucky Grass Inc. dba Jade Palace located at 1702 Galvin Road South Bellevue, NE 68005, and Zilong Fan as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd 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. **+++** Consider a motion to override the mayor's veto of Ordinance No. 4222. (Councilman Burns)

12. ORDINANCES FOR PUBLIC HEARING (2nd 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)
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

a. Resolution No. 2026-22: Request to approve the Redevelopment Plan for Lot 2, Compass Hill and Lot 21A, Old Orchard Place. Applicant: Excel Development Group. (Planning Director) **(Public Hearing required)**

16. CURRENT BUSINESS:

a. Approve and authorize the purchase of eight (8) In-Car and Body camera kits from Motorola in an amount not to exceed $57,322.72. (Police Chief Clary/Lt. Hoffman)

b. Approve and authorize the purchase of six (6) Ford Explorer patrol cars and one (1) Ford F-150 patrol pickup truck from Anderson Ford in an amount not to exceed $320,709.00. (Police Chief Clary/Lt. Hoffman)

c. Approve and authorize the purchase of two (2) Criminal Investigations Division vehicles from Husker Auto Group in an amount not to exceed $67,791.77. (Police Chief Clary/Lt. Hoffman)

d. Approve and authorize the purchase of twelve (12) portable police radios and accessories from Motorola Solutions in an amount not to exceed $99,951.00. (Police Chief Clary/Assistant Chief Andy Jashinske)

e. Approve and authorize the Mayor to sign the Drug Recognition Expert (DRE) State Training Coordinator Contract with the NDOT Highway Safety Office to provide compensation reimbursement for hours billed by Lt. Milos acting as the DRE State Training Officer. (Police Chief Clary)

f. Approve and authorize the purchase of a 2027 Ford F150 pickup for Code Enforcement, in an amount not to exceed $34,197.00 with trade-in. (Code Enforcement/Police Chief Clary)

g. Approve and authorize the Mayor to sign the HUD FY-26 Community Development Block Grant (CDBG) Funding Agreement in an amount not to exceed $307,019.00. (Finance/CDBG Program Specialist)

h. Approve and authorize the Mayor to sign the Participating Agency Agreement for participation in Nebraska Task Force One. (Fire Chief Guido)

i. Approve and authorize the Mayor to sign the agreement with Prairie Mechanical Corporation for the Longo Building cooling tower replacement, in an amount not to exceed $181,514.00. (Public Works Director)

j. Approve and authorize the Mayor the Agreement Amendment No. 2 with HDR Engineering for Fort Crook Road Final Design services, in an amount not to exceed $73,200.00. (Public Works Director)

k. Approve and authorize the Mayor to sign the Supplemental #1 Agreement with FHU for US75 and US34 Traffic Signal Improvements Design with additional services for the revision of the traffic signal design and pavement markings, in an amount not to exceed $5,500.00. (Public Works Director)

l. Approve and authorize the Mayor to sign the Agreement with HDR Engineering, Inc. for Professional Services to provide a Pump Station Electrical Evaluation, in an amount not to exceed $53,200.00. (Public Works Director)

m. Approve and authorize CertaPro Painters to do the repairs and painting at First Presbyterian Church (Historical Church) located at 2002 Franklin Street, in an amount not to exceed $60,000.00. (Public Works Director)

n. Approve and authorize the Mayor to sign the Proposal with Tennis Courts Unlimited for the Tennis Court Resurfacing Project for (15) tennis courts, in an amount not to exceed $106,800.00, for the city's portion ($7,120.00 per tennis court). (Public Works Director)

o. Approve and authorize the Mayor to sign Change Order No. 1 and Change Order No. 2 with Whitewater for Mattel design and fabrication of the Wonder Water Park Slide Package, in an amount not to exceed $546,435.00. (Economic & Community Development Director)

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

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current

Reports **(October report will be attached to November 3rd Council Packet)**

18. CLOSED SESSION:

    a. Discussion on Legal and Personnel Matters

19. ADJOURNMENT **(Reminder - November 3rd Council Meeting will begin at 4:30 p.m.)**

Bellevue NEBRASKA
We Influence The World!

BELLEVUE. NEBRASKA
TREE BOARD

City of Bellevue
Tree Board Minutes
September 8, 2026

Attendance – Attendance – Members present were Don Preister, Tom Mruz, Kay Hegler, Kathy Radosta, Nancy Scott, and Deborah Woracek. Former President of the Tree Board, Joanne Langabee, also attended. Scott Evans and Rob Clatterbuck were excused. Tom Mruz presided at the meeting.

Tree inventory – Former President, Jo Langabee, attended the meeting to help with any questions about how to continue our tree inventory. She suggested we start revisiting the parks now rather than in the winter when the leaves are down. She reminded the Board that the process is objective when deciding the condition of the tree, however, the measuring of the tree is important. Nancy told the new members that doing the inventory with at least three people is ideal. After a discussion it was decided to start with the quadrant with American Heroes Park but to revisit Washington Park first as it is one of the smaller parks. The date of Sept. 21 from 7-9 am has been decided. Kathy took a photo of the list of quadrants, and she will bring maps of all the trees in that quadrant's parks. Don will bring the measuring equipment. Deborah requested a notice of where the group will start on the 28th as she cannot come on the 21st.
Don announced he has had a preliminary meeting with city administrators and some city council members to consider hiring an arborist or a horticulturist position for the parks department. A job description for this future position will be worked on this winter. Don also reported that The Mayor and some administrators are becoming aware of our city's Ailanthus problem. Don related to them the necessities for eradication. Kay announced she is still removing weeds and caring for the mulch around the trees in Stonecroft Park.

Volunteer hours and miles – Please send volunteer hours and miles to Deborah.

Approve Minutes of Aug.11, 2026 - Deborah made a motion to approve the minutes of August 11,2026 **with the revision of using Pawnee Elementary for Wakonda**

School. Kay seconded the motion. All present approved. **Deborah will send the revised minutes to the City of Bellevue to be filed.**

Parks Report – Tom asked if anyone had heard from Jim Shada for a Parks Report. Deborah read the email that Jim sent detailing what the Parks staff have been accomplishing over the last few months. These include recording any park trees that have been removed, landscaping, mowing, etc. **Deborah will insert a copy of the email in the minutes.**

Deborah,
I am not able to attend the Tree Board meeting tomorrow morning. I hope all is going well with everyone. Please find listed below a few things
we are doing or have been doing:
Landscaping work in preparation for the 9 - 11 ceremony at AHP
Landscaping and upkeep of landscaping at various Parks
Tree removal and tree trimming at various parks.
Any tree removal that has occurred has been recorded
Trail renovation has begun or will be starting soon
at Everett and Willow Springs Parks
Partnered with the Nebraska Game and Parks Commission putting up how to fish signs at AHP
Mowing continues at all city parks
Take Care!
Jim Shada

Jim Shada
Park and Recreation Director
City of Bellevue

Old Business
Memorial sign and Dedication – Don reported that the Memorial Sign has not been placed so the dedication ceremony is on hold.

Recap Arrows to Aerospace Parade – Tom reported that the Parade was a success. Led by the contingent of electric vehicles Green Bellevue and members of the Tree Board walked with 24 members. Both the Tree City USA and the Green Bellevue banners led the group. While marching the group picked up litter, handed out energy bags, gave out educational materials, etc. **Having a tree costume will be researched for future use, possibly a Halloween costume can be used.**

Tree plantings at Logan Middle School and Pawnee – The week of the 21st of September is when the Principal of Logan is to call Kay to set up their tree planting. Due to availabilities of the members of the Tree Board a tentative date of Sept. 25 was decided. Don suggested we plant at Logan at 9 am and set up an afternoon planting on the 25th for Pawnee Elementary. Pawnee will receive a Linden to replace the memorial Linden that was planted in the past at the school for a Viet Nam veteran. A ceremony to

honor the veteran is held at Pawnee Elementary every Memorial Day. **Kay will call Logan Middle School to coordinate the tree planting.** Kay also suggested the Board think about planting small clusters of the same species of trees rather than just one tree.

Bellevue Public Library programs – For the October 5 program at the Bellevue Public Library it was decided that the first program would be **Tree Care and the Role of the Tree Board. Set up will be at 5:30 with the program from 6 to 7pm. Kay will act as Emcee, Kathy will explain the Tree Board and our roles, Tom will discuss choosing the correct tree for the site, Don will show how to correctly plant the tree with Nancy following up by showing after care such as watering and proper pruning techniques.** On January 5th we will present the program. "Soft Landings" and on February 10 natives and invasives will be featured in "What We Care for and What We Don't Care for".. The April 18th program will be an event table at 1pm in conjunction with the Library's Adult Summer Kick Off event. Kay suggested we have palm cards to promote the programs. **She will bring an example to our next meeting.**

A Frame Event sign update – Kathy asked the Board to give her ideas for what our event sign or our A frame sign should say. **She is willing to create another sign for the Board to use. Nancy will send Kathy the original version of her logo and then Kathy will send the Board possible bullets to be included on the sign.**

Workdays in parks – It was decided our days of working on updating the city's tree inventory will count as workdays in parks this year.

Winter Projects – All were encouraged to complete their various assignments which will be parts of our Public Library programs as their winter project this year.

New Business – Don suggested Ailanthus sow trees be marked in Tree Plotter at each park as we inventory that park No other new business was presented.

Kay made a motion that we adjourn the meeting; Don seconded the motion. All present agreed. Our next meeting will be Oct.13, 2026 at 9 am.

Respectfully submitted,
Deborah L. Woracek, Secretary
Bellevue Tree Board

Tentative agenda for our next meeting to be held on October 13, 2026 at 9am

Attendance
Volunteer Hours
Approve Minutes of Sept. 8, 2026, meeting
Park Report – Jim

Old Business
Tree Plantings at Logan and Pawnee
Bellevue Library program recap
Winter Projects – upcoming Library programs
Tree inventory
New Business

Brainstorming session for Tree City USA growth awards

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 October 6, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Rich Casey, Don Preister, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: none.

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

Notice of this meeting was given in advance thereof by publication in the Bellevue 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 Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

Motion was made by Burns, seconded by Welch, to amend the agenda by moving Item 11a. immediately prior to item 7.

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

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by McCaw, to approve the consent agenda consisting of the following item: Approval of the September 15, 2026 City Council Minutes: Acknowledge receipt of the September 24, 2026 Planning Commission Minutes; and Approve the list of applications for waiver of hunting regulations as reviewed and approved by Sgt. Don Pleiss.

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

APPROVAL OF CLAIMS:

Motion was made by Preister, seconded by McCaw, to approve October 6, 2026 Claims. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (3rd Reading):

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

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

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

Motion was made by Burns, seconded by Preister, to amend Section 2-29: sentence three, by changing three weeks to two weeks to be consistent.

Councilwoman Welch mentioned her original copy of Ordinance No. 4222 does state two weeks. She requested clarification. Councilman Burns explained in the beginning it states three weeks and in the middle two weeks. He would like it to be consistent.

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

Motion made by Collins, seconded by Welch, to make a second amendment by changing Section 2-29: sentence three, by striking two and adding one, and in sentence three add him or her and staff, and add legal analysis.

Councilwoman Welch clarified this started with three weeks to three weeks, then three weeks to two weeks, and then two weeks to one week. Councilwoman Collins explained it is to make this in compliance with Policy Resolution No. 9.

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

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

Councilwoman Collins excused herself from the meeting and left the Council Chambers at 6:18 p.m.

SPECIAL PRESENTATIONS:

Badge Presentation/Pinning and Oath of Office for Firefighter Candidates and Promotions for Fire Captains and Battalion Chief. (Chief Perry)

Battalion Chief Erin McCormick announced the Firefighter Candidates and Promotions for Fire Captains and Battalion Chief. Mayor Hike gave the Oath of Office to the new firefighter candidates.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (3rd 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. 4221 and provide an effective date was read for the third and final time.

Motion was made by Welch, seconded by McCaw, to approve 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. 4221 and provide an effective date.

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

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 third and final time.

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

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 third and final time.

Motion was made by Casey, seconded by McCaw, to approve 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. Roll call vote to approve the motion was as

follows: Welch, Casey, Preister, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (2nd 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 second time and a public hearing was held.

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

Mr. Dillon Oakes, 4615 North Lewis Avenue, Sioux Falls, South Dakota, was present on behalf of POET Biocarbon. He explained the request for the zoning text amendment would allow non-public entities to access and transfer commodities through existing infrastructure within the MH Zoning district as a permitted use. He stated under the current use it is limited to public entities. This amendment would allow POET to allow them to continue to evaluation a CO2 transfer unloading facility in Bellevue. The facility would connect to regional infrastructure.

Mayor Hike questioned if POET would add to the pipeline or take from the pipeline. Mr. Oakes replied POET would add to the pipeline. Conversation ensued.

Councilman Preister requested an explanation of the pipeline so the public may understand better.

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

Mr. Oakes explained POET is not a pipeline operator. The pipeline is operated by another entity. The activity POET would do is CO2, which is found in soda and seltzer type drinks as the carbonation. Discussion followed.

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on October 20, 2026.

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 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.

Motion made by McCaw, seconded by Burns, to amend Ordinance No. 4232 as follows: Section 21-39: Sentence 1: Strike "five (5)" and add "seven (7)"; Sentence 2: Omit in its entirety; Sentence 5: Rescind strikethrough; Sentence 6: Omit in its entirety; and Sentence 7: Omit in its entirety. Section 21-40: Sentence 1: Strike "in" and Strike "October"; Sentence 3: Strike "Mayor and"; Sentence 5: Strike "shall", add "may", and "and", add "with the approval of City Council"; and Sentence 6: Strike "the Mayor and". All other proposed, red-lined changes shall remain.

Councilwoman Welch questioned why this is being changed on the second reading, versus why it is not being changed at the third reading.

City Attorney Ms. Aimee Bataillon explained that a Council Member can make a motion any time. This motion is only for the amendments.

Councilman Preister explained the reasons for the proposed changes. Discussion followed.

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

Mayor Hike stated the third and final reading of the amended ordinance will be heard at the Council meeting on October 20, 2026.

ORDINANCES FOR INTRODUCTION (1st reading):

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)

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 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 20, 2026.

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

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 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 20, 2026.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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)

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

RESOLUTIONS:

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)

Mr. John Hassett, Bellevue Keno, was present to answer questions.

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

CURRENT BUSINESS:

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)

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

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

Motion was made by Casey, seconded by McCaw, to approve the Environmental Review Record for the Wilshire Project and authorize submission to HUD. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

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)

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

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)

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

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)

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

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)

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

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)

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

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)

Motion was made by Preister, seconded by Burns, to 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). Roll call vote to approve the motion was as follows: Welch, Casey, Preister,

Burns, and McCaw voted yes; voting no: none; abstain: none; absent: Collins. Motion carried.

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)

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

ADMINISTRATION REPORTS:

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

Councilman Preister initiated conversation on the city's finances and credit rating.

CLOSED SESSION: NONE

ADJOURNMENT:

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

Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, and McCaw, voted yes; voting no: none; abstain: none; absent: Collins. 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 October 6, 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

CLAIMS FOR 2026/10/20 COUNCIL MEETING

MAYOR		
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	42.11
		$ 42.11
CITY ADMINISTRATOR		
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	84.23
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	58.52
CAPITAL BUSINESS SYSTEMS, INC	2026/08/20-09/19 COPIER EXPENSE	96.63
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	31.62
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	96.62
LEAGUE OF NEBRASKA MUNICIPALITIES	2026/09/01-2027/08/31 NCMA DUES-J RISTOW	600.00
METROPOLITAN UTILITIES DIST	2026/06/04-09/30 MONTHLY SERVICE	27.38
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	33.63
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	65.91
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	93.62
		$ 1,188.16
LEGAL		
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	174.48
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	10.33
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	17.05
HOUGHTON BRADFORD WHITTED PC, LLO	2026/08/28 ANALYSIS OF CLAIMS STATUS-CASE 5078-0001	67.50
METROPOLITAN UTILITIES DIST	2026/06/04-09/30 MONTHLY SERVICE	4.83
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	34.20
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	61.59
		$ 369.98
CABLE ADVISORY		
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	42.12
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	51.63
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	85.25
METROPOLITAN UTILITIES DIST	2026/06/04-09/30 MONTHLY SERVICE	24.16
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	20.86
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	29.55
		$ 253.57
CITY CLERK		
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	89.48
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	15.81
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	147.77
METROPOLITAN UTILITIES DIST	2026/06/04-09/30 MONTHLY SERVICE	41.87
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	21.66
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	30.10
		$ 346.69
FINANCE/RISK MANAGEMENT		
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	210.56
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	75.73
CAPITAL BUSINESS SYSTEMS, INC	2026/08/21-09/20 COPIER EXPENSE-X1381	12.49
CAPITAL BUSINESS SYSTEMS, INC	2026/08/20-09/19 COPIER EXPENSE-P1436	222.71
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	15.81
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	125.04
INFOSAFE SHREDDING	ON-SITE SHREDDING	30.00
METROPOLITAN UTILITIES DIST	2026/06/04-09/30 MONTHLY SERVICE	35.43
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-(2) EMPLOYEES	379.99
STANDARD PRINTING COMPANY	A/P CHECKS	494.92
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	75.01
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	127.57
		$ 1,805.26

MINUTE RECORD

CLAIMS FOR 2026/10/20 COUNCIL MEETING

LIBRARY

CENGAGE LEARNING, INC	BOOKS	32.80
INGRAM LIBRARY SERVICES LLC	2026/09/24-2027/09/24 IPAGE ACCESS	386.16
INGRAM LIBRARY SERVICES LLC	BOOKS	1,851.15
MATRIX BUSINESS SYSTEMS INC	2026/08/31-09/30 COPIER EXPENSE	22.49
NEBRASKA LIBRARY COMMISSION	2026/10/01-2027/09/30 OVERDRIVE PARTICIPATION FEE & MAG SUBSCR	9,627.70
OCLC INC	2026/10/01-2027-09/30 CATALOGING, METADATA, WORLDSHARE	20,176.15
RUFF WATERS, INC	2026/09/30M AQUARIUM MAINTENANCE & SUPPLIES	357.00
SENSOURCE	2026/12/31-2027/12/31 ANNUAL DATA HOSTING-VEACLOUD	228.00
SGH CONCEPTS	2026/10/02-2027/10/01 PARTITION PREVENTATIVE MAINT & INSPECT	400.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	79.23
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	103.81
		$ 33,264.49

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	126.34
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	58.52
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	15.81
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	96.62
INSTITUTE FOR COMMUNITY ALLIANCES	2026/11/01-2027/10/31 HMIS USER FEES ANNUAL BILLING	487.00
INTEGRATED CARE, LLC	DRUG SCREEN, PHYSICAL CAP PROFILE	190.00
METROPOLITAN UTILITIES DIST	2026/06/04-09/30 MONTHLY SERVICE	27.38
OMAHA PUBLIC POWER DISTRICT	2026/08/20-09/22 MONTHLY SERVICE	363.14
SIMPLIVERIFIED, LLC	BACKGROUND CHECKS	31.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	74.68
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	102.29
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	2,604.51
		$ 4,177.29

CODE ENFORCEMENT

AALL ABOUT TREES	DEADWOOD REMOVAL FROM TREE-3951 STEPHANIE LN	425.00
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	210.59
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	3.35
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	15.81
CLAYTON GRUHN	8206 S 38TH AVE-CUT TREEES, HAUL AWAY DEBRIS	1,295.00
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	1.09
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	12.06
PAPILLION SANITATION	2026/09/23 CODE CLEANUP	444.45
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	68.74
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	78.59
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	1,206.32
		$ 3,761.00

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 240122-GOOGLE FIBER INSTALL 2026/08/31-09/27	3,426.88
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	319.53
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	5.62
CAPITAL BUSINESS SYSTEMS, INC	2026/08/22-09/21 COPIER EXPENSE	59.02
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	31.62
CITYVIEW-A DIVISION OF HARRIS COMPUTER SYSTEMS	2026/09/16-2027/09/15 BLLUEBEAM RENEWAL FOR PW	2,236.30
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	1.83
JEO CONSULTING GROUP, INC	BPW 250119-PW STRATEGIC PLANNING THRU 2026/09/30	5,123.75
JF PETROLEUM GROUP	ON-SITE FUEL PUMP REPAIR-N SHOP	838.20
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	20.25
OLSSON ASSOCIATES	BPW 240802-WATERPARK INFRASTRUCTURE 2026/08/09-09/12	38,227.65
ONE CALL CONCEPTS	2026/09/30M LOCATES	1,284.78
SARPY COUNTY & CITIES WASTEWATER AGENCY	CONNECTION FEES ENT DIST- BLDG PRMT LOTS 1-5	20,019.74
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/09/30M WORK COMP DISBURSEMENTS	879.64
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	58.48
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	89.60
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	170.05
		$ 72,792.94

MINUTE RECORD

CLAIMS FOR 2026/10/20 COUNCIL MEETING

PARKS

A-RELIEF SERVICES	2026/08/24-09/20 PORTABLE RESTROOM-BICYCLE CLUB	103.00
A-RELIEF SERVICES	2026/08/24-09/20 PORTABLE RESTROOM-HAWORTH PARK	103.00
A-RELIEF SERVICES	2026/09/17-10/14 PORTABLE RESTROOM-ASPEN PARK	199.00
A-RELIEF SERVICES	2026/09/01-09/28-PORTABLE RESTROOMS-AHP	831.00
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	83.65
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	101.55
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	15.81
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	0.42
HUGHES TREE SERVICE	BALDWIN FIELD-TREE REMOVAL	4,950.00
INDOFF, INC	COPY PAPER	93.98
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	800.29
NL & L CONCRETE INC	BPW 260201-EVERETT PK TRAIL IMPROVE THRU 2026/10/06	98,942.47
OMAHA PUBLIC POWER DISTRICT	2026/07/31-09/01 MONTHLY SERVICE	111.38
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	2,830.37
OMAHA PUBLIC POWER DISTRICT	2026/08/20-09/23 MONTHLY SERVICE	38.46
OMAHA PUBLIC POWER DISTRICT	2026/08/21-09/23 MONTHLY SERVICE	547.91
OMAHA PUBLIC POWER DISTRICT	2026/08/26-09/25 MONTHLY SERVICE	73.61
PRIDE HOME MAINTENANCE SERVICES, INC	IRRIGATION SYSTEM SERVICE-BALDWIN & HAWORTH	425.00
SITEONE LANDSCAPE SUPPLY	HERBICIDE, INSECTICIDE, TANK CLEANER, EMERGENT, SEED BLEND, GRANULAR SOIL AMENDMENT	44,168.43
THIELE GEOTECH	BPW 260201-MATERIALS TESTING-EVERETT PARK 2026/08/24-09/23	2,984.25
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	76.49
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	100.77
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	5,266.39
XCEL GROUNDS MANAGEMENT	LANDSCAPE GRASSES, ROSES-THOMPSON PARK	980.00
		$ 163,827.23

RECREATION

AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	137.43
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	94.86
K & J ELITE SPORTS TURF, INC	HAWORTH RENOVATION OF BALLFIELDS THRU 10/07/26	19,100.00
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	1,915.64
OMAHA PUBLIC POWER DISTRICT	2026/07/31-09/01 MONTHLY SERVICE	62.68
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	349.62
OMAHA PUBLIC POWER DISTRICT	2026/08/20-09/23 MONTHLY SERVICE	577.37
OMAHA PUBLIC POWER DISTRICT	2026/08/21-09/23 MONTHLY SERVICE	40.44
SHERWIN WILLIAMS CO	FILTER, ROD, TUBE FOR REED CTR	104.71
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	7.41
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	18.31
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	611.52
		$ 23,019.99

FACILITY MAINTENANCE

AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	126.33
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	468.00
CARPENTER PAPER CO	FLOOR CLEANER, TOWELS, TISSUE, LINERS, HAND SOAP	1,562.39
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	47.43
CERRIS SYSTEMS NORTH CENTRAL, INC	REPAIR ACTUATOR MOUNTS-1500 WALL	657.00
CERRIS SYSTEMS NORTH CENTRAL, INC	RTU DOWN-DIST 3	6,225.50
CULLIGAN OF OMAHA	2026/10/31M COOLER RENTAL	7.00
DAY ELECTRIC SERVICE, INC	PRESSURE WASHER REPAIR, FURNACE POWER BOARD	599.50
FISH WINDOW CLEANING	2026/10/07 WINDOW CLEANING - 1500 & 1510 WALL	950.00
HD SUPPLY FACILITIES MAINTENANCE	TP, DISINFECTANT, LINERS-REED CTR	305.92
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	31.58
INTERSTATE POWER SYSTEMS, INC	ANNUAL GENERATOR SERVICE	4,628.59
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	117.88
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	170.79
METROPOLITAN UTILITIES DIST	2026/09/02-09/30 MONTHLY SERVICE	50.00
OMAHA DOOR & WINDOW COMPANY, INC	WASH BAY DOOR & OPENER REPLACED-PD	28,501.00
OMAHA PUBLIC POWER DISTRICT	2026/08/08-09/11 MONTHLY SERVICE	340.21
OMAHA PUBLIC POWER DISTRICT	2026/08/10-09/10 MONTHLY SERVICE	86.88
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	1,435.01
OMAHA PUBLIC POWER DISTRICT	2026/08/20-09/23 MONTHLY SERVICE	433.15
OMAHA PUBLIC POWER DISTRICT	2026/08/21-09/23 MONTHLY SERVICE	50.92
ROCHESTER MIDLAND CORPORATION	2026/10/31M WATER ENERGY TEAM FIXED BILLING	399.60

MINUTE RECORD

CLAIMS FOR 2026/10/20 COUNCIL MEETING

FACILITY MAINTENANCE (CONT'D)

SCHUMACHER ELEVATOR	2026/09/03-11/30 ELEVATOR MAINTENANCE-1500 & 1510 WALL	1,197.00
SECURITY EQUIPMENT INC	2026/09/21--2027/09/30 ALARM MONITORING-FLEET	232.72
SECURITY EQUIPMENT INC	FIRE PANEL CELLULAR DIALER-FLEET & REED CTR	1,877.42
SECURITY EQUIPMENT INC	2026/09/22-2027/09/30 ALARM MONITORING-REED CTR	725.70
SECURITY EQUIPMENT INC	2026/10/01-2027/09/30 ALARM MONITOR, SERV & SUPPORT	43,604.52
SECURITY EQUIPMENT INC	2026/09/28-2027/09/30 SERVICE AGREEMENT-PD	496.10
SUN VALLEY LANDSCAPING	PRAIRIE HERBICIDE APP, SPOT SEEDING-WALL ST	860.00
TRICO MECHANICAL SERVICES	HVAC LEAK-FOOD PANTRY 2026/09/24	88.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	72.28
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	90.71
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	1,037.55
		$ 97,476.68

CEMETERY

AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	42.12
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	90.25
CAPITAL BUSINESS SYSTEMS, INC	2026/10/06-11/05 COPIER EXPENSE	20.60
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	12.57
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	21.48
OMAHA PUBLIC POWER DISTRICT	2026/08/20-09/23 MONTHLY SERVICE	322.82
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	23.48
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	28.74
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	1,005.91
		$ 1,567.97

STREETS

ALFRED BENESCH & COMPANY	BPW 260102-2026 CONCRETE PROJECTS 2026/08/31-09/27	32,664.50
ALFRED BENESCH & COMPANY	BPW 250104-2025 CITY OVERLAY PROJECTS 2026/07/06-09/27	1,235.00
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	235.31
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	153.81
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	79.05
DAY ELECTRIC SERVICE, INC	TROUBLESHOOT STREETLIGHTS, REPAIR LIGHT POLE PVC	1,225.00
FELSBURG HOLT & ULLEVIG, INC	BPW 260107-FT CROOK & CHILDS INTERSECTION 2026/06/01-07/31	1,345.00
FELSBURG HOLT & ULLEVIG, INC	BPW 260107-FT CROOK & CHILDS INTERSECTION 2026/08/01-08/31	5,891.25
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	1.26
HELENA AGRI-ENTERPRISES LLC	25 GAL WEED KILLER	562.50
JACK DRISCOLL	REIMB COMMERCIAL LERNER'S PERMIT	16.25
KARNIK FARMS LLC	ROW-2ND PAYMENT-FT CROOK RD REACH KARNIK PURCHASE	120,100.00
MARTIN ASPHALT	ASPHALT	384.00
MD SOLUTIONS, INC	U CHANNEL GALVANIZED POSTS	12,280.00
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	375.76
NAVARRO LAWN & LANDSCAPE INC	BPW 260102-2026 CONCRETE PKG #2 2026/08/30-10/02	254,339.49
OMAHA PUBLIC POWER DISTRICT	2026/07/31-09/01 MONTHLY SERVICE	148.10
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	652.57
OMAHA PUBLIC POWER DISTRICT	2026/08/19-09/21 MONTHLY SERVICE	330.44
OMAHA PUBLIC POWER DISTRICT	2026/08/20-09/23 MONTHLY SERVICE	48.94
OMAHA PUBLIC POWER DISTRICT	2026/08/21-09/23 MONTHLY SERVICE	1,152.69
OMAHA PUBLIC POWER DISTRICT	2026/08/26-09/25 MONTHLY SERVICE	13,511.27
OMAHA PUBLIC POWER DISTRICT	2026/08/28-09/29 MONTHLY SERVICE	104,559.31
OMNI ENGINEERING	ASPHALT	3,590.76
PHILIP LABADIE AND MARY LABADIE	REIMBURSE FOR SPRINKLER REPAIR	4,150.00
PLATTE RIVER CONCRETE CO	CONCRETE	951.00
RAVEN MATERIALS	ASPHALT	258.30
READY MIXED CONCRETE COMPANY	CONCRETE	10,776.14
STANEK INDUSTRIES LLC	BPW 260102-2026 CONCRETE PKG #1 2026/09/24-2026/10/03	5,060.27
THIELE GEOTECH	BPW 250603-MATERIALS TESTING KENNEDY & CAPE 2026/08/25-09/23	589.50
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/09/30M WORK COMP DISBURSEMENTS	17,103.18
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	258.10
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	324.84
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	5,414.38
		$ 599,767.97

MINUTE RECORD

CLAIMS FOR 2026/10/20 COUNCIL MEETING

FLEET MAINTENANCE

911 CUSTOM, LLC	MINI ION T-SERIES LT RED/BLU, VERTEX SUPER-LED LT WHITE	304.18
ALLIED OIL & TIRE COMPANY	BULK OIL, ANTIFREEZE	1,778.39
ARNOLD MOTOR SUPPLY	DUAL FAN ASY W.O CONTROLLER, OIL FILTERS	200.38
ARROW TOWING	HEAVY DUTY TOWING-ENG21	513.00
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	115.21
AUTOMOTIVE WAREHOUSE DIST, INC	WIRE BRUSHES, LOCK TIGHT-THREADLOCKER, WD40, ELECTRICAL TAPE, 7-WAY TRAILER PLUG	241.04
BAUER BUILT TIRE & SERVICE	TIRES	1,130.00
BAXTER FORD OF OMAHA	OIL ELEMENT, GASKETS, SEAL, HOUSING, BRAKE PADS, WHEEL HUB ASYS, FRONT ARM ASYS, BRAKE ROTOR ASYS, TUBE ASY, FUEL FEED TUBE, VAPOUR CANNISTER	3,889.40
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	122.65
CAMERON VICK	REIMBURSE FOR CDL	64.00
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	47.43
CORNHUSKER INTERNATIONAL TRUCKS	SHOES, CORE DEP, SLACK ADJ, CHAMBER, BRAKE DRUMS, WHEEL SPEED SENSOR, AIR FILTER	2,025.16
CULLIGAN OF OMAHA	BOTTLED WATER 2026/09/11	69.00
DANIELSON / TECH SUPPLY	STRAIGHT PUSH ON GAUGE	42.42
FACTORY MOTOR PARTS CO	OIL FILTERS, MOTOR OIL	57.89
GALVIN GLASS	WINDSHIELD REPAIR-ENG41	45.90
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	3.37
HYDRAULIC CONTROLS, INC CORP	HYDRAULIC CYLINDER-ST SOUTH	327.00
INTERSTATE BATTERIES	BATTERIES	558.01
KEN MEYER DISTRIBUTING, INC	DISPOSABLE GLOVES	49.50
METROPOLITAN UTILITIES DIST	2026/09/02-09/30 MONTHLY SERVICE	128.71
MIDWEST LIFT WORKS, LLC	CAP FOR BOTTOM OF 10L TANK-FLT1	54.96
NAPA AUTO PARTS	TOUCH SWITCHES, FILTERS, CLAMPS, FITTINGS, DISP GLOVES, FUNNEL, LAMPS, WHEEL VALVES, WIPER BLADES	599.70
NIPPON SANSO MATHESON INC	FAB GAS CYLINDERS	177.64
OMAHA PUBLIC POWER DISTRICT	2026/08/21-09/24 MONTHLY SERVICE	1,074.36
ONEMONROE	TIE WRAP, SHRINK TUBING, PLOW BOLTS, LOCK NUTS, SCREWS	679.54
QUALITY TIRE, INC	TURF MASTER TIRE	150.00
SUSPENSION SHOP, INC	REARSPRING U BOLTS	146.60
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/09/30M WORK COMP DISBURSEMENTS	1,047.98
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	164.62
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	208.17
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	806.13
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS RENTAL	530.97
WOODHOUSE PLATTSMOUTH	TRANSFER CASE YOKE, OUTPUT SEAL	65.62
		$ 17,418.93

PLANNING

AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	42.11
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	5.08
CAPITAL BUSINESS SYSTEMS, INC	2026/08/18-09/17 COPIER EXPENSE	49.25
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	15.81
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	1.65
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	18.32
OMAHA WORLD HERALD	LEGAL AD	26.44
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	28.73
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	42.70
		$ 230.09

PERMITS & INSPECTIONS

AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	510.11
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	6.79
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	15.81
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	2.21
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	24.47
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	89.03
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	116.67
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	1,023.81
		$ 1,788.90

MINUTE RECORD

CLAIMS FOR 2026/10/20 COUNCIL MEETING

POLICE

AMAZON WEB SERVICES, INC	2026/09/30M WEB SERVICES	1,391.50
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	4,763.78
ATHLETICO PHYSICAL THERAPY	POST OFFER SCREENING	75.00
AUTO BODY AUTHORITY	TOW CHARGES	500.00
AXON ENTERPRISE, INC	TASER BATTERY PACKS	523.20
AXON ENTERPRISE, INC	2026/10/01-2027/09/30 TASER 7 CERTIFICATION BUNDLE	56,298.25
BENEFIT PLANS	2026/10/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	120.34
BRIAN BENSHOOF	REIMB PER DIEM-TASER INSTRUCTOR CERTIFICATION	170.00
CAPITAL BUSINESS SYSTEMS, INC	2026/08/17-09/16 COPIER EXPENSE	612.49
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	126.48
COLLISION FORENSIC SOLUTIONS LLC	DOT 3D LIDAR CRASH MAPPING EQUIPMENT	8,013.00
CRASH DATA GROUP	CDR DOWNLOAD CABLES	3,200.00
CULLIGAN OF OMAHA	BOTTLED WATER & COOLER RENTAL	651.55
DATAVANT	SUBPOENA FOR MEDICAL RECORDS	20.00
DAY ELECTRIC SERVICE, INC	LIGHT POLE REPAIR FOR LPR CAMERA	63.50
FIRST INTERSTATE BANK	SUBPOENA FOR RECORDS	25.00
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICES	1,000.00
GALL'S, LLC	CHAIN RESTRAINT BELTS (7)	277.43
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	293.49
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	39.11
HOPE VALENTINE, LLC	2026/09/30M MENTAL HEALTH HOURS-5 HOURS	750.00
INTELLIGENT VIDEO SOLUTIONS	2026/12/28-2027/12/27 SSAR-IVS RR12 RENEWAL	3,421.06
JACKSON SERVICES, INC	DOOR MAT SERVICE	290.45
JAMES KRIPAL	REIMB PER DIEM-TASER INSTRUCTOR CERTIFICATION	170.00
JORDAN SPENCER	REIMB PER DIEM-USPIS	102.00
LYNN PEAVEY COMPANY	(30) BLOOD ALCOHOL SPECIMEN KITS, SHP	337.42
MAGNET FORENSICS, LLC	2026/11/01-2027/10/31 MAGNET AXIOM ESSENTIALS & ADVANCED	17,165.00
MATRIX BUSINESS SYSTEMS INC	2026/08/31-09/30 COPIER EXPENSE	144.94
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	433.73
MICHAEL JARVIS	REIMB PER DIEM-TASER INSTRUCTOR CERTIFICATION	170.00
NORTH AMERICAN RESCUE	WOUND & LACERATION SIMULATORS, BLOOD SUPPLY PUMP	1,132.88
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	33.59
POLICE NARRATIVES AI	2026/10/05-2027/10/05 POLICE NARRATIVES AI AGENCY SUBSCR	28,790.40
SPEARTAC SOLUTIONS, LLC	POINT BLANK SPECIAL PLATES-SWAT VESTS,SHP	1,870.00
THOMSON REUTERS - WEST	2026/09/30M ON-LINE SOFTWARE SUBSCRIPTION	520.80
TIMOTHY J HRBEK	2026/10 ANNUAL SETTLEMENT PAYMENT THRU OCT 2030	15,528.00
TRAVELERS	2026/07/25 AUTO LIABILTY CLAIM	5,743.64
TRAVELERS	2026/09/30M PAID LOSS RECOVERY	3,340.00
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/09/30M WORK COMP DISBURSEMENTS	15,192.60
TRI-TECH FORENSICS, INC	TAC MED SUPPLIES	6,855.33
TWIN CREEK ANIMAL HOSPITAL	VET VISITS CHECQUE 2026/08/24-09/14	164.30
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	796.06
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	2,082.59
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	24,351.98
VERIZON WIRELESS	2026/09/24-10/23 MONTHLY SERVICE	267.05
WESTON A SECRIST	REIMB PER DIEM-DRE FIELD CERTIFICATIONS	442.00
		$ 217,077.50

FIRE & RESCUE

AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	1,105.08
BLACK HILLS ENERGY	2026/08/31-09/30 MONTHLY SERVICE	177.52
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	94.86
DANKO EMERGENCY EQUIPMENT	CMC FLAT FOOT FOR ARIZONA VORTEX	399.66
DXP ENTERPRISES, INC	MULTI RAE LITE OXYGEN SENSOR, COMBUSTABLE SENSOR	676.88
ED M FELD EQUIPMENT CO	BRAYDEN, COVER, GAUGE	271.08
GRAINGER	GAS DETECTOR SENSOR	295.45
GREAT PLAINS UNIFORMS	UNIFORM ALTERATIONS, BLACK TIES, TACTICAL PANTS	868.47
HARRIS DECALS INC	DECALS FOR VARIOUS FIRE ENGINES	219.66
HEARTLAND NATURAL GAS LLC	2026/08/31-2026/09/30 MONTHLY SERVICE	13.89
INTERSTATE POWER SYSTEMS, INC	GENERATOR SERVICE-TRAINING SITE	1,363.60
MARCO TECHNOLOGIES, LLC	2026/08/27-09/26 COPIER EXPENSE	142.67
MARKING REFRIGERATION, INC	ICE MACHINE MAINTENANCE-TRAINING SITE	990.50
METROPOLITAN UTILITIES DIST	2026/08/01-09/01 MONTHLY SERVICE	47.44
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	850.63
METROPOLITAN UTILITIES DIST	2026/09/02-09/30 MONTHLY SERVICE	50.18
METROPOLITAN UTILITIES DIST	2026/09/02-10/01 MONTHLY SERVICE	106.91
OMAHA DOOR & WINDOW COMPANY, INC	GATE REPAIR-TRAINING SITE	372.36

MINUTE RECORD

CLAIMS FOR 2026/10/20 COUNCIL MEETING

FIRE & RESCUE (CONT'D)		
OMAHA PUBLIC POWER DISTRICT	2026/07/31-09/01 MONTHLY SERVICE	1,538.86
OMAHA PUBLIC POWER DISTRICT	2026/08/10-09/10 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	2,428.99
OMAHA PUBLIC POWER DISTRICT	2026/08/20-09/23 MONTHLY SERVICE	1,132.57
OMAHA PUBLIC POWER DISTRICT	2026/08/21-09/23 MONTHLY SERVICE	3,117.68
OMAHA PUBLIC POWER DISTRICT	2026/08/26-09/25 MONTHLY SERVICE	861.12
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/09/30M WORK COMP DISBURSEMENTS	4,251.74
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	612.29
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	1,432.43
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	14,864.25
ZOLL DATA SYSTEMS INC	2026/11/30M ZOLL BILLING, 2026/10/26-10/31 ZOLL BILLING CREDIT	1,733.81
		$ 40,053.58
NON-DEPARTMENTAL/CONTRACTS		
ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, LLC	2026/10/01-2027/09/30 BROKER FEE	40,000.00
ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, LLC	2026/10/01-2027/09/30 EXCESS WORKER COMP - INSTALL 1 OF 2	94,117.50
ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, LLC	2026/10/01-2027/09/30 CYBER LIABILITY, FEES, SURPLUS LINES	32,843.97
ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, LLC	2026/10/01-2027/09/30 UNMANNED AIRCRAFT SYSTEMS, WC SIR BOND	21,256.75
ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, LLC	2026/10/01-2027/09/30 AUTO LIAB, GL PROFESSIONAL, UMBRELLA	507,925.00
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	224.92
GREAT PLAINS COMMUNICATIONS LLC	2026/10/31M MONTHLY SERVICE	545.19
HDR ENGINEERING, INC	BPW 240501-PRAIRIE HILL DEV-INFRASTRUCTURE 2026/08/23-09/26	12,586.77
NEBRASKA WORKERS' COMP COURT	2026/12/01-2027/11/30 WORKERS COMP ADMIN FEE ASSESSMENT	2,000.00
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	132.85
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2026/07/31M MAT SERVICE 1882 MILES	6,252.00
SARPY COUNTY COURT HOUSE	2026/10/31M ANIMAL CONTROL	17,259.00
SARPY COUNTY COURT HOUSE	2026/11/30M ANIMAL CONTROL	17,259.00
		$ 752,402.95
INFORMATION TECHNOLOGY		
SENTINEL TECHNOLOGIES, INC	2026/09/30M FORTIS SERVICES & PRODUCTS	5,414.77
TJ CABLE AND UNDERGROUND SERVICES, LLC	2026/09/30M LOCATES FOR IT	800.00
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	339.30
		$ 6,554.07
SOLID WASTE		
CITY OF OMAHA	2026/09/30M COMPOST DELIVERIES	12,811.39
PAPILLION SANITATION	2026/09/30M TRASH HAULING	387,401.85
		$ 400,213.24
WASTEWATER		
AT&T MOBILITY	2026/08/22-09/21 MONTHLY SERVICE	709.59
CENTURY LINK	2026/09/22-10/21 MONTHLY SERVICE	701.85
COX BUSINESS SERVICES	2026/09/18-10/17 MONTHLY SERVICE	91.99
HANEY SHOE STORE	SAFETY BOOTS-D BUZA, P WOOLERY	375.99
HDR ENGINEERING, INC	BPW 240603-SCWWA CONNECTION EVAL 2026/08/23-09/26	53,512.41
HDR ENGINEERING, INC	BPW 181013-QUAIL CREEK LIFT STATION 2026/08/23-09/26	31,366.36
HDR ENGINEERING, INC	BPW 250114-LANDINGS LIFT STATION SERV 2026/08/23-09/26	2,284.03
HDR ENGINEERING, INC	BPW 211123-HAWORTH PARK WW COLLECTION SYS 2026/08/23-09/26	6,364.73
HEIMES CORPORATION	BPW 1810123-QUAIL CREEK LIFT STATION THRU 2026/09/21	239,498.06
HYDRO OPTIMIZATION & AUTOMATED SOLUTIONS, INC	SYMCOM 5-CHANNEL SAFE SWITCH	926.37
OMAHA PUBLIC POWER DISTRICT	2026/08/11-09/11 MONTHLY SERVICE	3,640.20
OMAHA PUBLIC POWER DISTRICT	2026/08/20-09/23 MONTHLY SERVICE	2,138.57
OMAHA PUBLIC POWER DISTRICT	2026/08/21-09/23 MONTHLY SERVICE	1,157.70
POSM SOFTWARE LLC	2026/10/26-2027/10/25 POSM PRO-SUPPORT, GIS SERVER	8,250.00
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	2026/09/30M WORK COMP DISBURSEMENTS	3,362.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LIFE	131.33
UNITED OF OMAHA LIFE INSURANCE CO	2026/09/30M LTD	166.30
US BANK VOYAGER FLEET SYSTEMS	2026/08/31M FUEL PURCHASES	4,250.08
VALLEY CORPORATION	BPW 240603-INTERCEPTOR SEWER & SCCWWA CONN THRU 2026/09/29	678,869.59
		$ 1,037,797.41

MINUTE RECORD

CLAIMS FOR 2026/10/20 COUNCIL MEETING

MEDICAL SELF FUNDING		
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/10/01 WEEKLY MEDICAL CLAIMS FOR 2026/09/23-09/29	151.150.71
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/10/02 WEEKLY MEDICAL CLAIMS FOR 2026/09/30	7.636.92
		$ 158,787.63
MATTEL WONDER INDOOR WATERPARK		
AMERICAN RESORT MANAGEMENT, LLC	2026/09/30M BEL_EVUE BAY INDOOR WATERPARK-DESIGN SERVICES	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	2026/09/30M REIMB EXPENSES-MARKETING & PROMOTION	3,472.35
AMERICAN RESORT MANAGEMENT, LLC	2026/09/30M REIMBURSEABLE PCARD EXPENSE & TRAVEL FOR	25,793.86
HOLLAND BASHAM ARCHITECTS, INC	2026/09/30M PROF SERV-WATERPARK INV 9691	39,029.80
THIELE GEOTECH	BPW 240802-MATERIALS TESTING-WATERPARK 2026/08/24-09/23	11,469.00
		$ 92,265.01
2206 LONGO DR (ANNEX)		
C&E INDUSTRIES	2026/09/30M JANITORIAL SERVICE	3,991.10
C&E INDUSTRIES	BIOHAZARD CLEAN UP IN THE VA	535.00
CBRE, INC - VALUATION & ADVISORY SERVICES	LEASE EXECUTION	12,589.62
CENTURY LINK	2026/09/03-10/03 MONTHLY SERVICE	139.44
CERRIS SYSTEMS NORTH CENTRAL, INC	HEATPUMP NOT WORKING, POSSIBLE CONDENSOR, HVAC PREVENTATIVE MAINTENANCE, INVESTIGATE COOLING TOWER OVERFLOW, A/C & HVAC REPAIRS	12,976.55
CINTAS LOCATION #749	2026/10/31M MAT SERVICE	1,017.08
COX BUSINESS SERVICES	2026/08/27-09/26 MONTHLY SERVICE	157.80
ENGINEERED CONTROLS	SOFTWARE UPDATE	4,340.00
FIRE PROTECTION SERVICES, LLC	SEMI ANNUAL FIRE ALARM AND EXTINGUISHERS INSPECTION	644.35
METROPOLITAN UTILITIES DIST	2026/08/31 MONTHLY SERVICE - GAS	53.51
METROPOLITAN UTILITIES DIST	2026/08//31 MONTHLY SERVICE - WATER & SEWER	2,034.41
OMAHA PUBLIC POWER DISTRICT	2026/07/23-08/21 MONTHLY SERVICE	11,581.91
PAPILLION SANITATION	2026/09/30M SERVICE	429.94
PRIDE HOME MAINTENANCE SERVICES, INC	IRRIGATION SYSTEM SERVICE	1,622.40
PROTECH PEST CONTROL	2026/09/30M PEST CONTROL	363.80
SCHUMACHER ELEVATOR COMPANY	2026/06/30Q ELEVEATOR MAINTENANCE	600.59
SELDIN LLC	2026/08/31M MANAGEMENT FEES	1,450.00
SELDIN LLC	2026/09/30M BANK FEES	24.14
SELDIN LLC	2026/08/31M APPFOLIO FEES	44.61
TAILORED LAWNS, INC	LAWNCARE	700.00
TITANIUM FIRE SPRINKLER COMPANY	ANNUAL FIRE INSPECTION, SCREWED IN COVER PLATES TO SIT PROPERLY ON CEILING	1,195.00
USG	BPC INVESTIGATED GFCI BREAKER TRIPPING. REPLACED FLTY OUTLET, GRND MAINT, MEET WITH CNTRS ABOUT DOOR CLOSER, EM FLOOD LGHT, REPLACE CEILING TILES, MONTHLY ELEVATOR INSPECTION,	7,193.91
WATERLINK INC	2026/09/30M WATER TREATMENT SERVICE	431.63
		$ 64,116.79
COMMUNITY BETTERMENT		
OMAHA PUBLIC POWER DISTRICT	2026/08/26-09/25 MONTHLY SERVICE	100.69
		$ 100.69
FEDERAL FORFEITURES - JUSTICE FUNDS		
VERIZON WIRELESS	2026/09/22-10/21 MONTHLY SERVICE	663.29
		$ 663.29
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	2026/08/31M CDBG CONSULTANT EXPENSES	3,052.50
HABITAT FOR HUMANITY OF OMAHA	HOME REPAIR PROGRAM-1017 PARKWAY DR 2026/05/01-08/04	5,800.00
		$ 8,852.50
	TOTAL CLAIMS FOR 2026/10/20	**$ 3,801,983.91**
	TOTAL PAYROLL FOR 2026/09/25	**$ 2,051,974.32**

10a.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/20/2026			SUBMITTED BY: City Clerk		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE	✓	ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Recommend approval of an amended application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Francois Enterprises Inc. dba Stella's Bar and Grill located at 106 Galvin Road South Bellevue, NE 68005 for reconstruction to licensed area.

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of an amended application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Francois Enterprises Inc. dba Stella's Bar and Grill located at 106 Galvin Road South Bellevue, NE 68005 for reconstruction to licensed area.

ATTACHMENTS:

1.	Application	2.	Planning Report	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Liquor License Application Report
City of Bellevue
Planning Department

Due to Clerk Date: October 9, 2026 City Council Date: October 20, 2026

Applicant: Francois Enterprises Inc. dba Stella's Bar and Grill

Address: 106 Galvin Road South Bellevue, NE 68005

Requested Action:

Recommend approval of an amended application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Francois Enterprises Inc. dba Stella's Bar and Grill located at 106 Galvin Road South Bellevue, NE 68005 for reconstruction to licensed area.

Background:

City Council approved a Class C Liquor License for Stella's Bar and Grill on March 14, 2011. Stella's is requesting an amendment of reconstruction to the licensed area due to a fire. Amendment includes the additional of an outdoor deck.

Is this location within the city limits of Bellevue? Yes

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

Existing Zoning: BG (General Business) Existing Land Use: Commercial/Restaurant

Will Zoning allow a liquor license: Yes

Is the current use non-conforming? No

Explanation: n/a

Adjacent Land Use and Zoning:

North: Community Garden & Immanuel Lutheran Church, RS-84 (Single Family Residential)

South: Single Family Residential, RS-84

East: Vacant/Singe Family Residential, BG and RG-20 (across Galvin Rd. S.)

West: Single Family Residential, RD-60

Distance from school (If applicable): n/a

Distance from college (If applicable): n/a

Distance from church (If applicable): Immanuel Lutheran approx 377 feet north.

Immediate neighborhood/area land uses:

This property is zoned commercial with single family residential adjacent to the south, east, and west and a church adjacent to the north.

Number of parking spaces required: n/a Provided: _____

Analysis of neighborhood effects:

Traffic: There is no traffic impact expected.

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

Pedestrian: There is no pedestrian impact expected.

Noise: There is no noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

This is a commercial area which would accommodate on sale liquor sales.

Nebraska Liquor Control

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

Application Copy

File Number: 194700

AMENDMENT TYPE

Reconstruction to Licensed Area

APPLICATION DATE RECEIVED

2026-09-21

PREMISES TYPE

Converted

PREMISES NAME

Stella's Bar & Grill

OPERATOR

FRANCOIS ENTERPRISES INC

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

106 Galvin Rd S, Bellevue, Nebraska, 68005

MAILING ADDRESS

106 Galvin Rd S
Bellevue, NE 68005-2119

CONTACT NAME

Pamela Francois

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 214-2242

ALTERNATE PHONE

FAX

EMAIL

pamfrancois72@yahoo.com

PREMISES MANAGER

STEPHANIE J FRANCOIS

QUESTIONS

Class C Beer, Wine, Spirits On a

1. Current license legal description: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

   L67, W30

2. New Dimensions: Enter total length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

   L76, W30. Plus outdoor deck L29, W15

3. What is being added to the area, deleted from the area, or changed in the area? Explain the type of addition/deletion/reconstruction, i.e. addition to the building, storage area being removed. *Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

   An addition was added to house a walk-in cooler, a new vestibule in front, and outdoor deck

4. Is there an outdoor area?
   *Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

   Yes
   L29, W15

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

   Yes
   L50, W22

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

   1

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	stellasdeed.pdf	Deed
Premises Description &	IMG_1764.jpeg	Drawing of building

Diagram

APPLICANT

Pamela Francois

DECLARATION

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

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

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2007-20246
2007 JUL -6 P 3:52

Gloria J. Hawekotte
REGISTER OF DEEDS

NEBRASKA DOCUMENTARY STAMP TAX
JUL - 6 2007
$ 180.00 By D

COUNTER D C.E.
VERIFY C.E.
PROOF
FEES $ 5.50
CHECK # 75139
CHG CASH
REFUND CREDIT
SHORT NCR

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Al Sullivan and Mary Sullivan, husband and wife, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEE, does grant, bargain, sell, convey and confirm unto Francois Enterprises, Inc., a Nebraska Corporation, herein called the Grantee whether one or more, the following described real property in Sarpy County, Nebraska:

Lot 2, Stella's Second Addition, an Addition to the City of Bellevue, Sarpy County, Nebraska.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S successors and assigns forever.

And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE's successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

That GRANTOR has good right and lawful authority to convey the same; and that GRANTOR warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

EXECUTED: June 29, 2007

Al Sullivan

Mary Sullivan

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On June 29, 2007, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Al Sullivan and Mary Sullivan, husband and wife known to be the identical person(s) whose name(s) are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

GENERAL NOTARY - State of Nebraska
JAMES R. ODONNELL
My Comm. Exp. Dec. 1, 2009

NOTARY PUBLIC

My commission expires: December 1, 2009

10b.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

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

SUBJECT:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sale only, for Lucky Grass Inc. dba Jade Palace located at 1702 Galvin Road South Bellevue, NE 68005, and Zilong Fan as Manager.

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sale only, for Lucky Grass Inc. dba Jade Palace located at 1702 Galvin Road South Bellevue, NE 68005, and Zilong Fan as Manager.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

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

Notice is hereby given that Lucky Grass Inc. dba Jade Palace has applied for a Class "I" Liquor License to sell beer, wine, spirits on sale only, at 1702 Galvin Road South Bellevue, NE 68005, and Zilong Fan, as Manager.

A public hearing on the application will be held at the City Council meeting on October 20, 2026, beginning at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

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

Susan Kluthe
Bellevue City Clerk

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: October 20, 2026 Due to City Clerk: October 9, 2026

Applicant: Lucky Grass Inc. dba Jade Palace

Location/Address: 1702 Galvin Road South Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sale only, for Lucky Grass Inc. dba Jade Palace located at 1702 Galvin Road South Bellevue, NE 68005, and Zilong Fan as Manager. .

Individuals to be Checked:

	Name & Address	DOB
1.	Zilong Fan 12107 South 79th Street Papillion, NE 68046	
2.		

Comments:

NONE

Signature of Reviewer: _____ Date: 05-5-2026

Liquor License Application Report
City of Bellevue
Planning Department

Due to Clerk Date: October 9, 2026 City Council Date: October 20, 2026

Applicant: Lucky Grass Inc. dba Jade Palace

Address: 1702 Galvin Road South Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sale only, for Lucky Grass Inc. dba Jade Palace located at 1702 Galvin Road South Bellevue, NE 68005, and Zilong Fan as Manager.

Background:

City Council approved a Class I Liquor License for Jade Palace February 22, 2026. The owner of Jade Palace voluntarily decided not to renew the license in 2021 due to COVID.

Is this location within the city limits of Bellevue? Yes

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

Existing Zoning: BG (General Business) Existing Land Use: Commercial/Restaurant

Will Zoning allow a liquor license: Yes

Is the current use non-conforming? No

Explanation: n/a

Adjacent Land Use and Zoning:

North: Commercial, BG (General Business) (across Wall Street)

South: Commercial, BG (General Business)

East: Commercial, BNH (Heavy Neighborhood Business) (across Galvin Rd. S.)

West: Commercial, BG (General Business)

Distance from school (If applicable): n/a

Distance from college (If applicable): n/a

Distance from church (If applicable): n/a

Immediate neighborhood/area land uses:

This property is part of a commercial corridor along Galvin Road South.

Number of parking spaces required: n/a Provided: _____

Analysis of neighborhood effects:

Traffic: There is no traffic impact expected.

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

Pedestrian: There is no pedestrian impact expected.

Noise: There is no noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

This is a commercial area that would accommodate on sale liquor sales.

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: Lucky Grass Inc. dba Jade Palace

Location/Address: 1702 Galvin Road South City: Bellevue State: NE Zip: 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sale only, for Lucky Grass Inc. dba Jade Palace located at 1702 Galvin Road South, Bellevue, NE 68005, and Zilong Fan as Manager.

Date Application Received: 9/30/2026

Final Date Heating can be held: (45 days from receipt): 11/14/2026

Date Advertised (not less than 7 nor more than 14 days): 10/7/2026

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	
Class B (Beer off sale only):	
Class C (Alcoholic liquor, on and off sale):	20
Class CK (Alcoholic liquor, on and off sale/Catering):	4
Class D (Alcoholic liquor, off sale only):	26
Class DK (Alcoholic liquor, off sale only/Catering):	1
Class I (Alcoholic liquor on sale only):	27
Class IK (Alcoholic liquor on sale only/Catering):	2
Class X (Wholesale Liquor)	
Total:	80

Nebraska Liquor Control

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

Application Copy

File Number: 195471

LICENSE TYPE

Class I Beer, Wine, Spirits On Sale Only

APPLICATION DATE RECEIVED

2026-09-28

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Lucky Grass Inc

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Jade Palace

CORPORATE NUMBER

INCORPORATION DATE

CORRESPONDENCE ADDRESS

12107 S 79th ST Papillion NE 68046

MAILING ADDRESS

12107 S 79th ST
PAPILLION, NE 68046

PHYSICAL ADDRESS

1702 Galvin road S ,Bellevue NE 68005

CONTACT NAME

zilong fan

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

ALTERNATE PHONE

FAX

EMAIL

Luckygrass402@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
zilong fan	President		100

ADDITIONAL INFORMATION

MARITAL STATUS
Single

MANAGED BY AGENT
No

PREMISES TYPE
Restaurant

PREMISES NAME
Jade Palace

OPERATOR
Lucky Grass Inc

CORPORATE LIMIT DESIGNATION
Inside

LEASE OR OWN
Lease

EXPIRATION DATE
2029-09-27

PHYSICAL ADDRESS
1702 Galvin road S Bellevue NE 68005

MAILING ADDRESS

CONTACT NAME
zilong fan

PREFERRED CONTACT METHOD
Email

CONTACT PHONE

ALTERNATE PHONE

FAX

EMAIL
Luckygrass402@gmail.com

PREMISES MANAGER
zilong fan

PREMISES MANAGER EMAIL
Luckygrass402@gmail.com

QUESTIONS

Class I Beer, Wine, Spirits On Sa

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

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

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

   No

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

   L64.75 , W 53.75

3. Is there an outdoor area?
   *Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

   No

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

   No

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

   1 Floor – First Floor Only

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

   No

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

   No

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

   No

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

   Currently open

10 What are the anticipated hours of operation?

   Monday, Wednesday-Saturday : 11:00AM-9:30PM ; Sunday : 11:00AM -9:00PM; Tuesday : Closed.

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

   No

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

   No

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

   No

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

   First National Bank of Omaha (FNBO) zilong Fan is the only individual currently authorized to write checks and make withdrawals .

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

   Yes
   Previously operated Jade Palace under a Nebraska Liquor License and managed alcohol sales and service

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

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

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

Previously held a Nebraska liquor License for Jade Palace at 1702 Galvin Road S, Bellevue Ne 68005. License number Unknow . The Licence was Voluntarily Discontinued during the Covid -19 pandemic .

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

No

20 Are you applying for a Temporary Operating Permit?

No

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

Yes

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

Yes

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

What is the premises manager's name?

zilong Fan

24 What is the manager's address?

12107 S 79th ST Papillion NE 68046

25 What is the manager's phone number?

4028503368

26 What county is the manager registered to vote in?

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

Sarpy County

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

zilongfan1980@gmail.com

28 Is the manager married?

Yes
Yunlan Fan - yunlanfan@yahoo.com

29 Is the applicant delinquent on any federal, state, or local taxes?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	Jade_Palace_Premises_Diagram_v2.pdf	
Additional Document	finger print payment receipt.pdf	
Lease / Deed / Purchase Agreement	leas deed purchase.pdf	
Business Plan	Jade_Palace_Business_Plan_v2.pdf	
Privacy Act Statement	privacy act for yunlan Fan.pdf	
Privacy Act Statement	privacy act for zilong Fan.pdf	

APPLICANT

zilong fan

DECLARATION

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

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

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

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

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

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

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

BUSINESS PLAN

Jade Palace | Lucky Grass Inc. | 1702 Galvin Road S, Bellevue, NE 68005

Applicant / Licensee	Lucky Grass Inc.
Doing Business As	Jade Palace
License Requested	Class I - Beer, Wine & Spirits, On Sale Only
Premises Manager	Zilong Fan, President

1. Nature of Business

Jade Palace is an established Chinese restaurant operated by Lucky Grass Inc. The primary business is the preparation and sale of food for dine-in and takeout customers. Alcoholic beverage service will be ancillary to the restaurant operation and will support food service rather than operate as a separate bar business.

2. Alcohol Sales and Service

The restaurant intends to offer beer, wine, and a limited selection of distilled spirits and simple mixed drinks for on-premises consumption only under a Nebraska Class I license. Alcohol will not be sold as cocktails to go. There is no outdoor alcohol service area, and no basement will be used for alcohol storage or sales.

3. Anticipated Hours of Operation

Monday, Wednesday-Saturday: 11:00 AM-9:30 PM; Sunday: 11:00 AM-9:00 PM; Tuesday: Closed.

4. Management and Oversight

Zilong Fan is the President of Lucky Grass Inc. and will serve as the premises manager. He will oversee daily restaurant operations, alcohol purchasing and inventory controls, employee supervision, compliance with liquor laws, and communication with the Nebraska Liquor Control Commission and local authorities.

5. Alcohol Compliance Practices

Alcoholic beverages will be purchased only from lawful sources and maintained under management control. Employees involved in alcohol sales or service will complete required seller/server training. Staff will verify age identification when appropriate, refuse sales or service when required by law, and follow management procedures for responsible alcohol service and incident documentation.

6. Premises and Storage

The licensed premises will be the first-floor restaurant area at 1702 Galvin Road S, Bellevue, Nebraska 68005. The restaurant is a single-floor operation for purposes of the liquor license. Alcohol will be stored and served only within the licensed premises.

Purpose: This plan is submitted in support of the Class I retail liquor license application for Jade Palace.

COMMERCIAL LEASE AGREEMENT

1702 Galvin Road South, Bellevue, Nebraska 68005

This Commercial Lease Agreement (the "Lease") is made effective September 27, 2026 (the "Effective Date"), by and between **Yijia LLC**, a Nebraska limited liability company ("Landlord"), and **Lucky Grass Inc.**, a corporation ("Tenant"). Landlord and Tenant are separate legal entities under common ownership. This Lease memorializes their ongoing commercial rental arrangement for the Premises described below.

1. Premises

Landlord leases to Tenant the commercial premises located at 1702 Galvin Road South, Bellevue, Nebraska 68005 (the "Premises"). The Premises are occupied and operated by Tenant as the restaurant commonly known as Jade Palace.

2. Term

The initial term of this Lease begins September 27, 2026 and continues for **three (3) years**, through September 26, 2029. Unless either party gives at least ninety (90) days' written notice before the end of the then-current term, this Lease will automatically renew for successive one-year terms.

3. Rent

Tenant shall pay Landlord base rent of **$6,000.00 per month**, due on or before the first day of each month. The parties acknowledge that Tenant has been paying monthly rent to Landlord under their existing rental arrangement. No security deposit is required unless the parties later agree otherwise in writing.

4. Permitted Use

Tenant may use the Premises for the operation of a restaurant and related lawful business activities, including food preparation, dine-in service, takeout, delivery, storage, office functions, and the lawful sale and service of **beer, wine, distilled spirits, and mixed drinks**, subject to all required licenses and permits.

5. Possession and Control of Premises

During the Lease term, Tenant has the right to occupy, possess, manage, and control the Premises for the permitted uses stated in this Lease. Landlord expressly authorizes Tenant to apply for, obtain, maintain, and renew business, food-service, liquor, and other governmental licenses and permits for the Premises, including a **Nebraska retail liquor license**.

6. Utilities and Operating Expenses

Tenant is responsible for utilities and ordinary operating expenses associated with its restaurant business, except to the extent any particular expense is paid by Landlord under the parties' existing arrangement or a later written agreement.

7. Maintenance and Repairs

Tenant is responsible for ordinary interior maintenance, cleaning, and routine repairs arising from its business operations. Landlord is responsible for major structural components of the building unless damage is caused by Tenant's negligence or misuse. The parties may agree in writing to a different allocation for a particular repair or improvement.

8. Insurance

Tenant shall maintain commercially reasonable insurance for its restaurant operations, including commercial general liability coverage and liquor liability coverage if alcoholic beverages are sold or served. Landlord shall maintain insurance appropriate for its ownership interest in the building. Each party will reasonably cooperate with requests from the other party or its insurer concerning the Premises.

9. Compliance With Law

Tenant shall operate its business in compliance with applicable federal, Nebraska, Sarpy County, and City of Bellevue laws, codes, licensing requirements, and permit requirements. Landlord shall reasonably cooperate in providing ownership or premises documentation needed for Tenant's lawful licensing and permitting.

10. Alterations and Improvements

Tenant may make ordinary nonstructural alterations reasonably necessary for restaurant operations. Structural alterations or material changes to the building require Landlord's prior written consent, which will not be unreasonably withheld.

11. Assignment and Subletting

Tenant may not assign this Lease or sublet substantially all of the Premises without Landlord's prior written consent. Landlord may consent to an assignment or sublease to an affiliated entity under common ownership or control.

12. Default and Termination

If either party materially breaches this Lease, the non-breaching party shall provide written notice describing the breach and allow a reasonable opportunity to cure. The parties may mutually agree in writing to terminate or amend this Lease at any time.

13. Governing Law

This Lease is governed by the laws of the State of Nebraska.

14. Entire Agreement; Amendments

This Lease is the complete written agreement between the parties concerning Tenant's occupancy of the Premises and supersedes prior oral understandings concerning that occupancy to the extent they are inconsistent with this Lease. Any amendment must be in writing and signed by both parties.

15. Counterparts and Electronic Copies

This Lease may be signed in counterparts. A scanned or electronic copy of a signed counterpart may be treated as an original for recordkeeping and licensing purposes, to the extent permitted by applicable law and the receiving agency.

SIGNATURES

The undersigned sign this Lease in their representative capacities for the separate legal entities shown below.

LANDLORD: Yijia LLC
By: Zilong Fan
Name: Zilong Fan
Title: Sole Member
Date: 09/27/2026

TENANT: Lucky Grass Inc.
By: Zilong Fan
Name: Zilong Fan
Title: President
Date: 09/27/2026

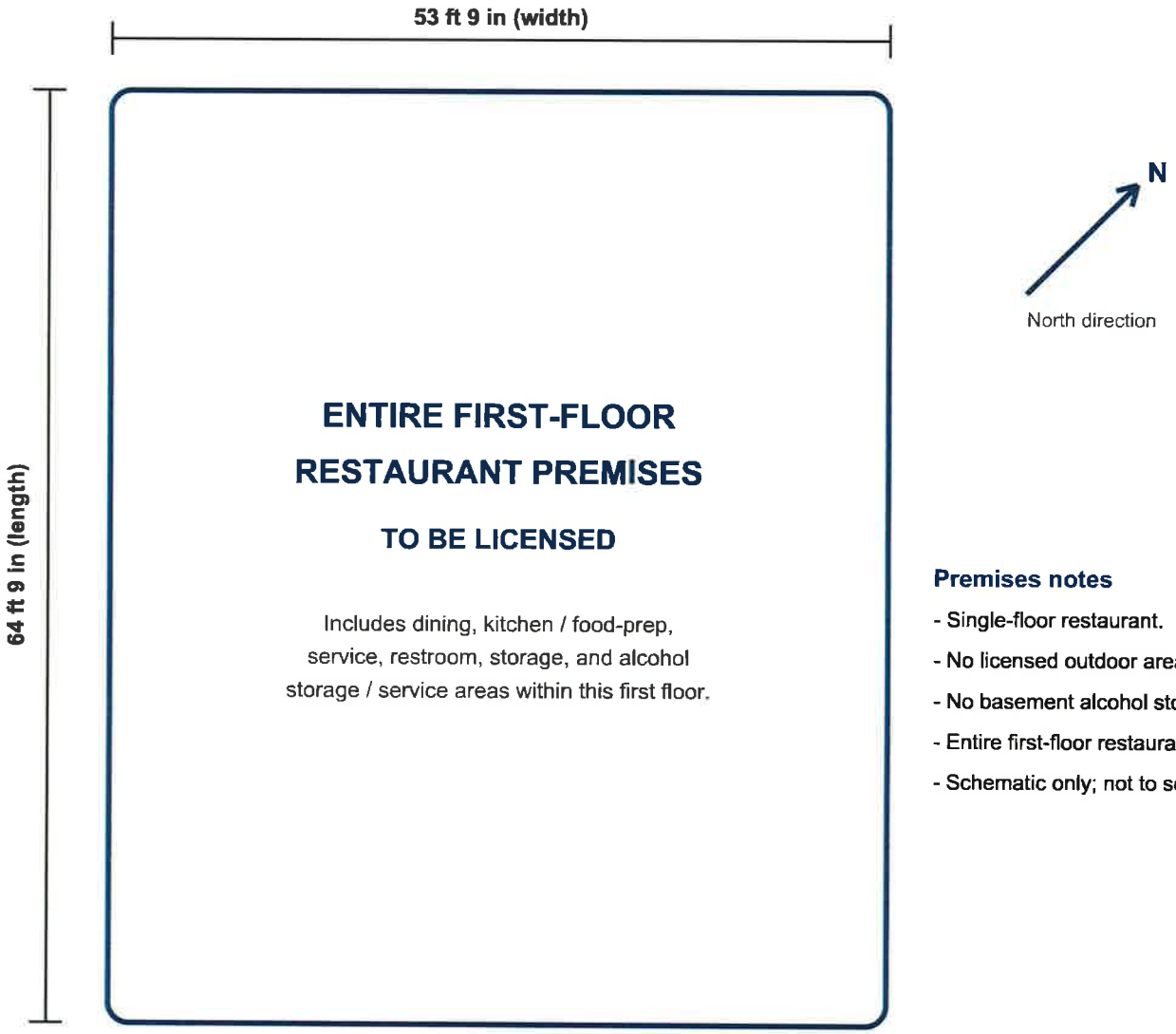
PREMISES DESCRIPTION & DIAGRAM

Jade Palace | 1702 Galvin Road S, Bellevue, NE 68005

Applicant / Licensee
Lucky Grass Inc.

License Requested
Class I - Beer, Wine & Spirits

Floors
1 (first floor only)



Premises notes

- Single-floor restaurant.
- No licensed outdoor area.
- No basement alcohol storage or sales.
- Entire first-floor restaurant is included.
- Schematic only; not to scale.

Prepared for Nebraska Liquor Control Commission application purposes.
Overall dimensions are based on applicant-provided measurements: approximately 64 ft 9 in by 53 ft 9 in.
North direction is based on the applicant-provided site plan. This is a simple premises sketch, not a blueprint or survey.

11a.
10/20/2026

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.

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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.
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6. Commercial Kennels
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8. Feed and seed store.
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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.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
10/20/2026

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, sixth for a term of one year and seventh for a term of two years from the first day of July following their appointment. As their terms expire, ~~one~~ 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~~ 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

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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.

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~~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

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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.

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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: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20, 2026			SUBMITTED BY: Councilman Thomas Burs		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Consideration of Mayoral Veto Override – Ordinance No. 4222

SYNOPSIS/BACKGROUND:

Ordinance No. 4222 was previously approved by the City Council and subsequently vetoed by the Mayor. Pursuant to Bellevue Municipal Code § 2-95, this item is submitted for City Council consideration of an override of the mayor's veto.

FISCAL IMPACT:: No Fiscal Impact 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:

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:

Consider a motion to override the mayor's veto of Ordinance No. 4222.

ATTACHMENTS:

1. Ordinance No. 4222	2. Mayor's written veto letter	3. Email requesting consideration of the veto override
4. Council Member Response to Mayoral Veto of Ord. No. 4222	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 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 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 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 October, 2026.

_____
Mayor Rusty Hike

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

First Reading: 07/21/2026
Second Reading: 08/04/2026
Third Reading: 10/06/2026
Veto: 10/13/2026

Bellevue NEBRASKA
We Influence The World!

CITY OF BELLEVUE
OFFICE OF THE MAYOR

Mayor Rusty Hike
1500 Wall Street, Bellevue, NE 68005

RECEIVED
OCT 13 2026
CITY CLERK

October 13, 2026

Susan Kluthe
City Clerk
1500 Wall Street
Bellevue, NE 68005

Re: Statement and Veto of Ordinance No. 4222

Dear Ms. Kluthe:

Enclosed is my Statement and Veto of Ordinance No. 4222 for your records. I understand you have one (1) business day upon receipt of my veto to notify the City Council in writing of the same. Kindly advise when you have done so.

Sincerely,

Rusty Hike
Mayor

Enclosure

cc: Jim Ristow, City Administrator

Mayor's Statement and Veto of Ordinance No. 4222

After careful consideration, I am exercising my authority as Mayor to veto Ordinance No. 4222.

The process this ordinance changes has served the City of Bellevue well for many years, including during my tenure as Mayor. Together, the City Council and I have established effective and strong policy to benefit our City and our residents. We have done so with the longstanding process of requiring appropriate administrative, legal, and financial review and approval before matters are placed on the City Council agenda. This process provides an important safeguard for the City, the Council, and ultimately the taxpayers we represent.

I respect the City Council's authority to establish policy and I respect the 4-2 vote taken by the Council. However, I have an independent responsibility as Mayor to protect the interests of the City and to raise concerns when I believe a proposed change could have unintended legal, financial, or administrative consequences.

Ordinance No. 4222 substantially changes the existing process by replacing certain approval requirements with review requirements. In addition, amendments were made during the final consideration of the ordinance. These amendments conflict with the City Council's Policy Resolution 9. Ordinance No. 4222, as amended contains a blanket two-week deadline for agenda item submission, whereas Policy Resolution 9 contains one-week and three-week deadlines. Before a longstanding procedure of this importance is changed, I believe the City should fully understand the consequences of the final language and ensure that adequate safeguards remain in place.

My concern is not about preventing council members from bringing matters forward or restricting legitimate debate. Council members should and do have the ability to raise issues and advocate for policies they believe are in Bellevue's best interests. My concern is ensuring that items presented for official council action have received appropriate legal, financial, and administrative scrutiny before the City is asked to act upon them.

Removing or weakening those safeguards could expose the City to unnecessary legal liability, financial obligations, or other unintended consequences. Once an ordinance, contract, expenditure, or other action reaches the Council, the public should have the confidence that the appropriate professional staff have had a meaningful opportunity to evaluate it.

A mayoral veto exists in part to provide an additional check when significant questions remain. I believe exercising that authority in this instance is appropriate and responsible.

Therefore, I hereby veto Ordinance No. 4222 and return it to the City Council with my objections. I encourage the Council to use the additional time provided by this process to obtain further legal, financial, and administrative review of the ordinance as amended and to determine whether additional safeguards should be incorporated before this change becomes law.

This veto is not intended to obstruct the Council. It is intended to ensure that a significant change to Bellevue's governing process is made deliberately, transparently, and with a full understanding of its consequences.

Rusty Hike
Mayor
City of Bellevue, Nebraska

From: Thomas Burns <thomas.burns@bellevue.net>

Sent: Tuesday, October 13, 2026 4:32 PM

To: Susan Kluthe <Susan.Kluthe@bellevue.net>

Cc: Jerry McCaw <jerry.mccaw@bellevue.net>; Rich Casey <rich.casey@bellevue.net>; Don Preister <Don.Preister@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Tahnee King <Tahnee.King@bellevue.net>

Subject: Fw: Mayor Hike - Statement & Veto of Ord. No. 4222

Susan,

I am formally requesting that Ordinance No. 4222 be placed on the next possible regularly scheduled City Council meeting agenda for consideration of an override of the mayor's veto.

Please confirm receipt of this request and advise when the matter will be scheduled.

Thank you,

Thomas Burns

Get Outlook for iOS

October 15, 2026

To: Mayor Rusty Hike and Members of the Bellevue City Council
From: Councilmember Thomas Burns
Re: Mayoral Veto of Ordinance No. 4222

Mayor Hike and Members of the City Council:

I am submitting this letter in response to the Mayor's veto of Ordinance No. 4222 to clarify the purpose of the ordinance and address the concerns raised in his statement.

Administrative Review and Approval

The primary purpose of Ordinance No. 4222 is to clarify the respective responsibilities of the City Council and city administration during the legislative process. The ordinance maintains the requirement for the City Attorney and City Administrator to review proposed ordinances, resolutions, and contracts before they are presented to the City Council. This review ensures that potential legal, financial, and administrative concerns can be identified and communicated to the Council before any action is taken.

I have confidence in the professionalism, experience, and judgment of our city administrators and staff. I believe they are fully capable of identifying concerns, providing sound recommendations, and advising the City Council throughout the legislative process. Their expertise and professional guidance remain an important part of the decision-making process.

Ultimately, the City Council is responsible for considering proposed legislation and determining what action, if any, should be taken. Ordinance No. 4222 reinforces that responsibility while maintaining the important role of our professional administrative staff.

Legal and Financial Oversight

Regarding concerns about legal and financial liability, Ordinance No. 4222 continues to require proposed agenda items to be forwarded to the City Administrator for staff research, cost analysis, and written recommendations. These requirements remain in place to provide the Council with the information necessary to make informed decisions.

Submission Deadlines and Policy Resolution No. 9

During the October 6, 2026, City Council meeting, Ordinance No. 4222 was amended to establish a consistent two-week submission deadline for agenda items. Currently, Policy Resolution No. 9 requires three weeks for new ordinances and policy resolutions and one week for other agenda items. The amendment establishes a uniform two-week deadline intended to provide a reasonable and consistent timeframe for both council members and administrative staff.

I recognize the Mayor's concern regarding the difference between the ordinance and Policy Resolution No. 9. However, based on discussions with legal counsel, my understanding is that the ordinance would take precedence where the two conflict. Additionally, the City Council is expected to review its policies in early 2027, at which time Policy Resolution No. 9 can be updated to reflect these changes.

Conclusion

Ordinance No. 4222 is not intended to eliminate administrative safeguards or diminish the importance of professional review. Its purpose is to clarify the respective responsibilities of the City Council and city administration while establishing consistent procedures for agenda submissions.

For these reasons, I respectfully request that the City Council vote to override the Mayor's veto of Ordinance No. 4222.

Respectfully,

Thomas Burns
Councilmember, Bellevue City Council

12a.
10/20/2026

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:

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

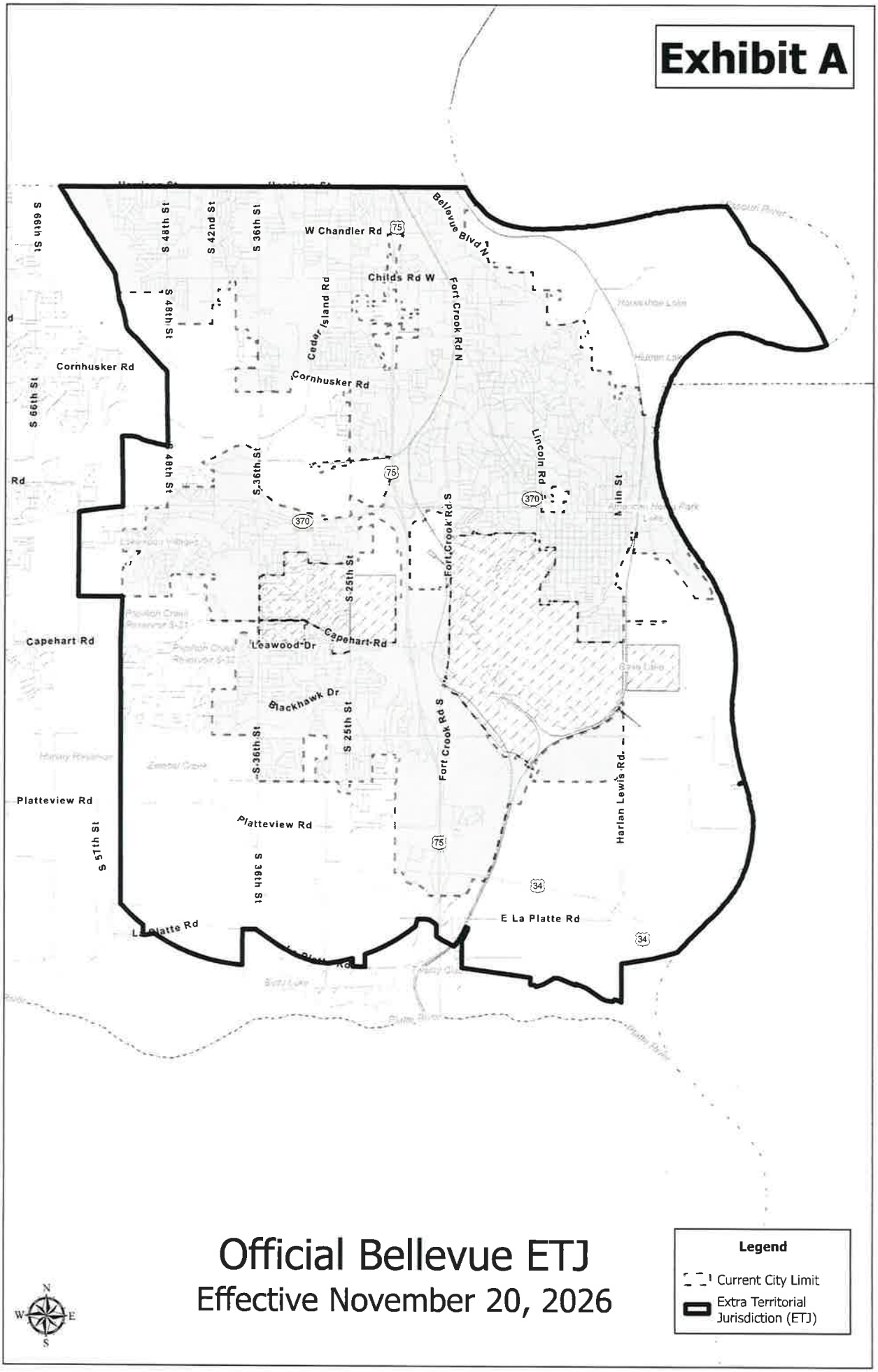
_____
City Clerk

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.

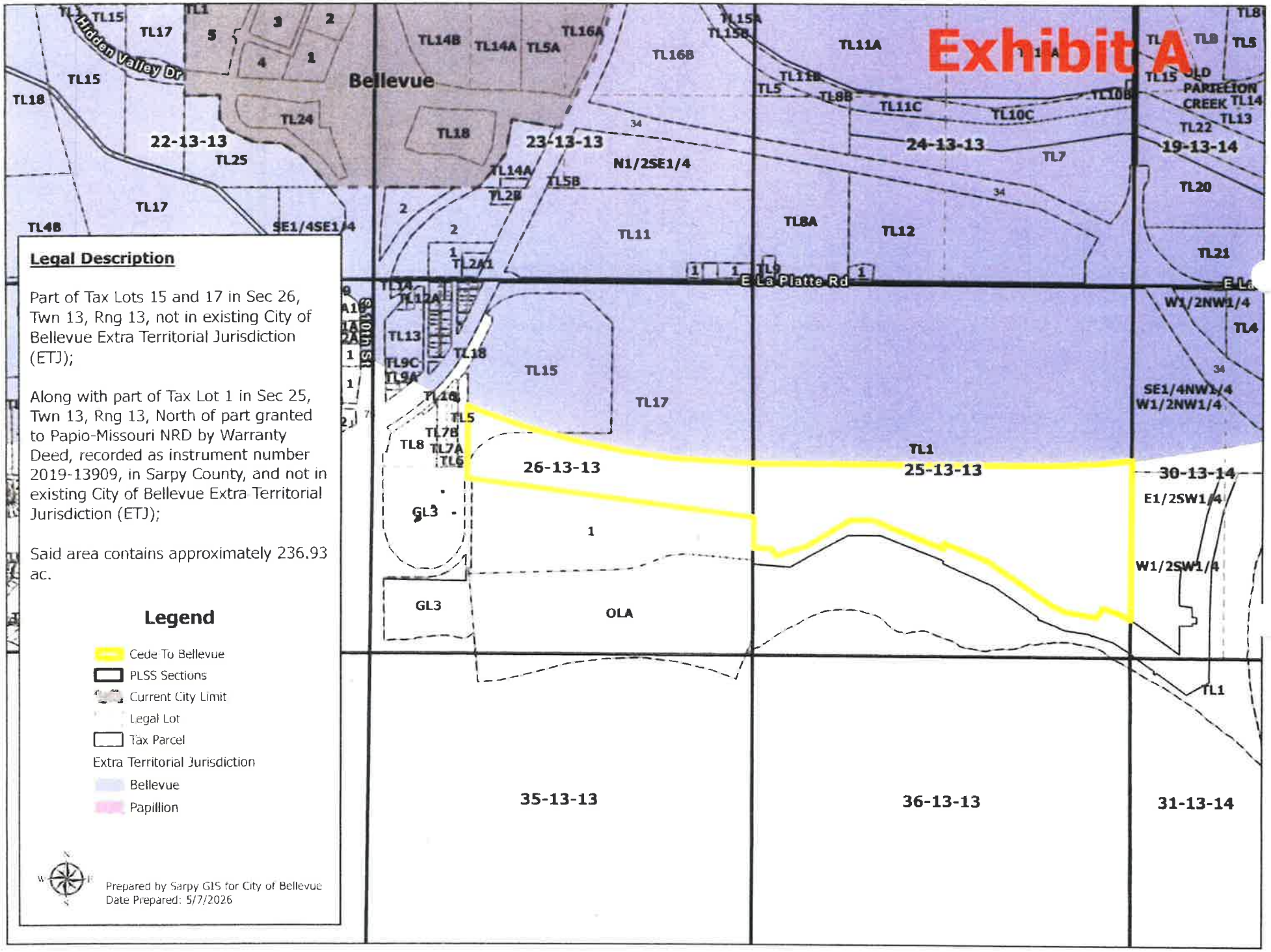
PASSED AND APPROVED this 19th day of May 2026.

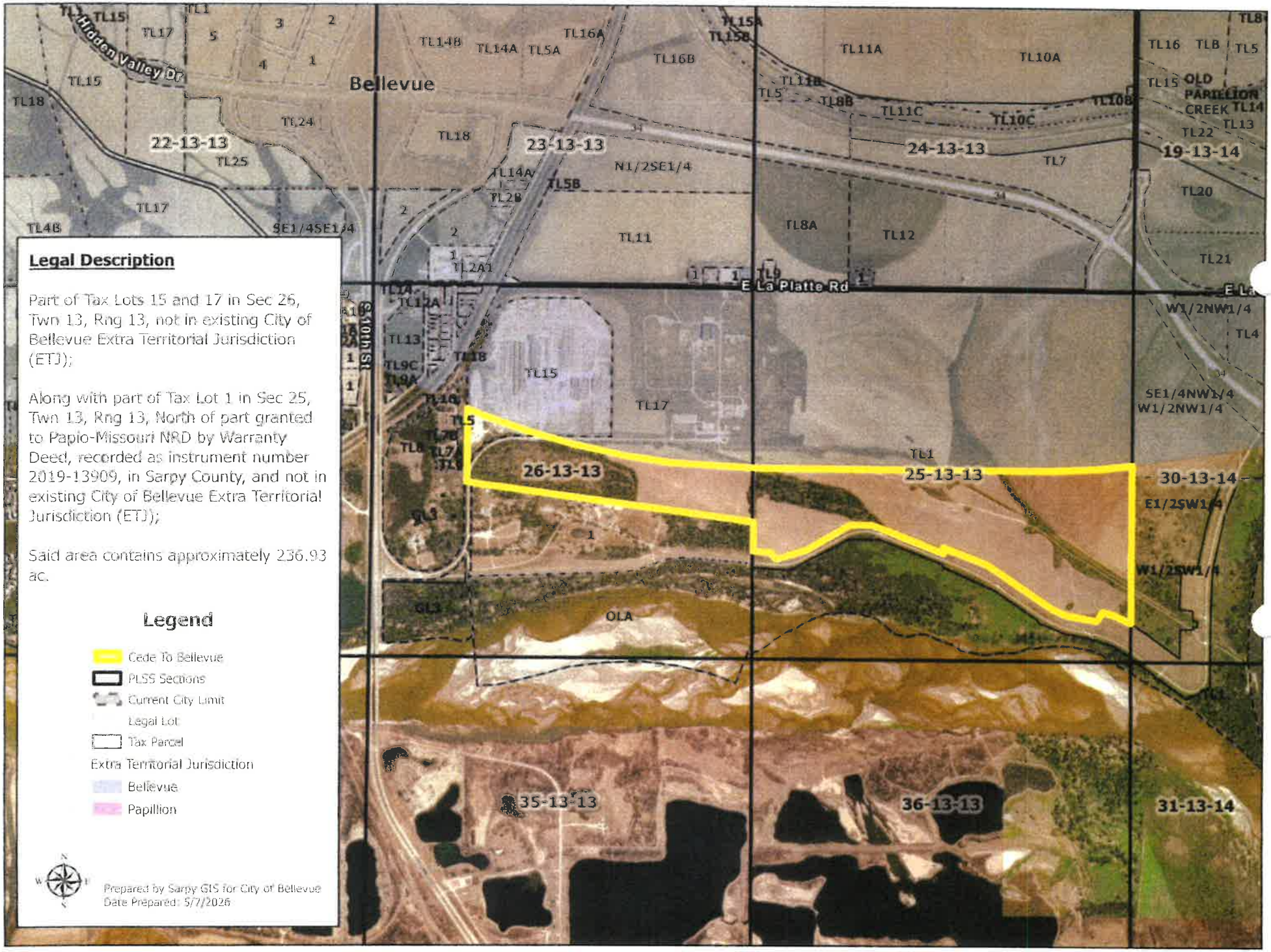
Rusty Hike, Mayor

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.

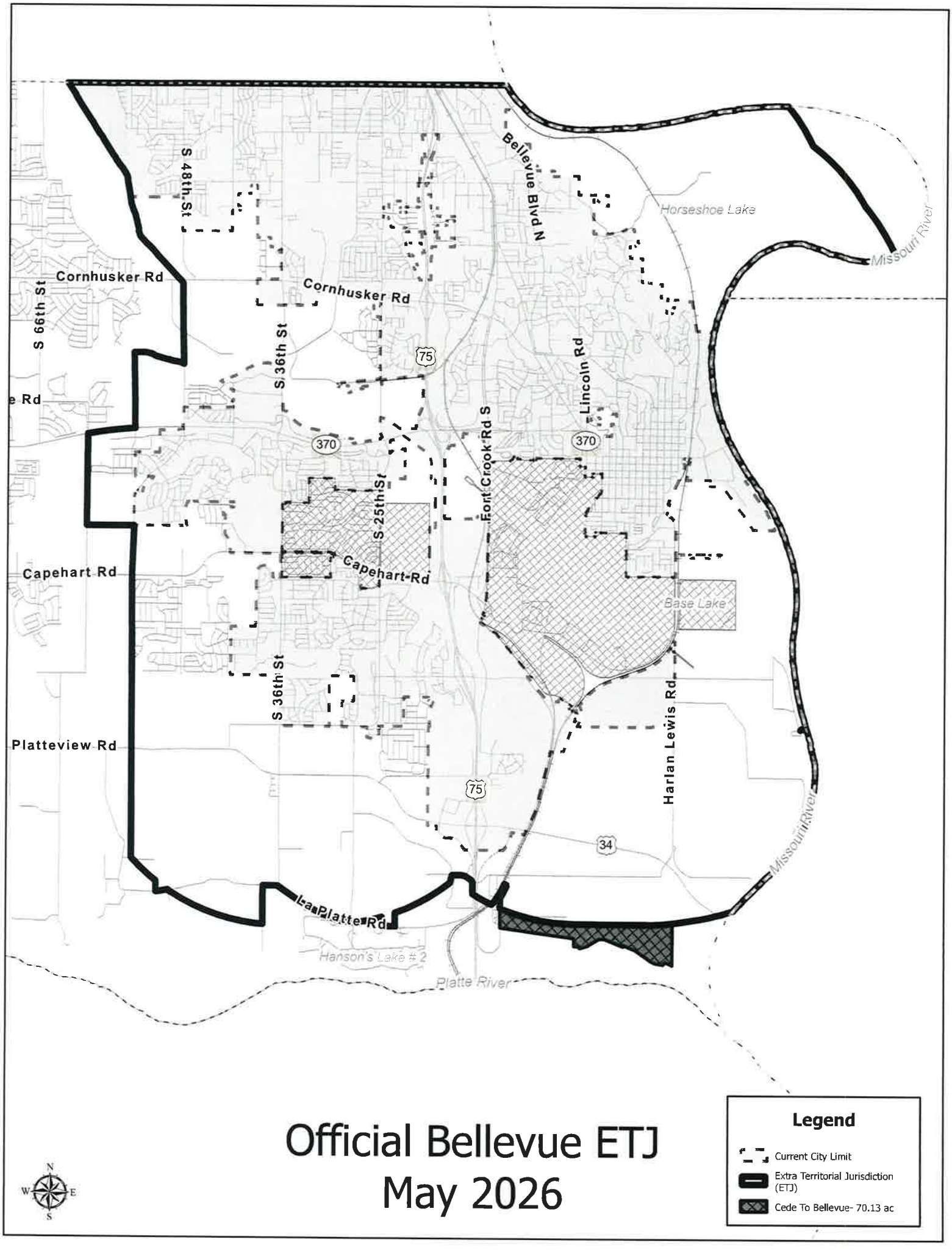
Legend

- 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

12b.
10/20/2026

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 J 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

15a.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20, 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 approve the Redevelopment Plan for Lot 2, Compass Hill and Lot 21A, Old Orchard Place. Applicant: Excel Development Group.

SYNOPSIS/BACKGROUND:

The applicant is requesting approval of the redevelopment plan for Lot 2, Compass Hill and Lot 21A, Old Orchard Place. The project site is approximately 14.75 acres in size. The applicant proposes to rezone the property as a Planned Subdivision (PS) development incorporating RG-20, RG-28, and modified RD-60 zoning designations. The applicant is proposing to redevelop the property as a mixed-income residential development with approximately 140 dwelling units. The applicant is requesting $5,454,752 in Tax Increment Financing.

FISCAL IMPACT: | 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:

CIP PROJECT NAME: | CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: | ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Commission and Planning Department are both recommending approval of this Redevelopment Plan.

ATTACHMENTS:

1. Planning Commission Recommendation
2. Staff Memo
3. Resolution No. 2026-22
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 #: ECD-66

CITY COUNCIL HEARING DATE: October 20, 2026

REQUEST: Request to approve the Redevelopment Plan for Lot 2, Compass Hill, and Lot 21A, Old Orchard Place. Applicant: Excel Development Group.

On September 24, 2026, the City of Bellevue Planning Commission voted seven yes, zero no, two absent, and zero abstained:

APPROVAL 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.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Burmeister						Herall
	Aerni						Bennet
	Lasenburg						
	Taylor-Jones						
	Hankins						
	Yoder						
	Ackley						

Planning Commission Hearing was held on: September 24, 2026

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

We Influence The World!

To:	City Council Mayor Rusty Hike City Administrator Jim Ristow
From:	Angela Curry, Assistant Planning Manager
Date:	October 13, 2026
Subject:	Proposed Redevelopment Plan for Lot 2, Compass Hill and Lot 21A, Old Orchard Place

Attached for your review and recommendation is the Redevelopment Plan for Orchard Place. The proposed redevelopment includes Lot 2, Compass Hill and Lot 21A, Old Orchard Place. The properties were previously designated as blighted and substandard by the City Council pursuant to Resolution 2022-26, which was approved on September 20, 2022. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The project site is approximately 14.75 acres and is currently vacant and covered with patches of dense trees and vegetation. Lot 21A is currently zoned AG-Agriculture and Lot 2 is zoned RD-60 residential. The applicant proposes to rezone the property as a Planned Subdivision (PS) incorporating RG-20, RG-28, and modified RD-60 zoning designations.

The applicant, Excel Development Group, LLC, on behalf of Habitat for Humanity Omaha, proposes to develop the property as a mixed-income residential development known as Orchard Place. The project is proposed to include approximately 140 residential dwelling units, with approximately 55 units (40%) retained as rental housing and approximately 85 units (60%) sold as owner-occupied housing. The development will include a mix of Orchard Flats (36-units market and 19-units Low Income Housing Tax Credit), Avenue Homes (14-units), Park Townhomes (16-units), Court Cottages (20-units), and Orchard Manors (35-units). The project will also include a central community green space, playground, fruit tree orchard, and formal and natural walking paths.

The applicant anticipates constructing approximately 40 units in 2027 (Part A), 48 units in 2028 (Parts B, C), and 52 units in 2029 (Parts D, E), with infrastructure construction beginning in 2027. The project is anticipated to provide housing for approximately 546 Bellevue residents.

Approximately 346 parking spaces are proposed through a combination of parking lots, garages, driveways, and on-street parking.

The applicant is estimating the property's valuation to be approximately $29,080,000 upon full build-out of the site.

The Redevelopment Plan states there is approximately $6,012,592 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund $5,454,752 of these expenses. The breakdown of costs and data supporting the payback of TIF expenditure is attached to the Redevelopment Plan for your review.

The City Attorney and Finance Director have reviewed the Plan and found it acceptable regarding legal content and the proposed interest rate.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area that has remained vacant and underutilized.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes concerning required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in local publications and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

Staff has identified an error in Exhibit B of the applicant's redevelopment plan documents regarding the number of multi-family units (The Flats at Orchard Place) proposed. Exhibit B currently identifies 36 flats; however, the correct proposed number is 55 flats.

The applicant shall correct Exhibit B to reflect the correct count of 55 flats prior to the Redevelopment Plan being forwarded to the City Council. The corrected exhibit should be included with the materials presented to the City Council to ensure that the development proposal and associated documentation accurately reflect the proposed number of dwelling units.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends 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.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends 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.

TAX INCREMENT FINANCING REDEVELOPMENT PLAN

FOR

ORCHARD PLACE

LOT 21A, OLD ORCHARD PLACE AND LOT 2, COMPASS HILL
BELLEVUE, NEBRASKA

SUBMITTED: July 24, 2026

Submitted to:

Chairman and Members of the Planning Board

Submitted by:

Applicant:	On behalf of Habitat for Humanity Omaha Excel Development Group, LLC Attn: Wayne Mortensen 8551 Lexington Ave. Lincoln, NE 68505
Attorney for Applicant:	Andrew R. Willis Cline Williams Wright Johnson & Oldfather, L.L.P. 233 South 13th Street Suite 1900 Lincoln, NE 68508 (402) 479-7151 awillis@clinewilliams.com

Project Description

Background:

The project site is located generally near South 9th Street and Kasper Street. The project site presently consists of: Lot 21A, Old Orchard Place Addition, Sarpy County, Nebraska (Parcel ID # 010425217), and Lot 2, Compass Hill, Sarpy County, Nebraska (Parcel ID # 0116144982), and is approximately 14.75 acres (642,510 square feet).

The project site is designated as a "blighted and substandard" area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue's elimination of blighted and substandard areas within its boundaries as well as provide needed additional housing in the City.

Redevelopment of this site is anticipated to begin in 2027 with the grading and the construction of the infrastructure (Phase One). The construction of the approximately 140 residential dwelling units will begin in mid-2027 (Phase Two) with the first sales occurring in late 2027. It is anticipated that the construction of the homes in the project will be completed in 2029.

Existing Land Use and Conditions of the Redevelopment Site:

The aerial picture of the Project Site is attached as Exhibit "A". The Project Site is owned by Habitat for Humanity Omaha, Inc., and is undeveloped and covered by patches of dense trees and vegetation. The Project Site is being subdivided and replatted to create the lots necessary for this Project. As the redevelopment project and final plat are approved by the City, owner will convey the Project Site to the Applicant in stages.

Lot 21A is currently zoned AG-Agriculture and Lot 2 is zoned RD-60 residential.

The site has been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat.§ 18-2101, et. seq.

Proposed Use and Project Details:

The Preliminary Site Plan for the Project is attached as Exhibit "B". The Applicant proposes to develop the land into a mixed-income residential development to be known as "Orchard Place". The entire development is projected to include approximately 140 residential dwelling units.

The Applicant anticipates completing the construction of approximately 40 units in 2027 (Part A), 48 units in 2028 (Parts B,C), and 52 units in 2029 (Parts D,E).

Phase One
Phase One of Orchard Place shall consist of the construction of all required infrastructure.

Phase Two, Part A – 168 people
Part A of Orchard Place shall consist of approximately 40 residential units, including:

- 7 detached single-family homes | 1,325 SF | 2 stories | 2 parking
- 4 duplexes (8 dwelling units total) | 1,770 SF | 2 stories | 2 parking
- 8 attached single-family townhomes | 1,409 SF | 2^ stories (50% bsmt) | 2-4 parking
- 17 attached single-family | 1,465 SF | 2* stories | 2 parking

Phase Two, Part B – 113 people

Part B of Orchard Place shall consist of approximately 29 residential units:

- 6 duplexes (12 dwelling units total) | 1,770 SF | 2 stories | 2 parking
- 8 attached single-family townhomes | 1,409 SF | 2^ stories (50% bsmt) | 2-4 parking
- 9 attached single-family | 1,465 SF | 2* stories | 2 parking

Phase Two, Part C – 81 people

Part C of Orchard Place shall consist of approximately 19 residential units:

- 19 multi-family units | 1,033 SF | 2-3 stories | 1 parking/bedroom

Phase Two, Part D – 72 people

Part D of Orchard Place shall consist of approximately 16 residential units:

- 7 detached single-family homes | 1,325 SF | 2 stories | 2 parking
- 9 attached single-family | 1,465 SF | 2* stories | 2 parking

Phase Two, Part E – 112 people

Part E of Orchard Place shall consist of approximately 36 residential units:

- 36 multi-family units | 1,033 SF | 2-3 stories | 0.5 parking/bedroom

^ half of units have occupiable basement
** all units have occupiable basement*

The Phase Two Site is depicted below:



For reference, the detached single-family homes in the Site Plan are called the "Avenue Homes", the duplexes are called "Court Cottages", the attached single-family homes are called the "Park Townhomes" and "Orchard Manors", and the multi-family units are called "The Flats at Orchard Place".

The Project Site is proposed to be rezoned as a planned subdivision incorporating both RG-20, RG-28, and RD-60 modified zoning designations in order to accommodate 140 residential units in a traditional layout on the approximately 14.75 acres. The Applicant anticipates beginning grading and installation of necessary infrastructure in Phase One in spring 2027.

In addition to the residential dwelling units, the Project Site shall include a central community green space, playground, fruit tree orchard, and formal and natural walking path amenities.

The Project Site shall be conveyed to and developed by several affiliated entities of the Applicant. Approximately fifty-five (55) units (40%) will be owned by said affiliates as rental housing and approximately eighty-five (85) units (60%) shall be sold to third-party homeowners as owner-occupied housing. Construction of all residential structures will be coordinated by NEXUS Construction. Engineering services are provided by Insinger Engineering and Crouch Engineering.

Project Population

This residential development is provide a home for 546 Bellevue residents with an average household size of four. This slightly larger household size is projected based on the project's home types and demographic (middle-income) targets. A breakdown of population by unit type is shown below.

House Types	Bedrooms	BR Total	Per BR	Population	HH Size
Orchard Flats, LIHTC	2.84	54	1.50	81	4.26
Orchard Flats, Market	2.50	90	1.25	113	3.13
Avenue Homes	3.00	42	1.50	63	4.50
Park Townhomes	3.00	48	1.50	72	4.50
Court Cottages	3.00	60	1.00	60	3.00
Orchard Manors	4.50	158	1.00	158	4.50
		451		546	4.00

Parking Plan for Proposed Project:

The project is anticipated to include approximately 346 parking spaces for residents and community visitors. This will be completed in a combination of parking lots, garages, driveways, and on-street parking, as shown on the Site Plan attached as Exhibit B. The Project will meet the Bellevue Zoning Ordinance Parking requirements.

ANALYSIS:

The project site is located within a Community Redevelopment Area, meets the requirements of the Community Development Law, and qualifies for the submission of an application for the utilization of Tax Increment Financing ("TIF") to cover costs associated with project development, as submitted for approval through the TIF process. The project will be in compliance with the City's zoning requirements, the City's Master Plan, and applicable ordinances and development regulations.

This development project serves to expand housing availability for multiple income levels in Bellevue—including workforce housing, low-income housing, and market-rate housing—and eliminates an area of blight with no recent development. The project will provide the needed site preparation, utility connections, and infrastructure necessary to develop a location that has stagnated due to the lack of necessary infrastructure for a comprehensive development. The difficulties and the additional costs involved in installing infrastructure and connecting utilities are challenges that further support the necessity of TIF assistance for this project.

This project would not be feasible without the assistance of the TIF, as shown by the return on investment calculation with and without TIF funds attached hereto as Exhibit "C". Without TIF, construction costs would be higher than acceptable and would require sales prices and rental prices higher than the market could support, particularly for the homes targeted for lower-income and workforce buyers. A reasonable investor would not find the return on investment to be sufficient without the assistance of the TIF funds and would not invest in developing the property. Accordingly, TIF funds are necessary for this project to go forward.

Project Finance Summary

The Finance summary provided below is preliminary and subject to change.

Orchard Place
Bellevue, Nebraska

Sources + Uses

SOURCES	$	44,416,401	NOTES
Homebuyer Equity	$	24,785,000	Home Sales
Conventional Financing	$	8,000,000	Commercial Note(s)
Tax Increment Financing	$	5,454,752	15-Year TIF Note
Tax Credit Equity	$	3,228,930	Federal Tax Credits
Nebraska Affordable Housing Tax Credits	$	1,454,746	LIHTC Structure
Conventional Financing	$	992,973	LIHTC Structure
Deferred Developer Fee	$	350,000	Market Rate Apartments
Deferred Developer Fee	$	150,000	LIHTC Structure

USES	$	44,378,864	NOTES
Orchard Manor Construction	$	9,912,662	Estimate
Orchard Flats Construction, Market Rate	$	7,700,000	Estimate
Orchard Flats Construction, LIHTC	$	5,951,649	Bid
Court Cottage Construction	$	4,241,471	Estimate
Park Townhome Construction	$	3,877,077	Estimate
Site Improvement, Hard Costs	$	3,724,803	See Budget
Avenue Home Construction	$	3,251,118	Estimate
Broker and Transaction Fees	$	1,734,950	Projection
Developer Fee	$	1,275,000	Projected (At-Risk)
Land Acquisition	$	1,100,000	Habitat Omaha Purchase Option
Consulting	$	720,650	Bid
Municipal Fees	$	467,139	Estimate
Debt Service, Construction Loan	$	216,117	Horizon Bank
Debt Service, Construction Loan	$	206,228	Middle Income Workforce Housing Fund

Total Sources	$	44,416,401
Total Uses	$	44,378,864
	$	**37,537**

Final Valuation Discussion

The current assessed valuation for Lot 21A is $171,265. The current assessed valuation for Lot 2 is $76,168. The total current assessed valuation of the project site is $247,433.

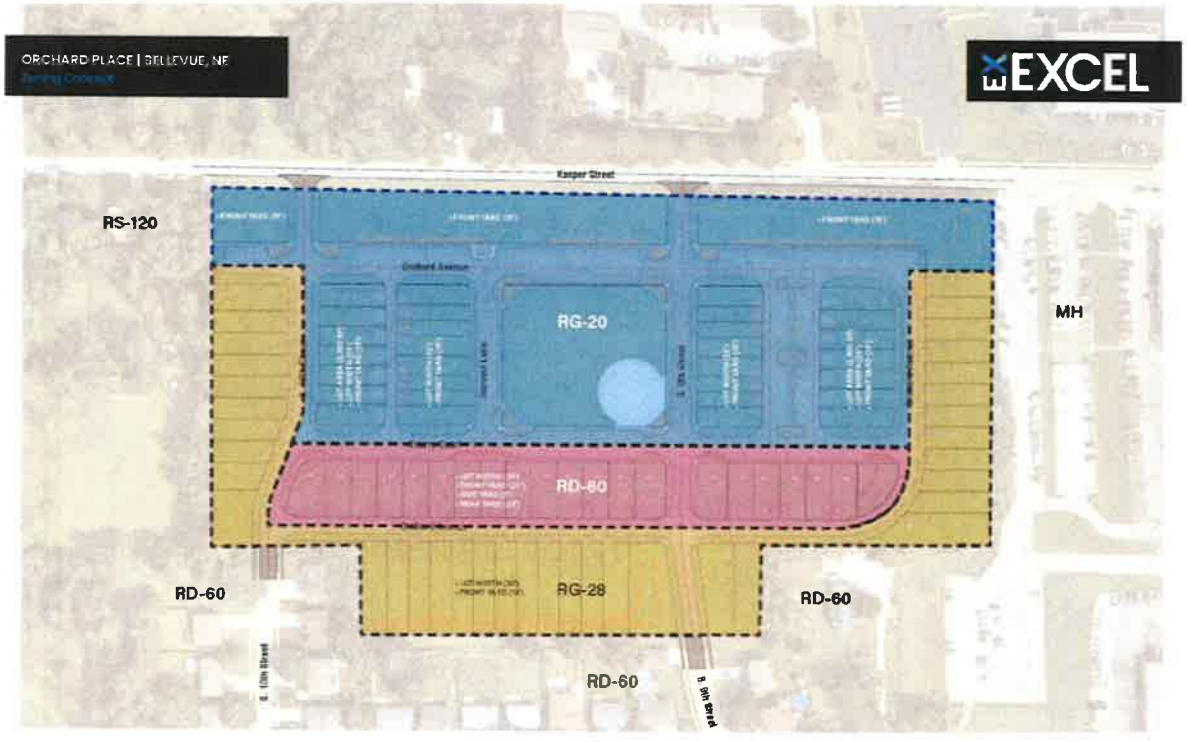
The applicant estimates a range of average assessed valuations of residential units based on unit type. Based upon these projected final valuations, the anticipated final valuation of the Project is $29,080,000 upon full buildout, as set forth below:

Projected Valuation

Unit Type	Assessed Value	Total Units	Total Valuation
Orchard Flats, LIHTC	$65,000	19	$1,235,000
Orchard Flats, Market	$85,000	36	$3,060,000
Avenue Homes	$275,000	14	$3,850,000
Park Townhomes	$285,000	16	$4,560,000
Court Cottages	$250,000	20	$5,000,000
Orchard Manors	$325,000	35	$11,375,000
		140	$29,080,000

Land Use and Zoning

Lot 21A is zoned AG-Agriculture and Lot 2 is zoned RD-60 residential. The project site will be rezoned as a planned subdivision (PS) incorporating RG-20, RG-28, and RD-60 modified zoning designations, as depicted below:



Utilities and Public Improvements

The project will require regrading and installation of roads, sidewalks, curbing, gutters, hydrants, stormwater retention, and other stormwater and landscape improvements within the project area.

The project will include significant investment in street infrastructure to support the new residential community and improved regional connectivity. Ninth and tenth streets will be extended from the south to connect with Kasper. All streets boast at least 44' rights-of-way (ROW) that include generous tree lawns (6'), public sidewalks (4'), and overhead lighting--all built to city standards. Ninth and Tenth Streets are planned to be dedicated back to the City after construction, while the Orchard Place HOA will provide basic services, including common area maintenance and snow removal, for sidewalks and planned private streets. A "new urbanist" community layout emphasizes pedestrian safety and connection by creating an interconnected street grid with pedestrian-only frontages along Ninth and Tenth Streets, Harvest Lane (47' ROW), and Cherry Court. The vehicular segregation is made possible with rear access alleyways (16'), an internalized parking court, and a U-shaped neighborhood collector in Orchard Avenue. With two new entrances from the north, a pedestrian-friendly internal street network, and street and guest parking, the circulation layout for the new development will ably serve new residents and improve access from existing neighborhoods to the larger area

The Project will require extension of all public utilities to serve the property. Stormwater detention improvements will also be required on the Project Site. The projected TIF Uses set forth on the attached Exhibit D include the projected TIF Uses and estimated costs. The proposed utility improvements and other public improvements are described in the projected TIF Uses chart.

Historical Status

Not applicable.

Evaluation Criteria: Mandatory Criteria

1. **The project must be located within a blighted area or an area eligible for a designation of blighted as required and set forth by Nebraska statute.**

   The properties were previously designated by the City of Bellevue as substandard and blighted in accordance with Community Development Law, Neb. Rev. Stat.§ 18-2101, et. seq.

2. **The project must further the objectives of the City's Master Plan.**

   The project will result in the development of approximately 14.75 acres of vacant and underutilized land south of Kasper Street near 9th Street and in Bellevue, NE. Once completed, the development will offer 140 new residential units to support the continued growth and housing needs of the Bellevue community. This medium-density residential development conforms to the general plan for the City as a whole because it is consistent with the medium-density residential uses south of the project site and those called for in the city's comprehensive plan. Additionally, the project furthers the City's goal of adding residential development to the area in a manner that is economically feasible.

   According to the findings of the Sarpy County & Communities, Nebraska County-Wide Housing Study with Strategies for Housing Affordability report, a majority of the 399 lost housing units in Sarpy County due to the 2019 disaster--an estimated 340 units--were in areas occupied by low- and

moderate-income individuals and families. This includes an estimated 200 manufactured, modular, and mobile homes in the City of Bellevue. The Housing Study specifically states that "of the 5,579 total units in demand for Sarpy County, an estimated 2,897 units (1,786 owner, 1,111 rental) should be developed as 'workforce housing' for local employees, both new and existing." The estimated workforce housing demand for the City of Bellevue is 424 owner-occupied and 270 rental workforce housing units.

This residential development conforms to the general plan for the City as a whole because it is consistent with the residential uses east and south of the Project Site. Additionally, the project furthers the City's goals of adding residential development to the area in a manner that is economically feasible. Furthermore, Goal 2.2 in the Housing Study specifically supports the use of TIF to assist with workforce housing projects:

> **"Action Step 1:** Encourage housing developers to pursue securing any and all available tools of financing assistance in the development of new housing projects throughout Sarpy County. This could include the use of Tax Increment Financing (TIF) to assist in financing the development of workforce housing."

3. **The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions.**

The Tax Increment Financing request proposes to utilize only the increase in property taxes resulting from the improvements made by the developer. Existing tax revenues will continue to accrue to the benefit of the City of Bellevue and other taxing jurisdictions within which the property lies. This property is currently undeveloped, and the development of the property will add to the future tax base of the City. The City and other taxing authorities will continue to receive taxes at the current assessed value for the base year and will receive a significant increase in taxes on the increased taxable value upon completion of the TIF payments.

4. **The developer is able to demonstrate that the project would not be economically feasible without the use of Tax Increment Financing. In addition, if the project has site alternatives, the proposal must demonstrate that it would not occur in the area without TIF. Return on investment assists in determining the economic feasibility of the project.**

Without the assistance of Tax Increment Financing, the project would post a loss of $5,417,215

Cost-Benefit Analysis

1. **Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**

There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year. The project would not occur and no new ad valorem taxes would be created on the project site without TIF.

2. **Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:**

Public infrastructure currently exists adjacent to the project site. The project will provide the necessary infrastructure within the site as well as sidewalks, curbs, and gutters along the south side

of Kasper Street, adjacent to the site. There will be four street entrances into the project. Two entrances from Kasper Street on the north and an entrance from both 9th and 10th Streets on the south. These entrances will provide for improved circulation of traffic for the neighborhood to the south. Currently, this site is underutilized as vacant land and contributes to the blight of the area. In the long term, the project will provide a significant increase in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. Because the project will provide 140 new housing units to the area, any impact upon the community public services already provided in the area is outweighed by the increased future tax revenue to be provided by the development.

3. **Impacts on employers and employees of firms locating or expanding within the boundaries of the area of redevelopment project:**

During redevelopment and construction, the project will create jobs, and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for new and existing residents of the Bellevue community. Having available housing for the city's workforce is crucial for any employer looking to locate or grow in the area, because without affordable housing, there is no way to fill the jobs needed for new and expanding businesses. The project will further benefit local businesses by increasing the residents in the area who will be likely to patronize nearby Bellevue businesses.

4. **Impacts on businesses within the area:**

This project will bring 140 additional households to the community of Bellevue. Those residents will support local retail businesses, service businesses, and restaurants. The project will also provide new housing options for those working at businesses in the area or for those looking to work for Bellevue businesses.

5. **Impacts on students' populations and school districts within the project area:**

This project will likely bring families with students into the school districts serving the area. According to the Comprehensive Plan, the City is anticipating 5.25% growth without net migration by 2030. The City is planning for growth, and the schools should be anticipating growth as well. Infill development helps keep resources from spreading too thin due to outward expansion of the area of the town.

The Bellevue Public School (BPS) District serves approximately 10,000 students; there are 2 high schools, 3 middle schools, 15 elementary schools, 1 alternative school, and a career and technical education center in the BPS District serving Pre K-12th grade. There are additionally multiple private k-12 schools in Bellevue. Student population would be assumed to be spread across grade levels. Overall, the impact on the school district is anticipated to be manageable and not create any material adverse effects.

6. **Any other impacts relevant to the consideration of costs and benefits arising from the development project:**

This project will bring new housing into an area that has not seen development for many years and will hopefully act as a catalyst for other developments and the revitalization of surrounding properties.

TIF Request

The total TIF request is for $5,454,752, plus accrued interest. This request would be spread across the completion of three separate parts of the project's residential implementation Phase (Phase Two). Redeveloper requests the issuance of five (5) TIF Notes, aligning with parts A-C of Phase Two's single-family build-out and one (1) note each for multifamily parts D and E, as described above, which shall equal the total TIF request in the aggregate. The TIF amount is 12.3% of the total project cost and will be used to offset TIF-eligible costs such as land acquisition, site prep work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Exhibit D. The total estimated project cost is $44,378,864. The final assessed increased valuation upon completion of the project of $29,080,000 will support the TIF request with interest at the rate of 7.5% per annum as shown by the Amortization Schedule attached as Exhibit E.

EXHIBIT A - PROJECT SITE

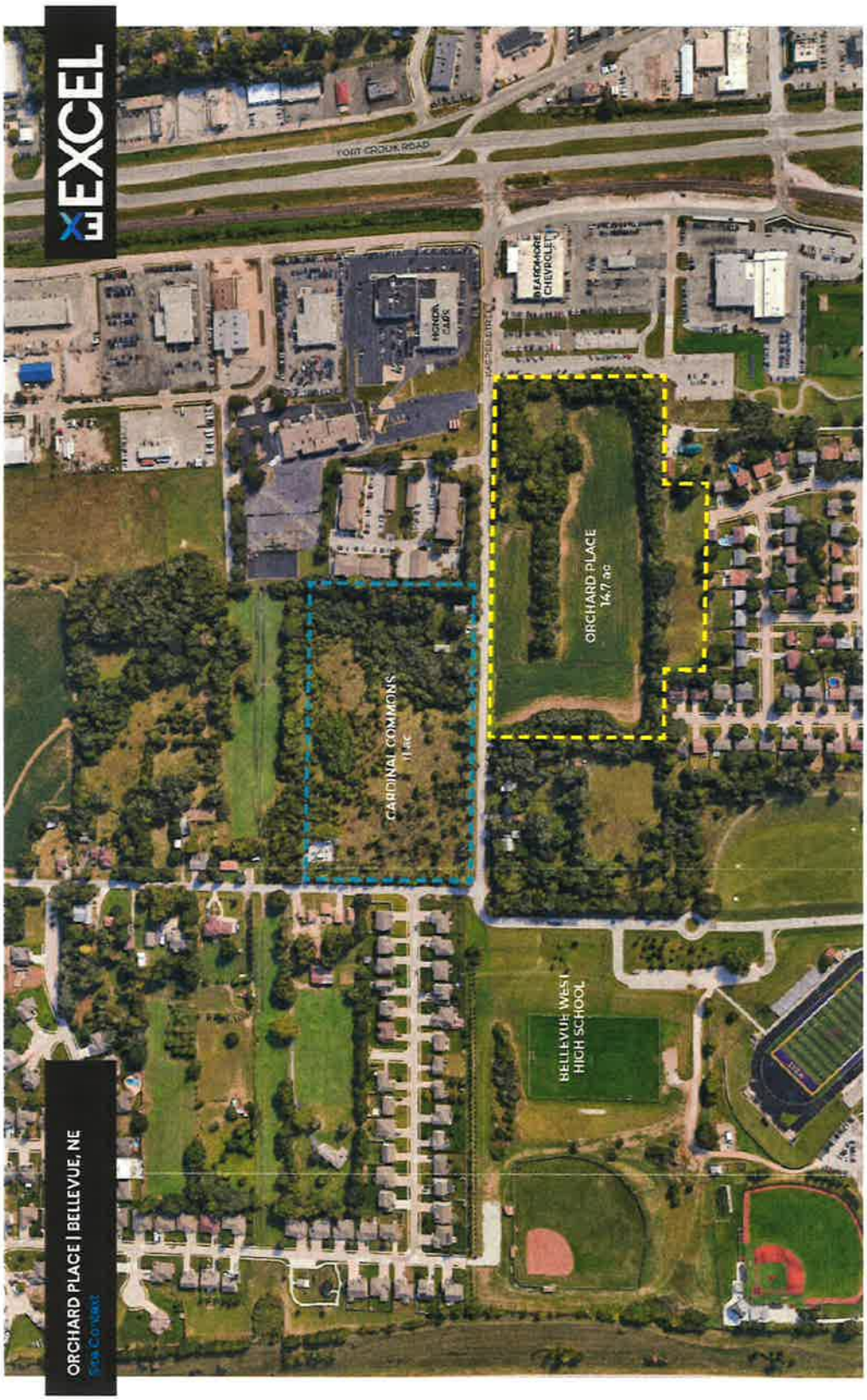


EXHIBIT B - SITE PLAN



EXHIBIT C - RETURN ON INVESTMENT ANALYSIS

EXHIBIT D - TIF SOURCES AND USES

TIF Sources

1. Assumptions

Tax Levy	2.122212		
Interest Rate	7.50%		
Number of Years	15		
Base Valuation	Lot 21A	$171,265	
	Lot 2	$76,168	
		$247,433	Total

Final Valuation

Unit Type	Assessed Value	Total Units	Total Valuation
Orchard Flats, LIHTC	$65,000	19	$1,235,000
Orchard Flats, Market	$85,000	36	$3,060,000
Avenue Homes	$275,000	14	$3,850,000
Park Townhomes	$285,000	16	$4,560,000
Court Cottages	$250,000	20	$5,000,000
Orchard Manors	$325,000	35	$11,375,000
		140	$29,080,000

2. TIF Calculations – Entire Project

	Assessed Value	Estimated Taxes
Pre-Project	$247,433	$5,251
Completed Project	$29,080,000	$617,139
	$28,832,567	$611,888

Annual TIF Amount	$615,782
Total TIF	$9,178,323
TIF Indebtedness Amount	$5,454,752

The Total TIF Indebtedness Amount shall be issued in up to five (5) TIF Notes, which TIF Notes shall not exceed the TIF Indebtedness Amount in the Aggregate.

TIF Uses

The projected TIF Uses listed below are preliminary in nature and subject to change. However, the costs of the eligible TIF uses for this Project, $6,012,592, far exceed the requested $5,454,752 TIF amount.

Orchard Place
Bellevue, Nebraska

Site Improvement Budget 140 Units

Soft Costs	Qty/LF	Acres/SF	Rate	Subtotal	Cost per Door	Notes
Land Acquisition	1		$ 1,100,000	$ 1,100,000	$ 7,857	Habitat for Humanity Omaha
Consulting				$ 720,650	$ 5,148	
Engineering	1		$ 225,650	$ 225,650	$ 1,612	Insinger (Civil), Crouch (Traffic) Engineering
Traffic Analysis	1		$ 15,000	$ 15,000	$ 107	Olsson Engineering
Architecture	1		$ 100,000	$ 100,000	$ 714	Peace Studio/DAA
Survey	1		$ 25,000	$ 25,000	$ 179	TBD
Platting	1		$ -	$ -	$ -	Incl in Engineering
Energy Distribution	1		$ 120,000	$ 120,000	$ 857	OPPD (compulsory)
Water Extension	1		$ 40,000	$ 40,000	$ 286	MUD (compulsory)
Legal	1		$ 150,000	$ 150,000	$ 1,071	Cline Williams
Geotech Allowance	1		$ 45,000	$ 45,000	$ 321	Incl work Previously Performed by Olsson
Municipal Fees				$ 467,139	$ 3,337	
Tax Increment Financing				$ 46,000	$ 329	
Application	1		$ 3,500	$ 3,500	$ 25	Application and Processing
Admin 1	0.015		$ 1,500,000	$ 22,500	$ 161	$500,000 to $2,000,000 (no charge below)
Admin 2	0.01		$ 2,000,000	$ 20,000	$ 143	$2,000,000 to $4,000,000 (no charge above)
Arterial Street Improvement Program				$ 139,377	$ 996	
Single Family	85		$ 1,500	$ 127,500		per Master Fee Schedule
Multifamily		2.98	$ 5,000	$ 11,877		$5K per MF Acre
Building Permits				$ 110,187	$ 787	
Single Family	85		$ 1,122	$ 95,370		per Master Fee Schedule
Multifamily	3		$ 4,939	$ 14,817		per Master Fee Schedule
Zoning + Platting				$ 4,400	$ 31	
Zoning Revisions	1		$ 1,300	$ 1,300	$ 9	Change of Zone ($550), Zoning Text ($500), Subdivision Text ($250)
Platting, Prelim	100		$ 10	$ 2,000	$ 14	$1,000 + $10/lot
Platting, Final	100		$ 5	$ 1,100	$ 8	$600 + $5/lot
Sewer Connections				$ 167,175	$ 1,194	
Single Family	65		$ 1,165	$ 75,725	$ 541	per Master Fee Schedule
Duplex	20		$ 2,070	$ 41,400	$ 296	per Master Fee Schedule
Multifamily	55		$ 910	$ 50,050	$ 358	per Master Fee Schedule
Soft Cost Subtotal				**$ 2,287,789**	**$ 16,341.35**	

Hard Costs	Qty/LF	Acres/SF	Rate	Subtotal	Cost per Door	Notes
Clearing + Grading		642,510	$ 0.85	$ 546,134	$ 3,901	Estimate based on Traditional Urban Layout
Fill Dirt + Hauling	250		$ 30.00	$ 7,500	$ 54	Estimate based on Projected Tons of Fill
Utilities		642,510	$ 1.50	$ 963,765	$ 6,884	Allowance
Streets		642,510	$ 1.35	$ 867,389	$ 6,196	Estimate based on Traditional Urban Layout
Sidewalks		642,510	$ 0.40	$ 257,004	$ 1,836	Estimate based on Traditional Urban Layout
Street Lighting		642,510	$ 0.35	$ 224,879	$ 1,606	Estimate based on Traditional Urban Layout
Stormwater Detention		642,510	$ 0.50	$ 321,255	$ 2,295	Allowance
Landscaping		642,510	$ 0.15	$ 96,377	$ 688	Allowance
SWPPP		642,510	$ 0.20	$ 128,502	$ 918	Erosion Control
Kasper Street	1,120.00		$ 225.00	$ 252,000	$ 1,800	Allowance for Curbing, Gutter, and Sidewalk along South Side adj. to Site
Stormwater Tie-In	1		$ 60,000.00	$ 60,000	$ 429	Allowance for Stormwater Connect at Base of Hill
Hard Cost Subtotal			**$ 5.30**	**$ 3,724,803**	**$ 26,606**	
				$ 2,287,789	$ 16,341	Soft Cost Subtotal
				$ 3,724,803	$ 26,606	Hard Cost Subtotal
				$ 6,012,592	**$ 42,947**	**Total Budgeted Amount**

EXHIBIT E - AMORTIZATION SCHEDULE

The amortization schedule below shows the amortization of the entire TIF amount, assuming the Project would be completed in a single phase. The actual amortization of the TIF Indebtedness will be different, because the TIF Indebtedness will be issued in three phases. However, the overall tax shift and repayment shall equal the amortization presented in this Exhibit, only spread out over three phases:

					Debt Service Payments			
TIF Year	Total Taxable Valuation	Less Base Valuation	TIF Taxable Valuation	Tax Revenues	Principal	Interest 7.50%	Total	Loan Balance
0								$5,489,400
0.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 102,038	$205,853	$307,891	$5,387,362
1	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 105,865	$202,026	$307,891	$5,281,497
1.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 109,835	$198,056	$307,891	$5,171,662
2	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 113,954	$193,937	$307,891	$5,057,708
2.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 118,227	$189,664	$307,891	$4,939,481
3	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 122,660	$185,231	$307,891	$4,816,821
3.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 127,260	$180,631	$307,891	$4,689,561
4	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 132,032	$175,859	$307,891	$4,557,529
4.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 136,984	$170,907	$307,891	$4,420,545
5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 142,121	$165,770	$307,891	$4,278,424
5.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 147,450	$160,441	$307,891	$4,130,974
6	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 152,979	$154,912	$307,891	$3,977,995
6.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 158,716	$149,175	$307,891	$3,819,279
7	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 164,668	$143,223	$307,891	$3,654,611
7.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 170,843	$137,048	$307,891	$3,483,768
8	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 177,250	$130,641	$307,891	$3,306,518
8.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 183,897	$123,994	$307,891	$3,122,621
9	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 190,793	$117,098	$307,891	$2,931,828
9.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 197,947	$109,944	$307,891	$2,733,881
10	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 205,370	$102,521	$307,891	$2,528,511
10.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 213,072	$94,819	$307,891	$2,315,439
11	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 221,062	$86,829	$307,891	$2,094,377
11.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 229,352	$78,539	$307,891	$1,865,025
12	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 237,953	$69,938	$307,891	$1,627,072
12.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 246,876	$61,015	$307,891	$1,380,196
13	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 256,134	$51,757	$307,891	$1,124,062
13.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 265,739	$42,152	$307,891	$858,323
14	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 275,704	$32,187	$307,891	$582,619
14.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 286,043	$21,848	$307,891	$296,576
15	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 296,769	$11,122	$307,891	($193)
	$9,236,730				$5,489,593	$3,747,137	$9,236,730	
	Original Loan Amount				$5,489,400			
	Loan Balance Remaining				**($193)**			

ASSUMPTIONS:	
1. Loan Amt:	$5,489,400
2. Int. Rate:	7.50%
3. Base Val:	$247,433
4. Final Val:	$29,263,500
5. Tax Levy	2.122212

RESOLUTION 2026-22

WHEREAS, Excel Development Group, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lot 2, Compass Hill, and Lot 21A, Old Orchard Place, Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, Excel Development Group has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the authority and the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with new residential units to be used for single-family residential use, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project Plan"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Excel Development Group; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately $28,756,399 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Excel Development Group, and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Excel Development Group, in an amount not to exceed the principal sum of $5,454,752 which, if fully paid, will reimburse Excel Development Group for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

(i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
(ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
(iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
(iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
(v) Such other impacts determined by this Council, as the Redevelopment Authority and governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among the Excel Development Group and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Excel Development Group, and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.

2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Excel Development Group, and such other parties as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 20th DAY OF OCTOBER 2026.

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

EXHIBIT
tabbies
A

TAX INCREMENT FINANCING REDEVELOPMENT PLAN

FOR

ORCHARD PLACE

LOT 21A, OLD ORCHARD PLACE AND LOT 2, COMPASS HILL
BELLEVUE, NEBRASKA

SUBMITTED: July 24, 2026

Submitted to:

Chairman and Members of the Planning Board

Submitted by:

Applicant:	On behalf of Habitat for Humanity Omaha Excel Development Group, LLC Attn: Wayne Mortensen 8551 Lexington Ave. Lincoln, NE 68505
Attorney for Applicant:	Andrew R. Willis Cline Williams Wright Johnson & Oldfather, L.L.P. 233 South 13th Street Suite 1900 Lincoln, NE 68508 (402) 479-7151 awillis@clinewilliams.com

Project Description

Background:

The project site is located generally near South 9th Street and Kasper Street. The project site presently consists of: Lot 21A, Old Orchard Place Addition, Sarpy County, Nebraska (Parcel ID # 010425217), and Lot 2, Compass Hill, Sarpy County, Nebraska (Parcel ID # 0116144982), and is approximately 14.75 acres (642,510 square feet).

The project site is designated as a "blighted and substandard" area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue's elimination of blighted and substandard areas within its boundaries as well as provide needed additional housing in the City.

Redevelopment of this site is anticipated to begin in 2027 with the grading and the construction of the infrastructure (Phase One). The construction of the approximately 140 residential dwelling units will begin in mid-2027 (Phase Two) with the first sales occurring in late 2027. It is anticipated that the construction of the homes in the project will be completed in 2029.

Existing Land Use and Conditions of the Redevelopment Site:

The aerial picture of the Project Site is attached as Exhibit "A". The Project Site is owned by Habitat for Humanity Omaha, Inc., and is undeveloped and covered by patches of dense trees and vegetation. The Project Site is being subdivided and replatted to create the lots necessary for this Project. As the redevelopment project and final plat are approved by the City, owner will convey the Project Site to the Applicant in stages.

Lot 21A is currently zoned AG-Agriculture and Lot 2 is zoned RD-60 residential.

The site has been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat.§ 18-2101, et. seq.

Proposed Use and Project Details:

The Preliminary Site Plan for the Project is attached as Exhibit "B". The Applicant proposes to develop the land into a mixed-income residential development to be known as "Orchard Place". The entire development is projected to include approximately 140 residential dwelling units.

The Applicant anticipates completing the construction of approximately 40 units in 2027 (Part A), 48 units in 2028 (Parts B,C), and 52 units in 2029 (Parts D,E).

Phase One
Phase One of Orchard Place shall consist of the construction of all required infrastructure.

Phase Two, Part A – 168 people
Part A of Orchard Place shall consist of approximately 40 residential units, including:

- 7 detached single-family homes | 1,325 SF | 2 stories | 2 parking
- 4 duplexes (8 dwelling units total) | 1,770 SF | 2 stories | 2 parking
- 8 attached single-family townhomes | 1,409 SF | 2^ stories (50% bsmt) | 2-4 parking
- 17 attached single-family | 1,465 SF | 2* stories | 2 parking

Phase Two, Part B – 113 people

Part B of Orchard Place shall consist of approximately 29 residential units:

- 6 duplexes (12 dwelling units total) | 1,770 SF | 2 stories | 2 parking
- 8 attached single-family townhomes | 1,409 SF | 2^ stories (50% bsmt) | 2-4 parking
- 9 attached single-family | 1,465 SF | 2* stories | 2 parking

Phase Two, Part C – 81 people

Part C of Orchard Place shall consist of approximately 19 residential units:

- 19 multi-family units | 1,033 SF | 2-3 stories | 1 parking/bedroom

Phase Two, Part D – 72 people

Part D of Orchard Place shall consist of approximately 16 residential units:

- 7 detached single-family homes | 1,325 SF | 2 stories | 2 parking
- 9 attached single-family | 1,465 SF | 2* stories | 2 parking

Phase Two, Part E – 112 people

Part E of Orchard Place shall consist of approximately 36 residential units:

- 36 multi-family units | 1,033 SF | 2-3 stories | 0.5 parking/bedroom

^ half of units have occupiable basement
** all units have occupiable basement*

The Phase Two Site is depicted below:



For reference, the detached single-family homes in the Site Plan are called the "Avenue Homes", the duplexes are called "Court Cottages", the attached single-family homes are called the "Park Townhomes" and "Orchard Manors", and the multi-family units are called "The Flats at Orchard Place".

The Project Site is proposed to be rezoned as a planned subdivision incorporating both RG-20, RG-28, and RD-60 modified zoning designations in order to accommodate 140 residential units in a traditional layout on the approximately 14.75 acres. The Applicant anticipates beginning grading and installation of necessary infrastructure in Phase One in spring 2027.

In addition to the residential dwelling units, the Project Site shall include a central community green space, playground, fruit tree orchard, and formal and natural walking path amenities.

The Project Site shall be conveyed to and developed by several affiliated entities of the Applicant. Approximately fifty-five (55) units (40%) will be owned by said affiliates as rental housing and approximately eighty-five (85) units (60%) shall be sold to third-party homeowners as owner-occupied housing. Construction of all residential structures will be coordinated by NEXUS Construction. Engineering services are provided by Insinger Engineering and Crouch Engineering.

Project Population

This residential development is provide a home for 546 Bellevue residents with an average household size of four. This slightly larger household size is projected based on the project's home types and demographic (middle-income) targets. A breakdown of population by unit type is shown below.

House Types	Bedrooms	BR Total	Per BR	Population	HH Size
Orchard Flats, LIHTC	2.84	54	1.50	81	4.26
Orchard Flats, Market	2.50	90	1.25	113	3.13
Avenue Homes	3.00	42	1.50	63	4.50
Park Townhomes	3.00	48	1.50	72	4.50
Court Cottages	3.00	60	1.00	60	3.00
Orchard Manors	4.50	158	1.00	158	4.50
		451		546	4.00

Parking Plan for Proposed Project:

The project is anticipated to include approximately 346 parking spaces for residents and community visitors. This will be completed in a combination of parking lots, garages, driveways, and on-street parking, as shown on the Site Plan attached as Exhibit B. The Project will meet the Bellevue Zoning Ordinance Parking requirements.

ANALYSIS:

The project site is located within a Community Redevelopment Area, meets the requirements of the Community Development Law, and qualifies for the submission of an application for the utilization of Tax Increment Financing ("TIF") to cover costs associated with project development, as submitted for approval through the TIF process. The project will be in compliance with the City's zoning requirements, the City's Master Plan, and applicable ordinances and development regulations.

This development project serves to expand housing availability for multiple income levels in Bellevue—including workforce housing, low-income housing, and market-rate housing—and eliminates an area of blight with no recent development. The project will provide the needed site preparation, utility connections, and infrastructure necessary to develop a location that has stagnated due to the lack of necessary infrastructure for a comprehensive development. The difficulties and the additional costs involved in installing infrastructure and connecting utilities are challenges that further support the necessity of TIF assistance for this project.

This project would not be feasible without the assistance of the TIF, as shown by the return on investment calculation with and without TIF funds attached hereto as Exhibit "C". Without TIF, construction costs would be higher than acceptable and would require sales prices and rental prices higher than the market could support, particularly for the homes targeted for lower-income and workforce buyers. A reasonable investor would not find the return on investment to be sufficient without the assistance of the TIF funds and would not invest in developing the property. Accordingly, TIF funds are necessary for this project to go forward.

Project Finance Summary

The Finance summary provided below is preliminary and subject to change.

Orchard Place
Bellevue, Nebraska

Sources + Uses

SOURCES		$	44,416,401	NOTES
Homebuyer Equity		$	24,785,000	Home Sales
Conventional Financing		$	8,000,000	Commercial Note(s)
Tax Increment Financing		$	5,454,752	15-Year TIF Note
Tax Credit Equity		$	3,228,930	Federal Tax Credits
Nebraska Affordable Housing Tax Credits		$	1,454,746	LIHTC Structure
Conventional Financing		$	992,973	LIHTC Structure
Deferred Developer Fee		$	350,000	Market Rate Apartments
Deferred Developer Fee		$	150,000	LIHTC Structure

USES		$	44,378,864	NOTES
Orchard Manor Construction		$	9,912,662	Estimate
Orchard Flats Construction, Market Rate		$	7,700,000	Estimate
Orchard Flats Construction, LIHTC		$	5,951,649	Bid
Court Cottage Construction		$	4,241,471	Estimate
Park Townhome Construction		$	3,877,077	Estimate
Site Improvement, Hard Costs		$	3,724,803	See Budget
Avenue Home Construction		$	3,251,118	Estimate
Broker and Transaction Fees		$	1,734,950	Projection
Developer Fee		$	1,275,000	Projected (At-Risk)
Land Acquisition		$	1,100,000	Habitat Omaha Purchase Option
Consulting		$	720,650	Bid
Municipal Fees		$	467,139	Estimate
Debt Service, Construction Loan		$	216,117	Horizon Bank
Debt Service, Construction Loan		$	206,228	Middle Income Workforce Housing Fund

Total Sources	$	44,416,401
Total Uses	$	44,378,864
	$	**37,537**

Final Valuation Discussion

The current assessed valuation for Lot 21A is $171,265. The current assessed valuation for Lot 2 is $76,168. The total current assessed valuation of the project site is $247,433.

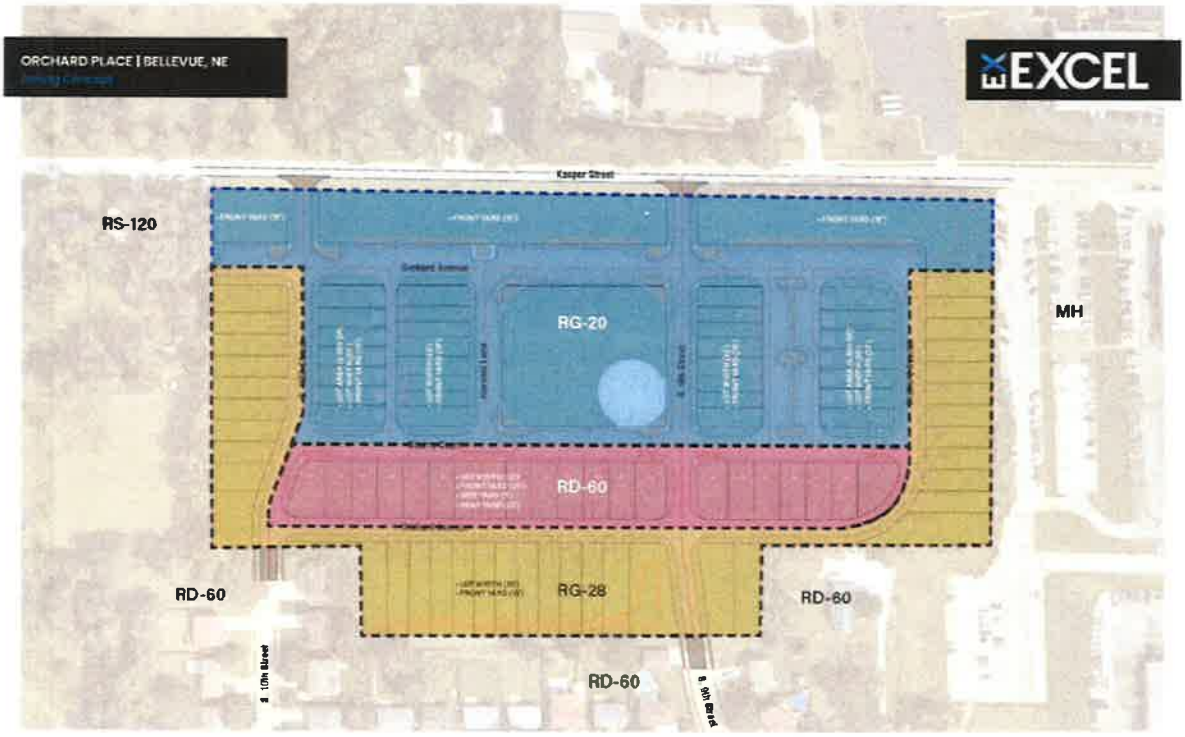
The applicant estimates a range of average assessed valuations of residential units based on unit type. Based upon these projected final valuations, the anticipated final valuation of the Project is $29,080,000 upon full buildout, as set forth below:

Projected Valuation

Unit Type	Assessed Value	Total Units	Total Valuation
Orchard Flats, LIHTC	$65,000	19	$1,235,000
Orchard Flats, Market	$85,000	36	$3,060,000
Avenue Homes	$275,000	14	$3,850,000
Park Townhomes	$285,000	16	$4,560,000
Court Cottages	$250,000	20	$5,000,000
Orchard Manors	$325,000	35	$11,375,000
		140	$29,080,000

Land Use and Zoning

Lot 21A is zoned AG-Agriculture and Lot 2 is zoned RD-60 residential. The project site will be rezoned as a planned subdivision (PS) incorporating RG-20, RG-28, and RD-60 modified zoning designations, as depicted below:



Utilities and Public Improvements

The project will require regrading and installation of roads, sidewalks, curbing, gutters, hydrants, stormwater retention, and other stormwater and landscape improvements within the project area.

The project will include significant investment in street infrastructure to support the new residential community and improved regional connectivity. Ninth and tenth streets will be extended from the south to connect with Kasper. All streets boast at least 44' rights-of-way (ROW) that include generous tree lawns (6'), public sidewalks (4'), and overhead lighting--all built to city standards. Ninth and Tenth Streets are planned to be dedicated back to the City after construction, while the Orchard Place HOA will provide basic services, including common area maintenance and snow removal, for sidewalks and planned private streets. A "new urbanist" community layout emphasizes pedestrian safety and connection by creating an interconnected street grid with pedestrian-only frontages along Ninth and Tenth Streets, Harvest Lane (47' ROW), and Cherry Court. The vehicular segregation is made possible with rear access alleyways (16'), an internalized parking court, and a U-shaped neighborhood collector in Orchard Avenue. With two new entrances from the north, a pedestrian-friendly internal street network, and street and guest parking, the circulation layout for the new development will ably serve new residents and improve access from existing neighborhoods to the larger area

The Project will require extension of all public utilities to serve the property. Stormwater detention improvements will also be required on the Project Site. The projected TIF Uses set forth on the attached Exhibit D include the projected TIF Uses and estimated costs. The proposed utility improvements and other public improvements are described in the projected TIF Uses chart.

Historical Status

Not applicable.

Evaluation Criteria: Mandatory Criteria

1. **The project must be located within a blighted area or an area eligible for a designation of blighted as required and set forth by Nebraska statute.**

   The properties were previously designated by the City of Bellevue as substandard and blighted in accordance with Community Development Law, Neb. Rev. Stat.§ 18-2101, et. seq.

2. **The project must further the objectives of the City's Master Plan.**

   The project will result in the development of approximately 14.75 acres of vacant and underutilized land south of Kasper Street near 9th Street and in Bellevue, NE. Once completed, the development will offer 140 new residential units to support the continued growth and housing needs of the Bellevue community. This medium-density residential development conforms to the general plan for the City as a whole because it is consistent with the medium-density residential uses south of the project site and those called for in the city's comprehensive plan. Additionally, the project furthers the City's goal of adding residential development to the area in a manner that is economically feasible.

   According to the findings of the Sarpy County & Communities, Nebraska County-Wide Housing Study with Strategies for Housing Affordability report, a majority of the 399 lost housing units in Sarpy County due to the 2019 disaster--an estimated 340 units--were in areas occupied by low- and

moderate-income individuals and families. This includes an estimated 200 manufactured, modular, and mobile homes in the City of Bellevue. The Housing Study specifically states that "of the 5,579 total units in demand for Sarpy County, an estimated 2,897 units (1,786 owner, 1,111 rental) should be developed as 'workforce housing' for local employees, both new and existing." The estimated workforce housing demand for the City of Bellevue is 424 owner-occupied and 270 rental workforce housing units.

This residential development conforms to the general plan for the City as a whole because it is consistent with the residential uses east and south of the Project Site. Additionally, the project furthers the City's goals of adding residential development to the area in a manner that is economically feasible. Furthermore, Goal 2.2 in the Housing Study specifically supports the use of TIF to assist with workforce housing projects:

> **"Action Step 1:** Encourage housing developers to pursue securing any and all available tools of financing assistance in the development of new housing projects throughout Sarpy County. This could include the use of Tax Increment Financing (TIF) to assist in financing the development of workforce housing."

3. **The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions.**

The Tax Increment Financing request proposes to utilize only the increase in property taxes resulting from the improvements made by the developer. Existing tax revenues will continue to accrue to the benefit of the City of Bellevue and other taxing jurisdictions within which the property lies. This property is currently undeveloped, and the development of the property will add to the future tax base of the City. The City and other taxing authorities will continue to receive taxes at the current assessed value for the base year and will receive a significant increase in taxes on the increased taxable value upon completion of the TIF payments.

4. **The developer is able to demonstrate that the project would not be economically feasible without the use of Tax Increment Financing. In addition, if the project has site alternatives, the proposal must demonstrate that it would not occur in the area without TIF. Return on investment assists in determining the economic feasibility of the project.**

Without the assistance of Tax Increment Financing, the project would post a loss of $5,417,215

Cost-Benefit Analysis

1. **Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**

There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year. The project would not occur and no new ad valorem taxes would be created on the project site without TIF.

2. **Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:**

Public infrastructure currently exists adjacent to the project site. The project will provide the necessary infrastructure within the site as well as sidewalks, curbs, and gutters along the south side

of Kasper Street, adjacent to the site. There will be four street entrances into the project. Two entrances from Kasper Street on the north and an entrance from both 9th and 10th Streets on the south. These entrances will provide for improved circulation of traffic for the neighborhood to the south. Currently, this site is underutilized as vacant land and contributes to the blight of the area. In the long term, the project will provide a significant increase in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. Because the project will provide 140 new housing units to the area, any impact upon the community public services already provided in the area is outweighed by the increased future tax revenue to be provided by the development.

3. **Impacts on employers and employees of firms locating or expanding within the boundaries of the area of redevelopment project:**

During redevelopment and construction, the project will create jobs, and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for new and existing residents of the Bellevue community. Having available housing for the city's workforce is crucial for any employer looking to locate or grow in the area, because without affordable housing, there is no way to fill the jobs needed for new and expanding businesses. The project will further benefit local businesses by increasing the residents in the area who will be likely to patronize nearby Bellevue businesses.

4. **Impacts on businesses within the area:**

This project will bring 140 additional households to the community of Bellevue. Those residents will support local retail businesses, service businesses, and restaurants. The project will also provide new housing options for those working at businesses in the area or for those looking to work for Bellevue businesses.

5. **Impacts on students' populations and school districts within the project area:**

This project will likely bring families with students into the school districts serving the area. According to the Comprehensive Plan, the City is anticipating 5.25% growth without net migration by 2030. The City is planning for growth, and the schools should be anticipating growth as well. Infill development helps keep resources from spreading too thin due to outward expansion of the area of the town.

The Bellevue Public School (BPS) District serves approximately 10,000 students; there are 2 high schools, 3 middle schools, 15 elementary schools, 1 alternative school, and a career and technical education center in the BPS District serving Pre K-12th grade. There are additionally multiple private k-12 schools in Bellevue. Student population would be assumed to be spread across grade levels. Overall, the impact on the school district is anticipated to be manageable and not create any material adverse effects.

6. **Any other impacts relevant to the consideration of costs and benefits arising from the development project:**

This project will bring new housing into an area that has not seen development for many years and will hopefully act as a catalyst for other developments and the revitalization of surrounding properties.

TIF Request

The total TIF request is for $5,454,752, plus accrued interest. This request would be spread across the completion of three separate parts of the project's residential implementation Phase (Phase Two). Redeveloper requests the issuance of five (5) TIF Notes, aligning with parts A-C of Phase Two's single-family build-out and one (1) note each for multifamily parts D and E, as described above, which shall equal the total TIF request in the aggregate. The TIF amount is 12.3% of the total project cost and will be used to offset TIF-eligible costs such as land acquisition, site prep work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Exhibit D. The total estimated project cost is $44,378,864. The final assessed increased valuation upon completion of the project of $29,080,000 will support the TIF request with interest at the rate of 7.5% per annum as shown by the Amortization Schedule attached as Exhibit E.

EXHIBIT A - PROJECT SITE

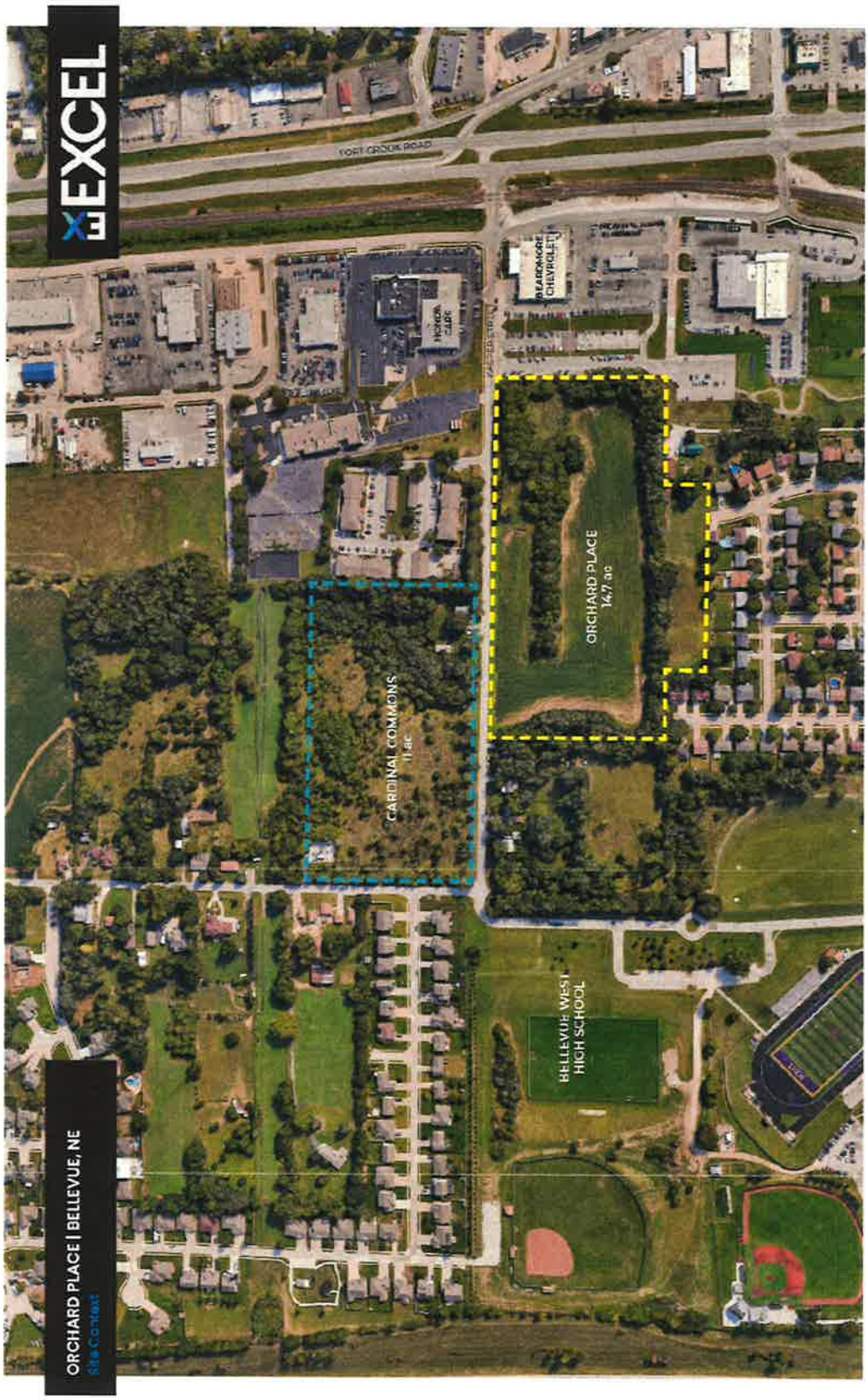


EXHIBIT B - SITE PLAN



EXHIBIT C - RETURN ON INVESTMENT ANALYSIS

EXHIBIT D - TIF SOURCES AND USES

TIF Sources

1. Assumptions

Tax Levy	2.122212		
Interest Rate	7.50%		
Number of Years	15		
Base Valuation	Lot 21A	$171,265	
	Lot 2	$76,168	
		$247,433	Total

Final Valuation

Unit Type	Assessed Value	Total Units	Total Valuation
Orchard Flats, LIHTC	$65,000	19	$1,235,000
Orchard Flats, Market	$85,000	36	$3,060,000
Avenue Homes	$275,000	14	$3,850,000
Park Townhomes	$285,000	16	$4,560,000
Court Cottages	$250,000	20	$5,000,000
Orchard Manors	$325,000	35	$11,375,000
		140	$29,080,000

2. TIF Calculations – Entire Project

	Assessed Value	Estimated Taxes
Pre-Project	$247,433	$5,251
Completed Project	$29,080,000	$617,139
	$28,832,567	$611,888

Annual TIF Amount	$615,782
Total TIF	$9,178,323
TIF Indebtedness Amount	$5,454,752

The Total TIF Indebtedness Amount shall be issued in up to five (5) TIF Notes, which TIF Notes shall not exceed the TIF Indebtedness Amount in the Aggregate.

TIF Uses

The projected TIF Uses listed below are preliminary in nature and subject to change. However, the costs of the eligible TIF uses for this Project, $6,012,592, far exceed the requested $5,454,752 TIF amount.

Orchard Place
Bellevue, Nebraska

Site Improvement Budget 140 Units

Soft Costs	Qty/LF	Acres/SF	Rate	Subtotal	Cost per Door	Notes
Land Acquisition	1		$ 1,100,000	$ 1,100,000	$ 7,857	Habitat for Humanity Omaha
Consulting				$ 720,650	$ 5,148	
Engineering	1		$ 225,650	$ 225,650	$ 1,612	Insinger (Civil), Crouch (Traffic) Engineering
Traffic Analysis	1		$ 15,000	$ 15,000	$ 107	Olsson Engineering
Architecture	1		$ 100,000	$ 100,000	$ 714	Peace Studio/DAA
Survey	1		$ 25,000	$ 25,000	$ 179	TBD
Platting	1		$ -	$ -	$ -	Incl in Engineering
Energy Distribution	1		$ 120,000	$ 120,000	$ 857	OPPD (compulsory)
Water Extension	1		$ 40,000	$ 40,000	$ 286	MUD (compulsory)
Legal	1		$ 150,000	$ 150,000	$ 1,071	Cline Williams
Geotech Allowance	1		$ 45,000	$ 45,000	$ 321	Incl work Previously Performed by Olsson
Municipal Fees				$ 467,139	$ 3,337	
Tax Increment Financing				$ 46,000	$ 329	
Application	1		$ 3,500	$ 3,500	$ 25	Application and Processing
Admin 1	0.015		$ 1,500,000	$ 22,500	$ 161	$500,000 to $2,000,000 (no charge below)
Admin 2	0.01		$ 2,000,000	$ 20,000	$ 143	$2,000,000 to $4,000,000 (no charge above)
Arterial Street Improvement Program				$ 139,377	$ 996	
Single Family	85		$ 1,500	$ 127,500		per Master Fee Schedule
Multifamily		2.38	$ 5,000	$ 11,877		$5K per MF Acre
Building Permits				$ 110,187	$ 787	
Single Family	85		$ 1,122	$ 95,370		per Master Fee Schedule
Multifamily	3		$ 4,939	$ 14,817		per Master Fee Schedule
Zoning + Platting				$ 4,400	$ 31	
Zoning Revisions	1		$ 1,300	$ 1,300	$ 9	Change of Zone ($550), Zoning Text ($500), Subdivision Text ($250)
Platting, Prelim	100		$ 10	$ 2,000	$ 14	$1,000 + $10/lot
Platting, Final	100		$ 5	$ 1,100	$ 8	$600 + $5/lot
Sewer Connections				$ 167,175	$ 1,194	
Single Family	65		$ 1,165	$ 75,725	$ 541	per Master Fee Schedule
Duplex	20		$ 2,070	$ 41,400	$ 296	per Master Fee Schedule
Multifamily	55		$ 910	$ 50,050	$ 358	per Master Fee Schedule
Soft Cost Subtotal				**$ 2,287,789**	**$ 16,341.35**	

Hard Costs	Qty/LF	Acres/SF	Rate	Subtotal	Cost per Door	Notes
Clearing + Grading		642,510	$ 0.85	$ 546,134	$ 3,901	Estimate based on Traditional Urban Layout
Fill Dirt + Hauling	250		$ 30.00	$ 7,500	$ 54	Estimate based on Projected Tons of Fill
Utilities		642,510	$ 1.50	$ 963,765	$ 6,884	Allowance
Streets		642,510	$ 1.35	$ 867,389	$ 6,196	Estimate based on Traditional Urban Layout
Sidewalks		642,510	$ 0.40	$ 257,004	$ 1,836	Estimate based on Traditional Urban Layout
Street Lighting		642,510	$ 0.35	$ 224,879	$ 1,606	Estimate based on Traditional Urban Layout
Stormwater Detention		642,510	$ 0.50	$ 321,255	$ 2,295	Allowance
Landscaping		642,510	$ 0.15	$ 96,377	$ 688	Allowance
SWPPP		642,510	$ 0.20	$ 128,502	$ 918	Erosion Control
Kasper Street	1,120.00		$ 225.00	$ 252,000	$ 1,800	Allowance for Curbing, Gutter, and Sidewalk along South Side adj. to Site
Stormwater Tie-In	1		$ 60,000.00	$ 60,000	$ 429	Allowance for Stormwater Connect at Base of Hill
Hard Cost Subtotal			**$ 5.30**	**$ 3,724,803**	**$ 26,606**	
				$ 2,287,789	$ 16,341	Soft Cost Subtotal
				$ 3,724,803	$ 26,606	Hard Cost Subtotal
				$ 6,012,592	**$ 42,947**	**Total Budgeted Amount**

EXHIBIT E - AMORTIZATION SCHEDULE

The amortization schedule below shows the amortization of the entire TIF amount, assuming the Project would be completed in a single phase. The actual amortization of the TIF Indebtedness will be different, because the TIF Indebtedness will be issued in three phases. However, the overall tax shift and repayment shall equal the amortization presented in this Exhibit, only spread out over three phases:

					Debt Service Payments			
TIF Year	Total Taxable Valuation	Less Base Valuation	TIF Taxable Valuation	Tax Revenues	Principal	Interest 7.50%	Total	Loan Balance
0								$5,489,400
0.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 102,038	$205,853	$307,891	$5,387,362
1	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 105,865	$202,026	$307,891	$5,281,497
1.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 109,835	$198,056	$307,891	$5,171,662
2	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 113,954	$193,937	$307,891	$5,057,708
2.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 118,227	$189,664	$307,891	$4,939,481
3	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 122,660	$185,231	$307,891	$4,816,821
3.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 127,260	$180,631	$307,891	$4,689,561
4	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 132,032	$175,859	$307,891	$4,557,529
4.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 136,984	$170,907	$307,891	$4,420,545
5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 142,121	$165,770	$307,891	$4,278,424
5.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 147,450	$160,441	$307,891	$4,130,974
6	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 152,979	$154,912	$307,891	$3,977,995
6.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 158,716	$149,175	$307,891	$3,819,279
7	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 164,668	$143,223	$307,891	$3,654,611
7.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 170,843	$137,048	$307,891	$3,483,768
8	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 177,250	$130,641	$307,891	$3,306,518
8.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 183,897	$123,994	$307,891	$3,122,621
9	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 190,793	$117,098	$307,891	$2,931,828
9.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 197,947	$109,944	$307,891	$2,733,881
10	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 205,370	$102,521	$307,891	$2,528,511
10.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 213,072	$94,819	$307,891	$2,315,439
11	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 221,062	$86,829	$307,891	$2,094,377
11.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 229,352	$78,539	$307,891	$1,865,025
12	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 237,953	$69,938	$307,891	$1,627,072
12.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 246,876	$61,015	$307,891	$1,380,196
13	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 256,134	$51,757	$307,891	$1,124,062
13.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 265,739	$42,152	$307,891	$858,323
14	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 275,704	$32,187	$307,891	$582,619
14.5	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 286,043	$21,848	$307,891	$296,576
15	$ 29,263,500	$247,433	$ 29,016,067	$ 307,891	$ 296,769	$11,122	$307,891	($193)
				$9,236,730	$5,489,593	$3,747,137	$9,236,730	
			Original Loan Amount		$5,489,400			
			Loan Balance Remaining		**($193)**			

ASSUMPTIONS:	
1. Loan Amt:	$5,489,400
2. Int. Rate:	7.50%
3. Base Val:	$247,433
4. Final Val:	$29,263,500
5. Tax Levy	2.122212

EXHIBIT
tabbies
B

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: ECD-66

CITY COUNCIL HEARING DATE: October 20, 2026

REQUEST: Request to approve the Redevelopment Plan for Lot 2, Compass Hill, and Lot 21A, Old Orchard Place. Applicant: Excel Development Group.

On September 24, 2026, the City of Bellevue Planning Commission voted seven yes, zero no, two absent, and zero abstained:

APPROVAL 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.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Burmeister						Herall
	Aerni						Bennet
	Lasenburg						
	Taylor-Jones						
	Hankins						
	Yoder						
	Ackley						

Planning Commission Hearing was held on: September 24, 2026

16a.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10-20-26			SUBMITTED BY: Lt. Hoffman		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Motorola In-Car Video and Body Camera Systems Purchase

SYNOPSIS/BACKGROUND:

The Police Department intends to purchase seven marked cruisers this fiscal year. Each cruiser requires an in-car camera system and a body camera. This is a request for eight kits: seven for the active cruiser builds and one spare kit to cover potential vehicle damage during the fiscal year. Motorola provided a 25% discount on the order due to the volume of Motorola products the City of Bellevue purchases annually.

FISCAL IMPACT:: $57,322.72 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 6362 ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the purchase of eight (8) In-Car and Body camera kits from Motorola in an amount not to exceed $57,322.72.

ATTACHMENTS:

1. Motorola Quote
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

MOTOROLA SOLUTIONS

Budgetary

QUOTE-3841396
Copy of M500 / V700

Billing Address:
BELLEVUE POLICE DEPT, CITY OF
1500 WALL ST
BELLEVUE, NE 68005
US

Shipping Address:
BELLEVUE POLICE DEPT, CITY OF
1500 WALL ST
BELLEVUE, NE 68005
US

Quote Date:09/30/2026
Expiration Date:11/29/2026
Quote Created By:
Michael Ruiz
Michael.Ruiz@motorolasolutions.com

End Customer:
BELLEVUE POLICE DEPT, CITY OF

Contract: 36882 - NASPO MOBILE VIDEO OK-MA-145-21-500

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	M500						
1	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	8		$410.00	$307.50	$2,460.00
2	WGB-0700A	M500 IN-CAR SYSTEM FRONT/PASSENGER CAM	8		$7,750.00	$5,812.50	$46,500.00
3	LSV07S05294A	3Y ESSENTIAL - M500	8	3 YEARS	$302.04	$226.53	$1,812.24
4	WGP02225-650-KIT2	BRACKET DISP/VISTA/ CAMVR POST 2025+EXPL	8		Included	Included	Included
	V700						
5	WGP02950A	BATT LIION IP67 4050T	8		$123.75	$92.81	$742.48
6	WGB-0876A	V700 BWC 1080P FN READY W/REM BATT LM	8		$968.00	$726.00	$5,808.00
7	LSV07I03510A	ESSENTIAL SOFTWARE SUPPORT AND HARDWARE REPAIR - V700	8	3 YEARS	Included	Included	Included

Grand Total $57,322.72(USD)

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

STATEMENT OF WORK - MOBILE VIDEO PRODUCTS NEW SYSTEM

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s), in-car video system(s), interview recording system(s) and/or your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third party has been identified as our Motorola-certified installer and will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services & Products provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola believes our solution is not in scope of the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's design and

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on the Personnel Security section of the CJISSECPOL, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access to unencrypted CJI. Motorola employees will also have access to the Customer's network(s) and stored information and Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJISSECPOL Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third-party installer (if applicable) will work independently with the Customer to complete the CJISSECPOL Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access or for hardware, upon shipment of the hardware. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Discovery validation
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Data Migration
- Contracted data migration between two disparate digital evidence management systems (if applicable, additional fees may apply).

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Field Engineer (FE)

The FE will work with the Customer's Project Team on:

- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Motorola-Certified Installer (if applicable)

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- Required Training
- WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
- Needs to be renewed yearly.
- Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
- Review of any previous Motorola Solutions Technical Notifications (MTNs).
- Optional Training
- WGD00186 - M500 Installation Overview and Quick Start (NA)
- Not required for installation. Available for the installing technician.
- WGD00177 - M500 In-Car Video System Installation Guide
- Not required for installation. Available for the installing technician.
- MN010272A01 - M500 In-Car Video System Basic Service Manual
- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

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Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

- The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:
- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor Project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.

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- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, connectivity etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.

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- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system (if applicable).
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

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PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will occur after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet before the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
- Quoting/ordering documents
- A summary of contracted applications and hardware as purchased.
- Customer's involvement in project activities to confirm understanding of scope and required time commitments.
- Data Migration questionnaire if migration is included in the Solution
- The Business Process Review (BPR), used to document system configuration, agency recording, and retention policies
- A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Contact the customer to complete the Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Baseline the Project Schedule, if applicable.
- Document mutually agreed upon Project Kickoff Meeting Agenda.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Data Migration Questionnaire (if applicable)
- BPR Workbook

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PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. A delay in completing the IT Questionnaire may delay the shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the equipment inventory process
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource requirements.
- Provide the initial Project Schedule
- Discuss Motorola remote system access requirements.
- Review the BPR.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Review the LXP training portal.
- Request user information required to establish the Customer in LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback and approval on project delivery requirements and schedule.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Complete the BPR Workbook within 5 business days after the conclusion of the Project Kickoff for review during the Discovery Teleconference
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information of the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to review information documented in the BPR Workbook. The Data Migration Questionnaire will also be reviewed if migration is part of the Solution.

Motorola Responsibilities

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- Facilitate Discovery Teleconference.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review the information required to complete the BPR Workbook.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh in on hardware, software, and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.

Motorola Deliverables

- Completed BPR Workbook.

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PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location
- Conduct a power-on test to validate that the installed hardware is ready for configuration.
- Verify remote connection to hardware.
- Complete Deployment Checklist which outlines the activities completed during configuration and testing of system hardware.

Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the installation room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Provide, install, and maintain antivirus software workstation(s).
- Enable outgoing network connection (external firewall) to Motorola's Cloud Evidence Management System by utilizing the Customer's Internet connection.
- Confirm access to Motorola's Cloud Evidence Management System cloud on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory

SVX Configuration as a Remote Speaker Microphone (if applicable)

The Smart Dock(s) will be utilized to manage firmware updates on each SVX. In order for this process to be successfully completed, each Smart Dock must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

Motorola Responsibilities

- Configure Smart Dock(s) for connectivity to Motorola's Cloud Evidence Management System.

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- Verifying the SVX Smart Dock(s) are connected to Motorola's Cloud Evidence Management System through the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Smart Dock(s), and the Customer's network is operational.
- Verify all slots in each Smart Dock are functional.
- Provide documentation on how to pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure Near-Field Communications (NFC).

Customer Responsibilities

- Select physical location(s) for Smart Dock(s).
- Provide network information (IP address, gateway, DNS, and subnet mask) to Motorola for each Smart Dock(s).
- Enable Bluetooth, Bluetooth Tones, and Secure NFC Touch Pairing on Motorola APX NEXT and/or APX N70 radio(s).
- Motorola recommends "Power Down Standby Mode (hrs) = 1" to allow the SVX Bluetooth connection to quickly reconnect after power up within the 1-hour timeframe.
- Pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure NFC.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

SVX Configuration as a Body Camera (if applicable)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Smart Dock(s) will be utilized to configure each SVX as a body camera.

Motorola Responsibilities

- Configure SVX(s) within Motorola's Cloud Evidence Management System.
- Check out SVX(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased SVX(s).
- Provide a demonstration of client software.

Customer Responsibilities

- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.
- The Customer will verify whether the Smart Docks(s) are connected to their network.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for the remainder of purchased SVX(s).

V700 Body Camera Configuration (if applicable)

The Transfer Station(s) will be utilized to configure each V700 body camera according to the Business Process Review. In order for this process to be successfully completed, each Transfer Station must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.

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- Configure body camera(s) within the digital evidence management system.
- Check out body camera(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased V700(s).
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

The Customer vehicles must be available for the FE to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed.

If the Customer requires the FE to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. The following table shows the number of ICVs an FE is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15

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Number of ICV Purchased	Number of ICV to Test
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- The FE will verify whether the AP(s) are properly installed and connected to the network for in-car video system WiFi upload (if applicable).
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

Motorola-Certified Installer Responsibilities (if applicable)

These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

- Complete the installation of ICV hardware in Customer provided vehicles.
- Complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- Install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Installation of Access Point(s) (APs) if provided by Motorola for in-car video system WiFi upload (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).

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Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles.

M500 Automatic License Plate Recognition (ALPR) Configuration (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an M500 in-car video system interfaces with the VehicleManager database.

Motorola Responsibilities

- Create a Customer account in the VehicleManager system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the VehicleManager Quickstart Guide.
- Provide Mobile ALPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

Interview Recording System Configuration (if applicable)

When installation services are included as part of the contract, the Motorola-certified installer will complete the installation of the Interview Recording System(s) within the Customer-provided location(s).

The Customer location(s) must be available for the Motorola Resource and/or contracted third party to complete the configuration and testing of the contractual number of systems. If the Customer does not have all locations available during the agreed upon date and time, the Customer may opt to sign-off on the number of configurations completed. If the Customer requires the Motorola Resource and/or contracted third party to complete the full contractual number of systems at a later date and time, additional cost may be incurred.

Motorola Responsibilities

- Create configuration USB used to complete hardware configuration and validation.
- Conduct configuration and testing of system(s).
- Complete configuration on a single system, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining configurations.
- Complete remaining contracted system configurations.

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- Test a subset of completed hardware configurations.
- When installation services for Motorola-certified installer are in the contract, complete the installation of the Interview Recording System (if applicable).

Customer Responsibilities

- When installation services are being provided by the Customer, complete the installation of the Interview Recording System (if applicable).
- Provide Motorola with remote connection and access credentials to complete hardware configuration.
- Notify Motorola of the installation location.
- Coordinate and schedule date and time for hardware configuration(s).
- Make hardware available to Motorola for configuration and testing in accordance with the Project Schedule.

Motorola Deliverables

- Complete the Deployment Checklist and testing as it applies to the proposed solution.

SOFTWARE AND CONFIGURATION

CommandCentral DEMS (if applicable)

CommandCentral DEMS software is a cloud solution that does not require an onsite server. Section 3.2 does not apply to existing Motorola customers using VideoManager EL Cloud.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure CommandCentral DEMS software.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral DEMS.
- Ensure training POC can access the system.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral DEMS provisioning.
- Respond to Motorola's inquiries regarding users, groups, and agency mapping to CommandCentral DEMS.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.
- Verify traffic can be routed through Customer's firewall and reaches end-user workstations.

DATA MIGRATION SERVICES (IF APPLICABLE*)

The Customer is responsible for partitioning data to be converted from Motorola on-premises digital evidence management system, or Customer's Non-Motorola Digital Evidence Management System to Motorola's cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola

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validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete. *Data Migration Services may be subject to additional fees.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide 24/7 remote access to partitioned data to be migrated.
- Customer hardware or virtualization environment will be the sole responsibility of the Customer to troubleshoot and resolve issues.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

Motorola On-Premises Evidence Management System (if applicable)

Motorola supports data migration of digital assets and associated metadata from our on-premises evidence management systems, Evidence Library 4 and VideoManager EL On-Prem (formally known as Evidence Library 5), to Motorola's cloud solution.

Motorola Responsibilities

- Verify compatible platform(s) and upgrade if applicable

Customer Responsibilities

- Provide internet connectivity from on-premises server to destination resources

Non-Motorola Evidence Management System (if applicable)

Motorola will perform data migration of digital assets and associated metadata from the Customer's Non-Motorola Evidence Management system to the new Motorola Cloud Evidence Management System.

Motorola Responsibilities

- Facilitate the method of obtaining and consuming the data
- Review data in the Motorola systems with the customer

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the Non-Motorola digital evidence management system.
- Provide internet connectivity from on-premises server to destination resources, if applicable.
- Provide API connection to the source, if applicable
- Provide data and metadata information in a readable and consumable format
- Assist with mapping metadata information into Motorola system

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INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's Cloud Evidence Management System and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the third-party system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide hardware to run any required interface components for on-prem interfaces when required.
- Provide sample data and information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or non-functional interface. Providing Motorola with this information early in the deployment process, will potentially allow us to mitigate these issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

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SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

ON-SITE TRAINING

Instructor-led courses are based on products purchased and the Customer's Education Plan. On-site instructor-led classes will utilize the Customer's hardware and software in order to provide the best training environment. This will allow the Customer to engage in an environment that has been configured and deployed in alignment with this SOW.

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Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the assigned Motorola Resource demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions:

- Motorola's Cloud Evidence Management System must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- If Microsoft Entra ID is not utilized by the Customer, Motorola will provide a free version of Entra ID for user authentication to the application.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for SVX when used as a body camera:
- 5 Mbps + 3 Mbps per additional device.
- This assumes it will take 8 hours to upload 5 GB of video on a device.
- 40-50 Mbps per concurrent uploading device.
- This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying their own Access Point for ICV Wi-Fi upload, it must be 5 GHz 802.11n compatible.

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STATEMENT OF WORK - ESSENTIAL SERVICE FOR M500

(NORTH AMERICA DIRECT CUSTOMERS)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Customer Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage for the M500, as selected and purchased by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Hardware Repair for manufacturing defects

Every M500 is covered by one (1) year of standard product warranty. Motorola Solutions offers three (3) and five (5) years of Essential Service options for the M500, with optional service upgrades to extend and/or provide additional coverage for the system described in Section 7 of this SOW.

ESSENTIAL SERVICE

Remote Technical Support

Remote Technical Support is provided for system issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' Technical Support Operations (TSO) center is staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' TSO is regularly monitored against industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

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Software Maintenance

Software maintenance is important for ensuring system performance and operation. Essential Service provides the Customer with access to the latest available M500 operating system (OS) software, system firmware, and application software. System software releases maintain the system software performance such that the System operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the M500 is made possible through the use of the CommandCentral DEMS, VideoManager EL or VideoManager EX solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service. Only Customers with three (3) year service term durations are eligible for a two (2) year renewal for a total of (5) years of services.

System Hardware Repair

The Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the M500. System Hardware Repair provides the Customer with repair services for internal and external system components that are damaged as a result of manufacturing defects and operational defects. With this Service, the system is repaired to ensure compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original system via:

- Repairs, adjustments and restorations, if appropriate, of any system that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- System updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

At the discretion of Motorola Solutions, if the system component is considered “un-repairable”, for technical or economic reasons, Motorola will replace the component with a refurbished or new component.

Standard Product Warranty

The Customer is automatically entitled to one (1) year of technical support and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty. Exclusions apply, per the Agreement.

Scope of Products or Services Included

Essential Service, and optional Service upgrades, are currently available for all M500 Systems. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your system.

MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability

Motorola Solutions will provide access to the latest M500 software and firmware releases via the CommandCentral DEMS, VideoManager EL or VideoManager EX solution. For customers using the

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CommandCentral DEMS or VideoManager EL / EX Cloud, software and firmware upgrades will occur automatically when the M500 connects to the agency's CommandCentral DEMS or VideoManager EL / EX Cloud instance.

Software Release Notes

Motorola Solutions may, from time to time, provide release notes for the M500 software release. Information regarding training material will be posted on the VideoManager EX Software Downloads site at https://www.motorolasolutions.com/en_us/video-security-access-control/videomanager-ex/downloads.html.

Hardware Repair

Motorola Solutions will provide repair or replacement of a system component, at its option, with a ten (10) business day in-house turnaround time, provided the component is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or components are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a refurbished or new replacement component. All replaced parts, boards or system components will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Shipping

For system components repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty component to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective component. Eligibility for two-way shipping will be confirmed during the repair submission process.

CUSTOMER RESPONSIBILITIES

Serial Numbers

If system orders are submitted via Motorola Solutions' Customer Hub or CPQ ordering systems, the hardware serial number(s) for three (3) and five (5) year Essential Service and three (3) and five (5) year Essential Service with Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Advanced Replacement is purchased within 90 days of system shipment, the Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement.

Initiating Repair

When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty M500 System component. The Customer can submit a repair, and request an RMA, via the Customer Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Customer Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the component when shipped to the Authorized Motorola Repair Center.

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- Only the faulty M500 component should be returned for repair. No other components of the system, which are properly functioning, should be returned.

Motorola Solutions is not responsible for any other components or accessories that are shipped with the component for repair.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 30 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

System Software Releases

The Customer will be responsible for updating each eligible M500 System with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

WiFi Connectivity

The Customer is responsible for providing all WiFi connectivity to the system.

Removing Customer Data

The Customer is responsible for removing, from the system, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the system component to a Motorola Solutions Repair Center for repair. Motorola is not responsible for any data loss associated with any System or Equipment sent to a Motorola Solutions Repair Center.

Motorola Solutions may provide a Video Evidence Recovery Service for the M500. Video Evidence Recovery is a best effort service that is dependent on the condition of the system. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service. Notwithstanding the foregoing, Motorola is not responsible for any data loss associated with any System or Equipment sent to a Motorola Solutions Repair Center.

ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

- Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:
  - Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
  - Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the system.
  - Repair of problems caused by using the system outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
  - Repair of problems caused by unauthorized alterations or attempted repair.
  - Deinstallation and reinstallation of any faulty equipment from its operational location. Such services may be quoted by Motorola Solutions at an additional cost.
  - Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
  - Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.

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- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal system operating specifications.
- Cosmetic imperfections that do not affect the functionality of the system.
- Removal of serial numbers.

- Where a M500 System is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.
- Software support for unauthorized modifications, or other misuse of the system software, is not covered under this Agreement.
- Access to the software and firmware releases for updating the system under this SOW is available only for the system named in the Agreement. Software updates to any additional systems are expressly excluded and prohibited.
- Any implementation tools not required to support the system software and firmware updates are excluded from coverage.

MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY SYSTEM COMPONENT:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

OPTIONAL ADD-ONS: ESSENTIAL SERVICE WITH ADVANCED REPLACEMENT

Advanced Replacement

Under Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged system component. Motorola Solutions will ship a refurbished or new replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 30 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

- Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

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- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.
- Removal of serial numbers.

- Where ongoing repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

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16b.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10-20-26			SUBMITTED BY: Lt. Hoffman		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Police Cruiser Purchase

SYNOPSIS/BACKGROUND:

The Police Department is requesting the purchase of six 2027 Ford Explorer Police Interceptor patrol cars and one 2027 Ford F-150 4wd Crew Cab Police pickup truck to replace aging units. The state bid contract price is $45,252.00 for the Explorers and $49,197 for the F-150.

FISCAL IMPACT:: $320,709.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

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: 6410 ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the purchase of six Ford Explorer patrol cars and one Ford F-150 patrol pickup truck from Anderson Ford in an amount not to exceed $320,709.00.

ATTACHMENTS:

1. Anderson Ford Proposal
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ANDERSON
EXPERIENCE BETTER

September 10th, 2026

Lieutenant Matt Hoffman
Bellevue Police Department

Nebraska State Contract
- 2027 Ford F150 Police Responder 4x4: $47,387
- 3.5L EcoBoost
- Keyed alike to the same as utility vehicles: $75
- Reverse Sensing system: $395
- Courtesy lamps disable: $150
- Driver Side LED Spotlight: $495
- Black Exterior
- Spray-in bedliner: $695
- Total Price: $49,197

- 2026/27 Ford Police Utility Vehicle: $43,987
- 3.3L V6 Engine
- Driver Side Spotlight: $495
- Keyed Alike: $75
- Red/white cargo dome lamp: $150
- Courtesy Lamp Disable: $150
- Reverse Sensing System: $395
- Black Exterior
- Center Wheel Caps
- Police Engine Idle
- Total price: $45,252 x 6 vehicles=$271,512

Bobby Colclasure
Government Sales Director
402-617-4521
Bobby.colclasure@andersonautogroup.com

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

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

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

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

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

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

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

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

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

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

16c.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10-20-26			SUBMITTED BY: Lt. Hoffman		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Criminal Investigations Division Vehicle Replacement Purchase

SYNOPSIS/BACKGROUND:

The U.S. Marshals task force detective vehicle (#127, a 2017 Dodge Durango with 104,000+ miles) will be replaced with a 2027 Chevrolet Traverse for $38,502.77.

A CID detective vehicle (#116, a 2015 Nissan Altima with 78,000+ miles) – to be replaced with a 2027 Chevrolet Equinox for $29,289.00. Both are state bid contract prices.

FISCAL IMPACT:: $67,791.77 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the purchase of two Criminal Investigations Division vehicles from Husker Auto Group in an amount not to exceed $67,791.77.

ATTACHMENTS:

1. Husker Auto Group Quote
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT



Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE EQUINOX

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$31,000.00
Total Options	$0.00
Vehicle Subtotal	$31,000.00
Destination Charge	$1,995.00
Grand Total	**$32,995.00**

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Data Version: 29571. Data Updated: Sep 10, 2026 6:49:00 PM UTC.

Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE EQUINOX

Quote Worksheet

		MSRP
Base Price		$31,000.00
Dest Charge		$1,995.00
Total Options		$0.00
	Subtotal	**$32,995.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($3,706.00)
	Subtotal Discount	**($3,706.00)**
Trade-In		$0.00
Excluded from Sales Tax	**Subtotal Trade-In**	**$0.00**
	Taxable Price	**$29,289.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$29,289.00**

Comments:

Pending trade at time of delivery

Dealer Signature / Date

Customer Signature / Date

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Data Version: 29571. Data Updated: Sep 10, 2026 6:49:00 PM UTC.

Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE EQUINOX

Standard Equipment

Package	
	Convenience Package I includes (BTV) Remote Start, (DAE) illuminated visor vanity mirrors, (KA1) driver and front passenger heated seats, (KI3) heated steering wheel and (WLM) remote express-up/-down driver and express-down all passengers
	Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, (UEU) Forward Collision Alert and IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard Front Pedestrian and Bicyclist Braking.)
Mechanical	
	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)
	Transmission, 8-speed automatic (STD)
	Axle, 3.47 final drive ratio
	Fuel, gasoline, E15
	Automatic Stop/Start
	Drive Mode Selector
	All-wheel drive
	Suspension, front MacPherson strut
	Suspension, rear 4-link
	Battery, 70AH, 12V, 760 cold-cranking amps
	Alternator, 130 amps
	GVWR, 4850 lbs. (2200 kg)
	Brake, automatic vehicle hold
	Brakes Front diameter, 11.8" (300mm) disc with sliding caliper, Rear diameter, 11.3" (288mm) disc with sliding caliper
	Brake lining wear indicator
	Brake rotor, FNC
	Exhaust, turned down, hidden
	Mechanical jack with tools
Exterior	
	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD)
	Tires, 235/65R17, all-season blackwall (STD)

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Data Version: 29571. Data Updated: Sep 10, 2026 6:49:00 PM UTC.

Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE EQUINOX

Exterior	
	Wheel, compact spare 17" (43.2 cm) steel
	Tire, compact spare, T125/70R17, blackwall
	Shutters, front upper and lower grille, active
	Headlamps, LED
	IntelliBeam, automatic high beam on/off
	Tail lamps, LED
	Glass, deep-tinted, rear
	Window, rear side, solar absorbing, privacy tinting
	Mirror caps, body-color
	Mirrors, outside heated power-adjustable, manual-folding
	Liftgate, rear manual
	Door handles, body-color
Entertainment	
	Audio system feature, standard speaker system
	Infotainment, High
	SiriusXM with 360L Trial Subscription SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
	5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Wireless Apple CarPlay/Wireless Android Auto
	Google Automotive Services capable
	Noise control system, active noise cancellation
	USB Ports, 2 type-C located on back of center console, charge only
	USB Ports, 2, one type-A and one type-C data/charge, located in the front area of the center console
Interior	
	Seats, front bucket (STD)
	Seat trim, Cloth
	Seats, heated driver and front passenger

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Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE EQUINOX

Interior	
	Seat adjuster, driver 6-way manual
	Seat adjuster, front passenger 4-way manual
	Headrest, rear center
	Armrest, rear center, fold-down with 2 cupholders
	Floor mats, carpeted front (Deleted when (RIA/VAV) are ordered.)
	Floor mats, carpeted rear (Deleted when (RIA/VAV) are ordered.)
	Steering wheel, 3-spoke
	Steering wheel, heated, automatic
	Steering column, tilt and telescopic
	Speedometer, miles/kilometers
	Driver Information Center 11" diagonal Driver Information Center
	11.3" diagonal advanced color LCD display with Google Built-In compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones
	Vehicle health management
	Windows, remote express-up/-down driver and express-down all passengers
	Keyless Open and Start
	Remote Start
	Adaptive Cruise Control
	Remote panic alarm
	Air conditioning, single-zone
	Defogger, rear-window electric
	Air filter, pollutant
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors, covered
	Map pocket, driver seatback
	Map pocket, front passenger seatback
	Carpeted load floor
	Power outlet, cargo area auxiliary, 12-volt

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Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Quote: CITY OF BELLEVUE EQUINOX

Safety-Mechanical	
	Enhanced Automatic Emergency Braking
	Intersection Automatic Emergency Braking intersection alert, braking
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Airbag, Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive with confidence and convenience using core OnStar services, featuring built-in voice assistance, real-time navigation, and access to audio streaming apps. With your vehicle mobile app, you can seamlessly manage your vehicle by sending commands and enjoy peace of mind knowing Automatic Crash Response can connect you to help if you're in need. (Requires (UE1) OnStar. OnStar Basics is standard for 8 years; working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. Subject to user terms. See onstar.com for details and limitations. Removed with a ship-to of Guam, Puerto Rico or the Virgin Islands.)
	Rear Park Assist
	HD Rear Vision Camera
	Forward Collision Alert
	Following Distance Indicator
	Front Pedestrian and Bicyclist Braking
	Rear Cross Traffic Braking
	Reverse Automatic Braking
	Blind Zone Steering Assist
	Lane Keep Assist with Lane Departure Warning, enhanced
	Side Bicyclist Alert
	Occupant Presence Detection, front and rear
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
	Safety Alert Seat

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Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE EQUINOX

Safety-Interior

Seat Belt Adjustable Guide Loops

Rear Seat Reminder

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

WARRANTY

Warranty Note: <<< Preliminary 2027 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE EQUINOX

Window Sticker

SUMMARY

[Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT — MSRP:$31,000.00

Interior:Black, Cloth seat trim

Exterior 1:Sterling Gray Metallic

Exterior 2:No color has been selected.

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT

Transmission, 8-speed automatic

OPTIONS

CODE	MODEL	MSRP
1PT26	[Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT	$31,000.00
	OPTIONS	
2LT	LT Preferred Equipment Group	$0.00
AR9	Seats, front bucket	$0.00
EKV	Black, Cloth seat trim	$0.00
FE9	Emissions, Federal requirements	$0.00
FHB	Axle, 3.47 final drive ratio	$0.00
GXD	Sterling Gray Metallic	$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	$0.00
MGH	Transmission, 8-speed automatic	$0.00
RJS	Tires, 235/65R17, all-season blackwall	$0.00
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum	$0.00
	SUBTOTAL	**$31,000.00**
	Adjustments Total	$0.00
	Destination Charge	$1,995.00
	TOTAL PRICE	**$32,995.00**

FUEL ECONOMY

Est City:25 MPG

Est Highway:29 MPG

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Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE EQUINOX

Est Highway Cruising Range:452.40 mi

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BELLEVUE POLICE DEPARTMENT

Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT



Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$42,800.00
Total Options	$0.00
Vehicle Subtotal	$42,800.00
Destination Charge	$1,995.00
Grand Total	**$44,795.00**

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Data Version: 29571. Data Updated: Sep 10, 2026 6:49:00 PM UTC.

Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (Complete)

Quote: CITY OF BELLEVUE

Quote Worksheet

		MSRP
Base Price		$42,800.00
Dest Charge		$1,995.00
Total Options		$0.00
	Subtotal	**$44,795.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($6,292.23)
	Subtotal Discount	**($6,292.23)**
Trade-In		$0.00
Excluded from Sales Tax	**Subtotal Trade-In**	**$0.00**
	Taxable Price	**$38,502.77**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$38,502.77**

Comments:

Pending trade at time of delivery

Dealer Signature / Date

Customer Signature / Date

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Data Version: 29571. Data Updated: Sep 10, 2026 6:49:00 PM UTC.

Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE

Standard Equipment

Package	
	Convenience Package includes (BTV) Remote Start, (KA1) heated driver and front passenger seats and (KI3) heated steering wheel
	Chevy Safety Assist includes (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
	Safety Package 1 includes (UGN) Enhanced Automatic Emergency Braking, (KSG) Adaptive Cruise Control , (CTB) Intersection Automatic Emergency Braking, (UOW) Side bicyclist Alert, (UKM) Lane keep assist with Lane Departure Warning, enhanced and (UVZ) Reverse Automatic Braking
	Trailering Package includes Hitch with hitch cover, (PZ8) Hitch View, (CTT) Hitch Guidance, (V08) heavy-duty cooling system and (KW5) 220 amp alternator
Mechanical	
	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) (328 hp [244 kW] @ 5500 rpm, 326 lb-ft of torque [442 N-m] @ 3500 rpm) (STD)
	Transmission, 8-speed automatic (STD)
	Engine control, stop-start system
	Engine control, stop-start system override
	Electronic Precision Shift, electronic transmission range selector
	Cooling system, heavy-duty
	Alternator, 220 amps
	GVWR, 6400 lbs. (2903 kg)
	All-wheel drive
	Hitch Guidance
	Hitch View
	Suspension, Ride and Handling
	Brake lining wear indicator
	Brakes, 4-wheel antilock, 4-wheel disc
Exterior	
	Wheels, 18" (45.7 cm) Grazen Metallic machined-face aluminum (STD)
	Tires, 255/65R18 all-season blackwall (STD)
	Wheel, spare, 18" (45.7 cm) steel
	Tire, compact spare, T135/70R18, blackwall
	Roof rails, Black

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Data Version: 29571. Data Updated: Sep 10, 2026 6:49:00 PM UTC.

Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE

Exterior	
	Moldings, molded color bodyside
	Moldings, rocker, narrow, molded color
	Wheel moldings, mold-in-color Black
	Door handles, body-color
	Headlamps, LED, automatic on/off
	IntelliBeam, auto high beam
	Glass, deep-tinted
	Glass, rear, deep tint
	Mirrors, outside heated, power-adjustable, manual-folding Black, with integrated turn signal indicators
	Rear Camera Washer
	AutoSense Power Liftgate, programmable, hands free
Entertainment	
	Audio system, 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay and Wireless Android Auto for compatible phones
	Audio system feature, 6-speaker system
	SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Active Noise Cancellation, driveline
Interior	
	Seats, front bucket (STD)
	Seating, 7-passenger (2-2-3 seating configuration) (STD)
	Seat trim, premium cloth
	Seat adjuster, driver 8-way power
	Seat adjuster, front passenger 4-way manual
	Seats, heated driver and front passenger
	Headrest, 3rd row center

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Data Version: 29571. Data Updated: Sep 10, 2026 6:49:00 PM UTC.

Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE

Interior	
	Floor mats, front, carpeted (Deleted when LPO floor mats or floor liners are ordered.)
	Floor mats, rear, carpeted (Deleted when LPO floor mats or floor liners are ordered.)
	Steering column, manual tilt and telescopic
	Steering wheel, wrapped, round bottom
	Steering wheel, heated
	Driver Information Center, 11" diagonal display
	Vehicle health management provides advanced warning of vehicle issues
	Windows, remote express-up/-down driver and express-down all passengers
	Keyless Open, all doors includes extended range Remote Keyless Entry with lock/unlock feature
	Remote Start
	Adaptive Cruise Control
	Wireless Phone Charging
	USB ports, 2, one type A and one type-C data/charge, located in the front area of the center console
	USB ports, 2 type-C, charge-only located on the rear of the center console
	USB ports, 2 type-C, charge-only one on each outboard location
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Sensor, cabin humidity and windshield temperature
	Mirror, inside rearview manual day/night
	Heater, electric, heater defroster system, reinforced
Safety-Mechanical	
	Enhanced Automatic Emergency Braking
	Front Pedestrian and Bicyclist Braking
	Intersection Automatic Emergency Braking
	Rear Cross Traffic Braking
	Reverse Automatic Braking
Safety-Exterior	
	Mechanical jack with tools

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Data Version: 29571. Data Updated: Sep 10, 2026 6:49:00 PM UTC.

Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE

Safety-Interior

	Airbags, driver and front passenger frontal, seat-mounted side-impact first row outboard, seat-mounted side-impact inboard driver, and roof rail-mounted for all outboard seating positions and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive with confidence and convenience using core OnStar services, featuring built-in voice assistance, real-time navigation, and access to audio streaming apps. With your vehicle mobile app, you can seamlessly manage your vehicle by sending commands and enjoy peace of mind knowing Automatic Crash Response can connect you to help if you're in need. (Requires (UE1) OnStar. OnStar Basics is standard for 8 years; working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. Subject to user terms. See onstar.com for details and limitations. Removed with a ship-to of Guam, Puerto Rico or the Virgin Islands.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Rear Park Assist
	HD Rear Vision Camera
	Blind Zone Steering Assist
	Lane Keep Assist with Lane Departure Warning, enhanced
	Following Distance Indicator
	Forward Collision Alert
	Side Bicyclist Alert
	LED Reflective Windshield Collision Alert
	Seat belt restraint pretensioner, rear
	Seat belt, 3-point, front passenger with pretensioner and load limiter
	Seat belt, 3-point, driver with pretensioner and load limiter
	Seat belts, all rows 3-point with pretensioners, driver and front passenger height-adjustable
	Seat belt indicator, second row
	Seat belt indicator, third row
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraints seats
	Display, automatic occupant sensing

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Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE

Safety-Interior

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Safety Alert Seat

Tire Pressure Monitor System, auto learn

WARRANTY

Warranty Note: <<< Preliminary 2027 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Towing: 8 Years/100,000 Miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE

Window Sticker

SUMMARY

[Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT — MSRP:$42,800.00

Interior:LT Jet Black, Premium cloth seat trim

Exterior 1:Sterling Gray Metallic

Exterior 2:No color has been selected.

Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT)

Transmission, 8-speed automatic

OPTIONS

CODE	MODEL	MSRP
1LB56	[Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT	$42,800.00
	OPTIONS	
2LT	LT Preferred Equipment Group	$0.00
ABE	Seating, 7-passenger (2-2-3 seating configuration)	$0.00
AR9	Seats, front bucket	$0.00
FE9	Emissions, Federal requirements	$0.00
GXD	Sterling Gray Metallic	$0.00
HQB	LT Jet Black, Premium cloth seat trim	$0.00
LK0	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT)	$0.00
MF8	Transmission, 8-speed automatic	$0.00
QO5	Tires, 255/65R18 all-season blackwall	$0.00
SGE	Wheels, 18" (45.7 cm) Grazen Metallic machined-face aluminum	$0.00
	SUBTOTAL	**$42,800.00**
	Adjustments Total	$0.00
	Destination Charge	$1,995.00
	TOTAL PRICE	**$44,795.00**

FUEL ECONOMY

Est City:20 MPG

Est Highway:24 MPG

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Vehicle: [Fleet] 2027 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

Quote: CITY OF BELLEVUE

Est Highway Cruising Range:520.80 mi

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Data Version: 29571. Data Updated: Sep 10, 2026 6:49:00 PM UTC.

16d.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20, 2026			SUBMITTED BY: Assistant Chief Andy Jashinske		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Purchase of 12 Motorola portable police radios and accessories

SYNOPSIS/BACKGROUND:

The Police Department will replace 12 aging, unsupported portable police radios and accessories.

FISCAL IMPACT:: $99,951.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 6360 ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the purchase of twelve (12) portable police radios and accessories from Motorola Solutions in an amount not to exceed $99,951.00 with Motorola Solutions.

ATTACHMENTS:

1. Quote for radios and accessories
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

MOTOROLA SOLUTIONS

QUOTE-3854830







BELLEVUE POLICE DEPT, CITY OF

10/09/2026

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MOTOROLA SOLUTIONS

QUOTE-3854830

10/09/2026

BELLEVUE POLICE DEPT, CITY OF
1500 WALL ST
BELLEVUE, NE 68005

Dear Steven Wisnieski,

Motorola Solutions is pleased to present BELLEVUE POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BELLEVUE POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Bob Stephany at bobs@firstwirelessinc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bob Stephany

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-3854830

Billing Address:
BELLEVUE POLICE DEPT, CITY OF
1500 WALL ST
BELLEVUE, NE 68005
US

Quote Date:10/09/2026
Expiration Date:12/11/2026
Quote Created By:
Bob Stephany
bobs@firstwirelessinc.com

End Customer:
BELLEVUE POLICE DEPT, CITY OF

Contract: 32517 - NEBRASKA ADMIN SERVICES CONTRACT #111563 O4

Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	12		$10,439.42	$7,307.59	$87,691.08
1a	H499KC	ENH: SUBMERSIBLE (DELTA T)	12				
1b	BD00001AA	ADD: CORE BUNDLE	12				
1c	BD00010AB	ADD: SECURITY BUNDLE	12				
1d	Q387CB	ADD: MULTICAST VOTING SCAN	12				
1e	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	12				
1f	QA03399AK	ADD: ENHANCED DATA	12				
1g	QA08853AA	ADD: CPS ENABLEMENT	12				
1h	QA09001AM	ADD: WIFI CAPABILITY	12				
1i	QA09028AA	ADD: VIQI VC RADIO OPERATION	12				
1j	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	12				
1k	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	12				
1l	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	12				

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1m	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	12				
1n	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	12				
1o	QA07680AA	ADD: MULTI SYSTEM OTAR	12				
1p	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	12				
1q	H38DA	ADD: SMARTZONE OPERATION	12				
1r	Q361CD	ADD: P25 9600 BAUD TRUNKING	12				
1s	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	12				
1t	QA00580BA	ADD: TDMA OPERATION	12				
1u	BD00040AD	ADD: PROVISIONING NON-FEDERAL BUNDLE	12				
1v	QA01771AB	SOFTWARE LICENSE ENH: ENHANCEMENT LEVEL 2	12				
1w	QA09772AA	ENH: MULTI-CODE PLUG PROGRAMMING	12				
1x	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	12				
2	LSV01S03060A	APX N70 DMS ESSENTIAL	12	3 YEARS	$216.36	$216.36	$2,596.32
3	PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T	12		$225.50	$157.85	$1,894.20
4	PMMN4141A	PORTABLE RSM XVP750, IP68, WITH KNOB	12		$543.13	$380.19	$4,562.28
5	PMPN4604B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	12		$221.65	$155.16	$1,861.92
	APX™ Radio Management	RADIO MANAGEMENT					
6	T7913A	SOFTWARE LICENSE RADIO MANAGEMENT OFFLINE	1		$1,416.00	$1,345.20	$1,345.20
6a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	12				

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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	HKVN4289A	SOFTWARE, APX CPS - CURRENT VERSION	1		$0.00	$0.00	$0.00

Grand Total **$99,951.00(USD)**

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

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Line #	Item Number	Parametric Data
1g	QA08853AA	TEMAILAR = steven.wisnieski@bellevue.net,SYSTEMID = 0144
1p	QA01648AA	ASKHOMID = 0144
1x	QA09016AA	ENDUSERT = POLICE PROTECTION
6	T7913A	EMAILADR = jtracy@sarpy.gov,MACADD4 = 00-50-56-8B-82-A4
7	HKVN4289A	EMAILADR = jtracy@sarpy.gov

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APX N70 Portable Radio Solution Description

Overiview

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with "pick-up-and-go" functionality, optimizing ease-of-use and focused communications in almost all environments.



Durable and Easy To Use

The APX N70 enhances operations with a full color transflective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure–it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software ("CPS"), Radio Management ("RM"), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port

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connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.

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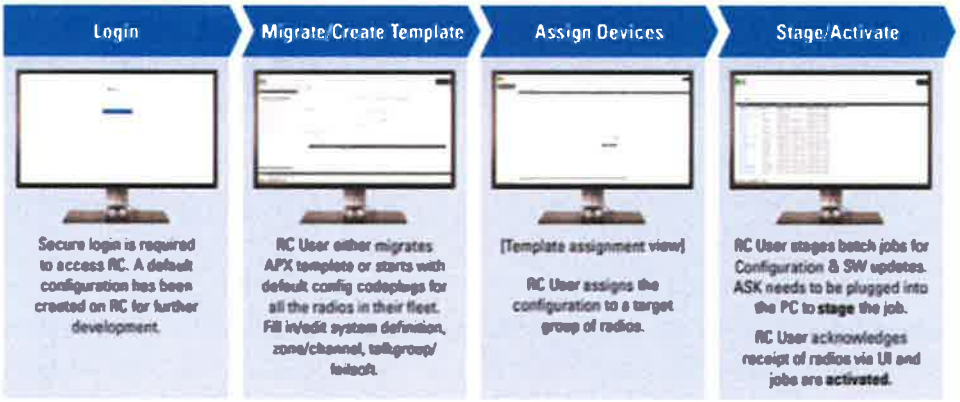


Figure 1: APX N70 Provisioning via Radio Central

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APX N-Series Device Management Services - Essential Statement Of Work

Overview

Device Management Servces ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HardwareRepair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents thetime a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
  - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

Limitations And Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DeviceTechnicalSupport

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 – #: 36-1115800

- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 – #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

16e.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20, 2026			SUBMITTED BY: Police Chief		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Drug Recognition Expert (DRE) State Training Coordinator Contract

SYNOPSIS/BACKGROUND:

The attached contract is between the Nebraska DOT Highway Safety Office and the Bellevue Police Department to provide compensation reimbursement for hours billed for Lt. Joe Milos to act as the DRE State Training Coordinator. This is an annual renewal of a previously signed contract.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: N/A INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: Compensation reimbursement for hours billed for Lt. Joe Milos to act as the DRE State Training Coordinator.

CONTRACT EFFECTIVE DATE: 10/01/26 CONTRACT TERM: 1 year CONTRACT END DATE: 09/30/27

PROJECT NAME: N/A

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: N/A

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 contract with NDOT Highway Safety Office.

ATTACHMENTS:

1. NDOT Contract	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

DRE State Training Coordinator

This Contract is between the Nebraska Department of Transportation Highway Safety Office (HSO) and the City of Bellevue, Bellevue Police Department and Lieutenant Joseph Milos. Collectively referred to as "the parties."

The purpose of this Contract is to compensate reimbursement to the City of Bellevue in return for overtime wages paid to Lieutenant Milos for duties of DRE State Training Coordinator. Lt. Milos will be the DRE and SFST State Training Coordinator for the period from October 1, 2026, to September 30, 2027, and reimbursement for his overtime wages and expenses paid by the City of Bellevue will be reimbursed as follows:

1. Lt. Milos' hourly wages are $66.55 hourly, which wages are being paid by the Bellevue Police Department. This contract will pay up to 20 hours per month to carry out the below listed duties at $99.82 an hour. During this contract period, wages may change due to updates in bargaining contracts at the city of Bellevue. Lt. Milos will continue to be paid up to 20 hours per month at the current overtime wage at the time the work is accomplished. Lt. Milos shall provide documentation of his hours worked as DRE State Training Coordinator to the HSO and the City of Bellevue shall be reimbursed for said fees within thirty (30) days of receipt of said documentation.
2. This Contract will also cover any travel expenses (mileage) associated with audits of SFST or A.R.I.D.E. classes and any additional expenses required and documented to carry out the duties outlined below.

The following are duties of the DRE State Training Coordinator:

- Certify New DRE Candidates
- Review all DRE Candidates Progress Logs
- Maintain DRE mailing and email listing
- Provide all new DREs with information regarding the DRE Tracking System
- Maintain and Assist Current DREs with DRE Tracking System
- Review all completed recertification documents to ensure the International Standards and Nebraska Enhanced Standards have been met
- Prepare and select DRE Instructors to assist expired DREs through the reinstatement process
- Provide pertinent drug trend articles to all Nebraska DREs as necessary
- Provide all curriculum changes and protocols to Nebraska DREs
- SFST State Coordinator Duties
- Distribute new curriculum and curriculum updates to all Nebraska SFST Instructors and all Training Academies.
- Attend Annual State Coordinators Meeting at the IACP/IDTS Conference
- Attend Regional State Coordinators Meeting
- Other DRE and SFST Training duties as assigned
- Prepare and coordinate annual DRE and DRE Instructor Class Training
- Report any DRE or SFST training or process issues to the Nebraska DRE Coordinator.
- Contribute all annual DRE and SFST data at the end of each calendar year to the Nebraska DRE Coordinator.

Term of Contract: This contract period is for twelve (12) months and shall begin October 1, 2026, and expire September 30th, 2027. Either party may terminate the Contract with thirty (30) days written notice to the other party.

Governing Law: This Contract shall be interpreted according to the law of the State of Nebraska, and any conflict arising under the Contract will be heard by a Nebraska court of competent jurisdiction.

Entire Agreement: This Contract constitutes the entire agreement between the parties as to the subject matter hereof and replaces all prior written and oral statements and understandings.

Signed in agreement on the day below:

By: _____ 10-1-2026
Ryley Egger, Administrator, NDOT-HSO Date

CITY OF BELLEVUE, NEBRASKA

By: _____
Rusty Hike, Bellevue Mayor Date

By: _____ 10/01/26
Kenneth Clary, Bellevue Police Chief Date

By: _____ 10-1-2026
Lieutenant Joseph W. Milos Date

16f.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10-20-2026			SUBMITTED BY: J. Bockman		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Code Enforcement Pickup Truck Purchase

SYNOPSIS/BACKGROUND:

The Code Enforcement Unit is requesting the purchase of one 2027 F150 Pickup Truck to replace our 2021 Chevy Colorado with severe oil consumption issues. The State bid contract price is $47,387 minus $15.000 Trade-In value, leaving a difference of $34,197.00.

FISCAL IMPACT:: $34,197 BUDGETED FUNDS?: YES 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:

Recommend the approval of the purchase of one 2027 Ford F150 Pickup Truck.

ATTACHMENTS:

1. Anderson Ford Proposal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

BELLEVUE CODE ENFORCEMENT

MEMORANDUM

TO: Chief Clary

FROM: Joey Bockman

SUBJECT: The purchase of a 2027 F150 Pickup Truck for the Code Unit.

DATE: October 6, 2026

Chief,

Code Enforcement is requesting the purchase of a 2027 F150 Pickup for the Code Unit. This vehicle will be replacing a 2021 Chevy Colorado Pickup that is experiencing severe oil consumption issues, using 2 quarts every one thousand miles. The Chevy Colorado was valued as a trade-in for $15,000 towards the purchase of the new Code Pickup Truck.

Signature Joey Bockman Date Oct 6, 2026

Code Supervisor Joey Bockman

ANDERSON
EXPERIENCE BETTER

October 6th, 2026

Lieutenant Matt Hoffman
Bellevue Police Department
1510 Wall Street, Bellevue NE 68005
402-682-6642

Nebraska State Contract
- 2027 Ford F150 Police Responder 4x4: $47,387
- 3.5L EcoBoost
- Keyed alike to the same as utility vehicles: $75
- Reverse Sensing system: $395
- Courtesy lamps disable: $150
- Driver Side LED Spotlight: $495
- Black Exterior
- Spray-in bedliner: $695
- Trade: 2021 Chevy Colorado: (-$15,000)

Total Price: $34,197
ETA: 90 days from order

Bobby Colclasure
Government Sales Director
402-617-4521
Bobby.colclasure@andersonautogroup.com

16g.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/20/2026			SUBMITTED BY: Finance, CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve and execute the CDBG Funding Approval and Agreement for FY-26 funding in the amount of $307,019.00

SYNOPSIS/BACKGROUND:

The City of Bellevue approved and submitted the 2026 Action Plan outlining CDBG funded projects in July 2026. Following a review, HUD has approved the plan and activities, and provided a funding agreement for the City's approval. To receive the funding, the City must execute and return the funding agreement to HUD. Once the agreement is executed and the environmental review is complete, the 2026 funds will be released to the City for expenditure.

FISCAL IMPACT:: $307,019.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Funding Agreement, B-26-MC-31-0003

CONTRACT EFFECTIVE DATE: 10/01/2025 CONTRACT TERM: 7 years CONTRACT END DATE: 9/1/2033

PROJECT NAME: *Once approved by City Council and HUD, activities will be named and coded.

START DATE: 10/01/2026 END DATE: 09/01/2034 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 execute the HUD FY-26 CDBG funding agreement.

ATTACHMENTS:

1. HUD Letter - 2026 Approval
2. Federal Award Agreement/14.218
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
Omaha Field Office
1616 Capitol Avenue
Suite 329
Omaha, NE 68102

September 15, 2026

Mayor Rusty Hike
City of Bellevue
210 West Mission Avenue
Bellevue, NE 68005-5237

SUBJECT: Fiscal Year 2026 Grant Agreement Transmittal

Dear Mayor Hike:

The Omaha Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities through the Department of Housing and Urban Development (HUD) programs.

Except as where otherwise noted, one Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	$307,019.00
Total FY 2026 Award	**$307,019.00**

Federal Award Agreement

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan or Annual Action Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

Please carefully note the addenda that are part of each agreement.

HUD recognizes that some federal courts have issued injunctions or orders which impact certain CPD Federal Award/Grant Agreements, to include an order vacating certain grant conditions issued by the U.S. District Court of Rhode Island in *Rhode Island Coalition Against Domestic Violence, et al. v. Kennedy, et al.*, 1:25-cv-00342 (D.R.I.) which impacts CPD Federal Award Agreements and grantees. To preserve all legal rights and defenses, the enclosed agreement contains the same conditions at issue in those orders. For grantees who are plaintiffs covered by those orders or for non-plaintiff grantees who are otherwise covered by those orders, be advised that HUD will comply with all applicable injunctions and orders and will not implement or enforce the challenged or vacated conditions consistent with those orders while

those orders are in effect. This will include HUD disregarding any required "certifications" or "compliance" statements as covered by those orders. Accordingly, kindly return an executed copy of the Federal Award/Grant Agreement, as discussed below, and HUD will make grant funds at issue in your agreement available. Please be further advised that should the injunction or order that currently prohibits HUD from enforcing the challenged conditions as to your grant or award be stayed, dissolved, or reversed, the agreement, with the challenged conditions, will become effective.

Executing the Agreement

The authorized official **must** complete Addendum 3. Indirect Cost Rate Schedule for each agreement, even if no indirect costs will be charged under the grant. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Please note that the Office of Management and Budget (OMB) issued revised Guidance and the *de minimis* indirect cost rate increased from 10 percent to up to 15 percent of Modified Total Direct Costs.

After certifying Addendum 3, the authorized official must input their full name and title, and then execute the agreement, with a signature, and date. To ensure expeditious disbursement of grant funds, do not make any additional modifications or amendments to the grant agreement other than those specifically allowed by applicable injunctions or orders or with prior written approval from HUD. Please ensure the authorized official signs the agreement. Once signed, the Grant Package will be submitted to HUD for review and countersignature. No other additions other than those described here should be made to the grant agreement without prior written approval.

You must return the entire Federal Award Agreement, including all addenda, to this office via the Field Office General Email Inbox: CPD_GeneralCorr-R7@hud.gov. HUD will be signing the grant agreement second and will return to your office a copy of each signed agreement for you to maintain in your local program files.

HUD congratulates the City of Bellevue on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative or email our Office at: CPD_GeneralCorr-R7@hud.gov.

Sincerely,

Gregory Cecil

Gregory Cecil
CPD Director (Acting)
Office of Community Planning and Development

Enclosure(s)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

Formula Grant

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Bellevue 210 West Mission Avenue Bellevue, NE 68005-5237	12. Assistance listing number and title: 14.218, Community Development Block Grant Program for Entitlement Communities
2. Recipient's Unique Entity Identifier: MGFGXEFM3353	13. Amount of federal funds obligated by this action: $307,019.00
3. Tax identification number: 476006099	14. Total amount of federal funds obligated: $307,019.00
4. Federal Award Identification Number (FAIN): B26MC310003	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $307,019.00
6. Period of performance start and end date: 10/1/2025 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2025 - See Addendum 2	18. Fiscal year: 2026
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-75 Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and title:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties hereto hereby agree as follows:

Authority and Agreement. This U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Federal Award Agreement (Agreement) between the U.S. Department of Housing and Urban Development (HUD) and the grant recipient hereinabove named (Recipient), collectively (the parties hereto or the Parties), regarding the award of Federal funding hereinabove described (Federal

Award) is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This Agreement incorporates by reference program statute (box 19), the program regulations (box 22) (as now in effect and as may be amended from time to time), the Recipient's consolidated plan/action plan, any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This Agreement, including any attachments and addenda, may only be amended in writing executed by parties to this Agreement and any addenda.
2. *Compliance with Administrative Requirements.* The Recipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information. The Recipient is responsible for updating and maintaining current and accurate information in SAM.gov, including updating the UEI or Employer Identification Number (EIN), as necessary, if administration of the award is transferred to a different subcomponent, division, or location within the Recipient's organization that uses a different UEI or EIN. Recipients must require Subrecipients to comply with the requirements in this paragraph, as applicable. "Subrecipient" for purposes of this agreement has the same meaning as it is used in 2 CFR § 200.1 and means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency.
3. *Compliance with 2 C.F.R. part 200.* The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal Award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, with this Agreement using Addendum #3 "Indirect Cost Rate Schedule". The submitted form/addendum will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this Agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this Agreement.
7. *Recordkeeping and Access to Records*:
    a. *Generally:* The Recipient hereby agrees to maintain complete and accurate documentation for this Federal Award and related activities to include, without limitation, financial records, supporting documentation, statistical records, books of account, ledgers, financial and

project reports, records, statements, data, the originals of all agreements between the Recipient and any and all individuals or entities which receive funding pursuant to or arising out of this Agreement, whether directly from Recipient or from individuals or entities to whom Recipient has provided funding, any and all data on any individual or entity that receives money, in-kind assistance or services, or any benefit of any kind from or as a direct or indirect result of the Federal Award, including, without limitation, a Subrecipient or other entity that receives a subaward from a pass-through entity to carry out part of the Federal Award; contractor, vendor, consultant, any other entity performing activities funded in whole or in part under this Federal award; and any beneficiaries, participants, and other end-users of the funds, to the fullest extent permitted by law, and all such other documentation in such a manner as to permit the Recipient to prepare statements and reports in compliance with applicable HUD requirements and OMB requirements in 2 CFR part 200 for recordkeeping and reporting, which may be amended from time to time, (Grant Documentation). Recipient further agrees that the term "Grant Documentation" includes all Subrecipient data consistent with the above and 2 CFR 200.332 and to ensure that it obtains and maintains access to such Subrecipient data. Recipient agrees that the creation, maintenance, preservation, and disclosure by Recipient of Grant Documentation is fundamental to the prevention of fraud, waste, and abuse and to the satisfaction of its obligations to prevent fraud, waste, and abuse and the performance of its obligations under this Agreement and applicable HUD rules and regulations.

b. *Access to Records and Personnel*: In addition to the foregoing, and in no way a limitation of anything contained in the foregoing or in this Agreement, or of HUD's rights and remedies available to it under the terms of this Agreement, applicable statutes, laws and regulations, and otherwise at law or equity, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives shall have the right of prompt, full, and complete access to any and all records of the Recipient and any other entities doing business with Recipient or otherwise receiving funds or benefits from Recipient, as specified in subsection a, and that are pertinent to the Federal Award to the fullest extent permitted by law, including records relevant to the administration, receipt, and use of this award and award activities, in order to perform audits, reviews and investigations, execute site visits, make or obtain copies thereof, or for any other official use. Such records include those that identify the source and application of funds, including relevant Grant Documentation data to the extent disclosure is not prohibited by law, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law. The right of access includes prompt, full, and complete access as HUD may require to the Recipient and other entities and persons identified in subsection and their personnel, for the purpose of interview and discussion at such dates, times, and locations as HUD may require related to such documents or the Federal Award in general, to the fullest extent permitted by law. In lieu of or in addition to an on-site inspection, Recipient also agrees to furnish HUD such financial and project reports, records, statements, data, and documents in such form, from Recipient or other entity or person identified above, and accompanied by such reporting data as required by HUD. Recipient shall supply to HUD any and all Grant Documentation in legible and usable form as HUD may specify and within the time specified by HUD and at Recipient's expense. Recipient shall also make certifications, as HUD may request at such times and in such manner and format as required by HUD, that all Documentation which Recipient supplies to HUD is true, accurate, and complete in all aspects and regards.

c. *New Reporting Tools*: Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools for all Documentation and other documents and records pertinent to the Federal Award. Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its Subrecipients) using these new tools when they are released, and as updated, and to satisfy all requests for records pertinent to the Federal Award as described above. HUD will work with the Recipient to support the Recipient's transition to the new reporting tools. Once such new tools are implemented, Recipient shall make timely reporting utilizing such new reporting tools and such other reporting as is required by this Agreement and applicable statutes, laws, and regulations. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, additional or more detailed reports, suspension or termination of disbursements, and all other legally available remedies, to the furthest extent permitted by law. Recipient shall also make certifications at such times and in such manner and format as required by HUD that its reporting and the information contained therein is true, accurate, and complete in all aspects and regards.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this Agreement, HUD may take any and all remedial actions authorized by applicable statutes, regulations, or 2 C.F.R. § 200.339, as applicable. Nothing in this Agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes or regulations, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Fiduciary Relationship.* Recipient acknowledges and agrees that it stands in a fiduciary relationship to HUD and the American people with respect to the Federal Award. Recipient shall act solely for the benefit of HUD and the American people with respect to the Federal Award, and undertakes a duty of absolute loyalty, trust, and confidence. In performing its obligations under this Agreement, Recipient shall act in good faith, avoid all conflicts of interest, exercise the due care required of a fiduciary, and make full and complete disclosure of all material facts and business opportunities and other matters required to be disclosed by this Agreement and applicable law relating to this Agreement, the Federal Award and all funds derived therefrom.
12. *Waste, Fraud, and Abuse*. Recipient acknowledges and agrees that the prevention, discovery, exposure, and prosecution of waste, fraud, and abuse in Federal grant programs and procurement and the activities which Federal funding supports, and recoveries therefrom, are in the best interests of Recipient and the American people. Accordingly, Recipient agrees to cooperate fully with HUD and the Task Force to Eliminate Fraud established in Executive Order 14395 of March 16, 2026, *Establishing the Task Force To Eliminate Fraud*, in all manners and respects as required by HUD.

13. *Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and Subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal Award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
14. *Third-Party Claims.* Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
15. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this Agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this Agreement.
16. *Miscellaneous Provisions.*
    a. Headings are for convenience of reference only and shall not affect the construction, meaning, or interpretation of this Agreement.
    b. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties. Further, the Recipient agrees to not change, edit, or modify this Agreement or its terms before or after executing it and returning it to HUD. The Recipient agrees that any such changes shall be null and void and not binding upon HUD.
    c. If any part or provision of this Agreement is enjoined or held to be void or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction and only to the extent of such prohibition or enjoinment and shall not invalidate or affect the legality or enforceability of the remaining provisions and applications of this Agreement. In the event the enjoinment of such provisions is stayed, dissolved, or reversed, the full terms of this Agreement, including such provisions, will automatically become effective. This clause is self-executing and will become effective, binding, and enforceable automatically upon execution of this Agreement.

[REST OF PAGE INTENTIONALLY BLANK]

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

5. This Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or any requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be Subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of Subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

10. Awards to Subrecipients made under, relating to or arising out of the Federal Award will not be used to engage in illegal racial discrimination, including racial preferences.

11. Awards to Subrecipients made under, relating to, or arising out of the Federal Award will not be distributed in a way that violates or otherwise is used to interfere with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.

12. Awards made under, relating to, or arising out of the Federal Award will not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distributes drug paraphernalia in violation of 21 USC 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.

13. All agreements or contracts made under, relating to, or arising out of the Federal Award must contain the same terms and conditions as those in the grant agreement issued by HUD. Any conflicting terms and conditions must be approved by HUD.

14. Recipient shall comply with all applicable workforce management requirements, regulations and statutes, including, without limitation, Title VII of the Civil Rights Act of 1964, 8 U.S.C. § 1324a, the Copeland "Anti-Kickback" Act, and the Drug-Free Workplace Act of 1988, as they may apply.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

14.218, Community Development Block Grant Program for Entitlement Communities

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.

6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2026	$307,017.00	9/30/2034	9/30/2034
2025	$ 2.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☒ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for Subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

16h.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/20/2026			SUBMITTED BY: Chief Perry Guido		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Agreement for Bellevue Fire Department participation in Nebraska Task Force One

SYNOPSIS/BACKGROUND:

Lincoln Fire & Rescue is the sponsoring agency for Nebraska Task Force One (NE-TF1), a FEMA Urban Search and Rescue team. The proposed agreement permits qualified Bellevue Fire Department personnel to participate in NE-TF1 training and authorized deployments, subject to Bellevue staffing and approval. For eligible FEMA deployments, personnel costs and eligible overtime/backfill are reimbursable through the sponsoring agency under FEMA rules and the agreement. This agreement shall be in effect until either party elects to terminate the agreement with a 30 day notice.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: yes COUNTER-PARTY: City of Lincoln INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: NE-TF1 participating agency agreement

CONTRACT EFFECTIVE DATE: 10/06/2026 CONTRACT TERM: CONTRACT END DATE: see synopsis

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 the participating agency agreement with the City of Lincoln, through Lincoln Fire & Rescue, for Bellevue Fire Department participation in Nebraska Task Force One, and authorize the Mayor to sign it.

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

MEMORANDUM OF AGREEMENT
BETWEEN

Lincoln Fire & Rescue
City of Lincoln, Nebraska

AS THE SPONSORING AGENCY
OF NEBRASKA TASK FORCE 1
OF THE NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM

AND

Bellevue Fire Department

AS A PARTICIPATING AGENCY OF THE TASK FORCE

This "Agreement" is entered into by and between the parties designated in Section 1, below, who agree that subject to all of the provisions of this Agreement, Bellevue Fire Department will serve as a Participating Agency for Nebraska Task Force 1 of the National Urban Search and Rescue Response System. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement and that so long as this Agreement remains in effect, the party will fully perform all of those duties and responsibilities.

1. PARTIES

The parties to this Agreement are the following entities:

1.1. Sponsoring Agency:

City of Lincoln, Nebraska
Lincoln Fire & Rescue
949 West Bond Suite 200
Lincoln, NE 68521

1.2 Participating Agency:

Bellevue Fire Department
211 West 22nd Ave
Bellevue NE 68005

2. RECITALS

Sponsoring Agency and Participating Agency have entered into this Agreement in recognition of the following Recitals:

2.1 Sponsoring Agency. Sponsoring Agency is a cooperating party under a "Memorandum of Agreement" with the Federal Emergency Management Agency ("FEMA") and the City of Lincoln, Nebraska. A copy of the Memorandum of Agreement (the "FEMA MOA") is attached to this Agreement as Appendix "A" and incorporated by reference.

2.2 National Urban Search & Rescue Response System. Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (the "Stafford Act"), the U.S. Department of Homeland Security ("DHS"), acting through FEMA, operates the National Urban Search & Rescue Response System ("System") in conjunction with State and local governments.

2.3 Task Forces. Each Sponsoring Agency is responsible for recruiting and organizing a Task Force consisting of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of the Task Force. A Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized Activations. Members of a Task Force may also be deployed as members of a management or other technical team.

2.4 Nebraska Task Force 1. The City of Lincoln, Nebraska is the Sponsoring Agency for Nebraska Task Force 1 (the "Task Force") and is charged with, among other things, recruiting and organizing members for the Task Force. In the performance of its responsibilities, the Sponsoring Agency may enter into cooperative arrangements with federal, state, or local government entities, or non-profit or for-profit entities, to serve as Participating Agencies in the Task Force and with individuals to serve as Affiliated Personnel of the Task Force. The Sponsoring Agency is obligated to enter into written agreements with those Participating Agencies and Affiliated Personnel setting forth the relationship between the parties.

2.5 Participating Agency. **Bellevue Fire Department** desires to be a Participating Agency in the Task Force, subject to all of the provisions of this Agreement.

2.6 Applicable Provisions. With respect to National Urban Search & Rescue Response System activities, this Agreement incorporates the provisions of 44 CFR Part 208, "National Urban Search and Rescue Response System," attached as Appendix "B,". To the extent that 44 CFR Part 208 is contrary to the FEMA MOA with the Sponsoring Agency, the 44 CFR Part 208 will prevail. This agreement incorporates the provisions of all applicable regulations per the City of Lincoln Municipal Code and related provisions attached as Appendix "C".

2.7 Definitions of Terms. Capitalized words and phrases in this Agreement have the same meaning as they do in 44 CFR Part 208.

3. AGREED TERMS AND CONDITIONS

3.1 Participating Agency.

3.1.1 Participating Agency agrees to provide personnel to serve in certain designated positions on the Task Force as determined by Sponsoring Agency. A list of the individuals who will occupy those designated positions, and who are referred to in this Agreement as "Participants," as well as other pertinent information about them is contained in Appendix "D".

3.1.2 Participating Agency further agrees that Participants will meet the required qualifications for the positions to be filled, will receive the required training specified in this Agreement and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency.

3.1.3 The Parties will cooperate with each other so as to facilitate achievement of the goals and objectives of the System as fully and completely as possible.

3.2 Third Party Liability and Workers' Compensation.

3.2.1 Participating Agency and its Participants shall be afforded such coverage for third party liability and workers' compensation as is afforded all Task Forces and their System Members under Federal law, the scope of which is generally described in Appendices "A" & "B".

3.2.2 Except as afforded by the Federal Government, the responsibility for risks associated with claims for third party liability and workers' compensation arising out of participation in the Task Force, either organizationally by the Participating Agency or individually by its Participants, shall be the responsibility of Participating Agency and not under any circumstances, the responsibility of Sponsoring Agency. At all times, Participating Agency shall maintain in full force and effect, and provided proof thereof, for the benefit of its Participants and its other employees engaged in System activities, coverage for workers compensation and third party liability to the full extent required by law.

3.3 Financial Provisions.

3.3.1 Preparedness Funds

3.3.1.1 In its sole discretion, Sponsoring Agency may distribute to Participating Agency such preparedness grant funding as Sponsoring Agency shall be eligible to and does receive from FEMA. Any such distributions shall be subject to the requirements of the preparedness grants and the needs of the Task Force generally.

3.3.1.2 Any other funding received by Sponsoring Agency from sources other than the federal government may also be made available as Sponsoring Agency determines in its discretion. Sponsoring Agency shall make such distributions fairly and equitably taking into account the mission, goals

and objectives of the Task Force and the needs of the Sponsoring Agency as compared to other proper needs and demands.

3.3.2 Response Funds

3.3.2.1 Sponsoring Agency shall promptly reimburse Participating Agency for response expenses that are authorized to be incurred by or for the benefit of Participants engaged in Task Force activities, upon receiving reimbursement for such expenses from the federal government. Such expenses must be properly ascertained, accumulated and reported to the Sponsoring Agency, and the funds to be utilized for payment must have been reimbursed by or on behalf of FEMA to Sponsoring Agency.

3.3.2.2 After an Activation, Participating Agency shall provide Sponsoring Agency with a complete cost reimbursement package to be submitted by Sponsoring Agency as part of an overall claim package which Sponsoring Agency is obliged to submit to FEMA. The Participating Agency's cost reimbursement package shall be submitted to the Sponsoring Agency within 30 days after the end of the Personnel Rehabilitation Period established by FEMA. Participating Agency's cost reimbursement package shall be prepared in conformance with applicable federal directives which Sponsoring Agency shall disseminate to Participating Agency.

3.3.2.3 Participating Agency shall provide Sponsoring Agency with employee compensation information for its Participants at least annually, or as changes occur in compensation rates payable to Participants. That information and other pertinent Participant data required by Sponsoring Agency shall be provided in an updated version of Appendix "E".

3.3.2.4 To ensure proper reimbursement from FEMA, the compensation of Participants on the Task Force shall be in accordance with pay schedules and policies established by Appendix "B", from the time of activation and until the Task Force returns, is deactivated and Participants are returned to regular work schedules.

3.3.2.5 All financial commitments of Sponsoring Agency are subject to the availability and receipt of funds by Sponsoring Agency from FEMA and other sources.

3.3.2.6 Neither Participating Agency nor any Participant shall be reimbursed for costs incurred outside the scope of this Agreement.

3.4 Reporting And Record Keeping Requirements.

3.4.1 The Participating Agency shall provide the Sponsoring Agency with the records described in Appendix "F".

3.4.2 The Sponsoring Agency shall issue a Task Force Picture Identification Card for all individuals listed in Appendix [see Section 3.1.1].

3.4.3 Participating Agency shall ensure that any medical or other records and information that are afforded confidentiality under applicable law are protected from unauthorized disclosure.

3.4.4 Participating Agency shall provide prompt and accurate reporting as specified in this Agreement, including Appendix "F".

3.5 Mandatory Minimum Requirements For Participation. Each Participant must satisfy all of the following for participation on the Task Force.

3.5.1 Each Participant shall be an employee in good standing of the Participating Agency. Entry-level employees, who are probationary or in a similar status are not eligible.

3.5.2 Each Participant shall be of good moral character and shall not have been convicted of any felony or any other criminal offense involving moral turpitude.

3.5.3 Participants serving in a Task Force position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which must be current and validly issued.

3.5.4 Subject to any applicable FEMA standards, each Participant must meet the medical/fitness standards mutually agreed upon by Sponsoring Agency and Participating Agency and not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.

3.5.5 Each Participant must be available on short notice to mobilize within 2 hours of request and be able to respond on a mission for up to 14 days.

3.5.6 Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.

3.5.7 Each Participant must receive such inoculations as are specified by the Sponsoring Agency.

3.5.8 Each Participant must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.

3.5.9 Each Participant must understand and adhere to safe working practices and procedures as required in the urban disaster environment.

3.5.10 Each Participant must have a working knowledge of the US&R System and the Task Force's organizational structure, operating procedures, safety practices, terminology and communication protocols.

3.5.11 Each Participant must have completed such courses of education and training and other requirements as the Sponsoring Agency shall specify.

3.5.12 Sponsoring Agency has authority to immediately suspend or terminate a Participant's participation on the Task Force for failure to satisfy any mandatory requirement.

3.6 Clothing and Equipment.

3.6.1 Sponsoring Agency will issue to each Participant certain items of personal protective clothing and equipment for use in Task Force activities and operations. In the event of Activation, Participant shall provide certain additional items of personal clothing and equipment. Items of clothing and equipment supplied by Sponsoring Agency shall remain the property of Sponsoring Agency and shall be returned promptly whenever a person ceases to be a Participant.

3.6.2 Subject to FEMA requirements, all uniforms will display the official patch of the Task Force and the official patch of the System, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

3.7 Command, Control and Coordination.

3.7.1 When a Participant has been activated or has otherwise been placed at the direction, control and funding of FEMA, such as, for example, during participation in FEMA sponsored training, the ultimate authority for command, control and coordination of the service of the Participant reposes with FEMA exercised through the system chain of command. Subject to the principle just stated, the following provisions of this Section 3.7 govern the responsibilities of the parties with respect to supervisory, disciplinary and other specified aspects of the Participant's employment within the context of his/her participation on the Task Force

3.7.2 Sponsoring Agency shall exercise direct supervisory authority over Participants during Activations, deployments and other activities of the Task Force conducted by Sponsoring Agency, but for disciplinary purposes, that authority is limited to temporary suspension or permanent exclusion from participation. In all other instances where disciplinary action may be necessary, Sponsoring Agency shall report the pertinent circumstances to Participating Agency, which shall cooperate with Sponsoring Agency and shall administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.

3.7.3 Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are Participants, and Participating Agency shall at all times continue to be fully responsible for all of

its employment obligations to its employee Participants, including the compensation and benefits that the Participating Agency has agreed to provide.

3.7.4 While participating in System activities conducted by the Task Force, Participants shall be subject to and observe and comply with all lawful orders and directions of the authorized representatives of Sponsoring Agency and the Task Force. Sponsoring Agency retains the right to suspend or exclude any Participant from participation on the Task Force for cause including failure to abide by the provisions of this Agreement.

3.8 Media and Information Policy.

3.8.1 Subject to applicable law, including FEMA regulations and directives, all photographs and video taken during a deployment will be kept under the control of Sponsoring Agency until use in internal or external education programs or other dissemination is approved by FEMA.

3.8.2 All applicable federal, state, and local media policies will be strictly enforced and followed.

3.8.3 Subject to applicable rules and regulations, Sponsoring Agency will have the primary responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Task Force. Sponsoring Agency shall endeavor to expose all Participating Agencies to favorable media coverage opportunities.

3.9 Rules of Conduct.

3.9.1 All Participants will be expected to abide by the rules of conduct established by FEMA and the Sponsoring Agency.

3.9.2 The failure of a Participant to abide by the rules of conduct constitutes may result in suspension or exclusion from the Task Force under Section 3.7 above.

3.10 Preparedness Activities.

3.10.1 Sponsoring Agency shall conduct Task Force management, administration, training, equipment procurement and other preparedness activities required by FEMA. Participating Agency and its Participants shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve Task Force preparedness goals and objectives.

3.10.2 Specific training activities to be conducted, respectively, by Sponsoring Agency and by Participating Agency, including training, administration and reporting requirements, are contained in Appendix "G".

3.10.3 As established by System directives but subject to the availability of federal funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the Task

Force and, subject to federal rules and regulations, will be made available for training activities of Sponsoring Agency and Participating Agency. Participants shall use Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participating Agency.

3.11 Notification Procedures and Other Communications.

3.11.1 Alerts and Activation.

3.11.1.1 Sponsoring Agency's commander/chief executive officer or his/her designee shall determine whether the Task Force is capable of and will respond to Activation Orders.

3.11.1.2 Participating Agency shall maintain at all times a "Point of Notification" for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic capabilities. Information concerning the Participating Agency Point of Notification shall be set forth in Appendix "H".

3.11.1.3 Upon receipt of Alert or Activation Orders, Sponsoring Agency shall give prompt telephonic and electronic notice to Participating Agency's Point of Notification. The notice shall designate the Task Force positions for which Participating Agency's Participants are being requisitioned, the location of the assembly point, and to the extent known, the nature and character of the Activation.

3.11.1.4 Participating Agency shall at all times maintain the capability of providing requisitioned Participants for participation on a deployment of the Task Force.

3.11.1.5 Upon receipt of an Activation Order for the Task Force, Participating Agency shall cause the required Participants to respond to the assembly point designated in the notice.

3.11.2 Mobilization.

3.11.2.1 All requisitioned Participants will respond to the designated assembly point within 2 hours of notification with all required personal clothing and equipment and required documentation.

3.11.2.2 Participating Agency will select its Participants through a pre-established selection system that ensures the requisition is promptly filled with fully qualified Participants.

3.11.2.3 Selected Participants will be subject to a pre-deployment medical screening. Any Participant who fails the screening will not be deployed.

3.11.2.4 Sponsoring Agency retains the sole right to determine which Participating Agency personnel, if any, will respond with the Task Force when Activated.

3.11.3 Other Communications. Sponsoring Agency will remain in contact with Participating Agency through the Participating Agency Point of Notification during the period of Activation.

3.12 Critical Incident Stress Syndrome ("CISS") and Management.

3.12.1 Sponsoring Agency will have primary responsibility to provide CISS training, intervention and support, before, during and after activation.

3.12.2 Costs incurred for unauthorized CISS activities are not eligible for reimbursement.

4. GENERAL PROVISIONS

4.1 Effective Date. This Agreement shall be effective September 1, 2026, and when it has been duly and regularly authorized and executed by both parties.

4.2 Authority. As more specifically indicated above and below, this Agreement is made (a) pursuant to the provisions of the Interim Final Rule or the Final Rule; and (b) under the authority of [State] law, in furtherance of the purposes of the National Urban Search and Rescue Response System,

4.3 Contents of the Agreement. Upon its execution, the Agreement consists of this Agreement, along with the following Appendices and other attachments:

4.3.1 Appendix "A" - The currently effective Memorandum of Agreement between FEMA and the Sponsoring Agency, by which City of Lincoln, Nebraska is appointed as and has agreed to serve as Sponsoring Agency for the Task Force.

4.3.2 Appendix "B" - The Code of Federal Regulations, Title 44 Part 208, National Urban Search & Rescue Response System.

4.3.3 Appendix "C" – City of Lincoln, Nebraska Applicable Regulations

4.3.4 Appendix "D" – List of Participants

4.3.5 Appendix "E" – Compensation Rates & Reporting

4.3.6 Appendix "F" – Records & Reporting Requirements

4.3.7 Appendix "G" – Position Descriptions and General Administrative & Training Requirements

4.3.8 Appendix "H" – Points of Contact

4.4 Amendments and Termination.

4.4.1 Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties, and all such amendments will be attached to this Agreement.

4.4.2 Term and Termination. The Agreement shall continue in effect unless and until terminated as provided in this Agreement. The Agreement may be terminated by either party upon 30 days written notice, except that Participating Agency may not terminate this Agreement without the written consent of Sponsoring Agency during any time interval when the Task Force has been placed on Alert status or has been Activated if the Alert or Activation affects Participants of the Participating Agency.

4.5 Miscellaneous Provisions.

4.5.1 The obligations of the Participating Agency set forth in this Agreement are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Sponsoring Agency.

4.5.2 Except and to the extent federal law controls, this Agreement shall be construed and enforced, as between the parties, according to the laws of the State of Nebraska.

4.5.3 No party shall engage in any conduct or activity in the performance of this Agreement or participation in the System that constitutes a conflict of interest under applicable federal, state or local law, rules and regulations.

4.5.4 Each party shall at all times observe and comply with all applicable federal, state and local laws, rules and regulations.

4.5.5 Except as provided otherwise with respect to emergency notifications, if it is necessary for the purposes of this Agreement for one of the named parties to give notice to the other named party, notice shall be in writing with the expenses of delivery or mailing fully prepaid and shall be delivered by personal service or a form of public or private mail service requiring proof of delivery. Notice is effective upon personal delivery, or by mail service, on the date of either actual receipt or five days after posting, whichever is first. Unless changed in writing in accordance with this Section, notice shall be served on the party at the address shown in Sections 1.1 and 1.2 of this Agreement.

4.5.6 Titles and section headings are for convenience only and are not a part of the parties' Agreement.

4.5.7 Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.

4.5.8 This Agreement and its provisions are binding upon and inure to the benefit of the parties and to their respective successors in interest, provided, however, this Agreement does not and will not bestow any rights or remedies upon persons to whom an unlawful delegation or assignment has been made by Participating Agency.

4.5.9 This Agreement is made for the sole and exclusive benefit of the named parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this Agreement.

4.5.10 Neither the United States of America or the State of Nebraska is a party to this Agreement.

4.5.11 Each person executing this Agreement represents that: he/she was and is lawfully authorized to sign the Agreement on behalf of the party he/she represents; execution of the Agreement was duly and regularly authorized by the party's governing body; and, to the person's best knowledge and belief the Agreement is a binding and enforceable obligation of the party on whose behalf he/she acted.

4.5.12 Each party represents to the other: that the party has fully read and understood all of the provisions of this Agreement including the Appendices and other attachments, if any; that the party has secured and considered such legal advice and other expert counsel as the party deemed necessary and advisable for these purposes; and, that in agreeing to execute and become a signatory to this Agreement the party has deemed itself adequately informed and advised as to all of the risks assumed and obligations undertaken pursuant to this Agreement.

4.5.13 This Agreement, including the Appendices and attachments, if any, constitutes the entire agreement between the parties and it supersedes any prior agreements on this matter.

5. EXECUTION

This Agreement was executed by the parties on the dates shown below.

Sponsoring Agency:

Date: _____

City of Lincoln, Nebraska
Lincoln Fire & Rescue
949 West Bond Suite #200
Lincoln, NE 68508

By_____

Title: NE-TF1 Program Manager

And By _____

Title: Fire Chief, Lincoln Fire & Rescue

And By _____

Title: Mayor, City of Lincoln, NE

Participating Agency:

Date: _____

Bellevue Fire Department
211 West 22nd Ave
Bellevue NE 68005

By_____

Title: Fire Chief, Bellevue Fire Department

And By _____

Title: City Attorney, City of Bellevue, NE

And By _____

Title: Mayor, City of Bellevue, NE

Appendix "A"

FEMA / City of Lincoln MOU

{INSERT}

Smart# 11010024

CITY OF LINCOLN
NEBRASKA
Mayor Chris Beutler

ORDER
EXECUTIVE
NO. 83751

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

The attached memorandum of agreement is for participation in the National Urban Search and Rescue response system. The attached MOU is hereby accepted and approved and I have executed the same on behalf of the City.

The City Clerk is directed to return two copies of said application and related documents, to John Huff, in Fire Administration, one of which is for transmittal to the FEMA Management Branch.

Dated this 18th day of Jan., 2011.

Chris Beutler, Mayor

Approved as to form & Legality:

City Attorney

Approved:

Fire Department

Approved:

Finance Department

83751

MEMORANDUM OF AGREEMENT
FOR PARTICIPATION IN
THE NATIONAL URBAN SEARCH & RESCUE RESPONSE SYSTEM

Memorandum of Agreement between the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of Nebraska, City of Lincoln, and Lincoln Fire & Rescue, the Sponsoring Agency of Nebraska Task Force 1, regarding participation in the National Urban Search & Rescue Response System.

I. PARTIES

The parties to this Agreement are the Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of Nebraska, City of Lincoln, and Lincoln Fire & Rescue, the Sponsoring Agency of Nebraska Task Force 1.

II. AUTHORITY

This Agreement is authorized under the Homeland Security Act as amended (6 U.S.C. §§ 101 et seq.); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5207); and the National Urban Search & Rescue Response System Interim Final Rule, 70 Fed. Reg. 9182 (Feb. 24, 2005), codified at 44 CFR Part 208. (Upon the effective date of a Final Rule, the Final Rule will supersede the cited Interim Final Rule and its provisions shall prevail over any contrary provisions of the Interim Final Rule.)

III. PURPOSE

This Agreement sets forth responsibilities with respect to participation in the National Urban Search & Rescue Response System.

IV. DEFINITIONS

A. *DHS* means the Department of Homeland Security.

FEMA means the Federal Emergency Management Agency, an operational component of DHS.

FEMA-Sanctioned Training or Exercise means a training session or exercise sponsored by an organization other than FEMA, which has received FEMA approval.

Regulations means the National Urban Search & Rescue Response System regulations published at 44 CFR Part 208.

Preparedness Cooperative Agreement means a Preparedness Cooperative Agreement as defined in Section 208.2 of the Regulations.

Stafford Act means the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5207).

System Resources means System Members, canines, tools and equipment maintained by a Sponsoring Agency, Participating Agency, or Affiliated Personnel for use as part of the System.

Task Force Program Manager means the person designated by the Sponsoring Agency to be responsible for the day-to-day administration and management of the Task Force.

B. The following terms, as used in this Memorandum of Agreement, have the meaning set forth in the Stafford Act at 42 U.S.C. § 5122:

Major Disaster

Emergency

C. The following terms, as used in this Agreement, have the meaning set forth in Section 208.2 or 208.32 of the Regulations:

Activated or *Activation*

Advising or Advisory

Affiliated Personnel

Alert

Demobilization Order

Participating Agency

Preparedness Cooperative Agreement

Sponsoring Agency

System or *National Urban Search & Rescue Response System*

System Member

Task Force

US&R or *Urban Search and Rescue*

V. RESPONSIBILITIES

A. DHS, through FEMA, is responsible for developing and administering the System, and its responsibilities include:

1. Promulgating the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

2. Maintaining overall direction and control of System Resources engaged in System activities, as contemplated in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

3. Maintaining an advisory and consultative structure for communicating and consulting with System participants with respect to the responsibilities set forth in this section, as appropriate;

4. Preparing, providing, and maintaining a Preparedness Cooperative Agreement and a Response Cooperative Agreement with the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

5. Providing preparedness funding to the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

6. Developing, scheduling, and delivering FEMA-Sponsored Training and Exercises;

7. Granting FEMA sanction to training and exercises in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

8. Maintaining overall direction and control of System Resources engaged in FEMA-Sanctioned Training and Exercises and FEMA-Sponsored Training and Exercises;

9. Evaluating System and performance in accordance with the Regulations, standards, policies and procedures and directives of the System;

10. Advising, Alerting, Activating and Demobilizing System Resources;

11. Obtaining the consent of the State, if applicable, and the Sponsoring Agency to Alert or Activate System Resources, in accordance with the Regulations, standards, policies and procedures of the System;

12. Appointing System Members into Federal service at appropriate times;

13. Taking steps as necessary to ensure coverage for System Members under the Federal Employees Compensation Act, the Federal Tort Claims Act, and the Public Safety Officers Benefit Act during FEMA-Sponsored Training and Exercises, FEMA-Sanctioned Training and Exercises, Alert, and Activation, to the extent allowed by law;

14. Processing claims for Federal employee benefits, as set forth in the Regulations and this Agreement;

15. Maintaining overall direction and control of System Resources engaged in System activities during Alert or Activation;

16. Providing ground, air, rail, or marine transportation for System Resources during Alert or Activation, as required;

17. Providing re-supply and logistical support for System Resources during Activation;

18. Establishing, developing, administering, Advising, Alerting, Activating, Demobilizing, and maintaining overall direction and control of System management teams, as appropriate;

19. Notifying the Sponsoring Agency when FEMA has Alerted, Activated, or Deactivated a Task Force member for participation on a System management team or in a technical function;

20. Scheduling and conducting periodic meetings of System advisory committees and other consultative bodies;

21. Processing claims for reimbursement in accordance with the Regulations; and

22. Ensuring proper coordination and cooperation within FEMA, between FEMA and other DHS components and entities, and between FEMA and other Federal, state, local, and private-sector entities for the purpose of System activities.

B. The State, if applicable, is responsible for:

1. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour; and

Using Task Forces resident within the State as State assets before requesting additional Task Forces from FEMA in anticipation of, or in response to, a disaster or emergency within the State for which the State or its local governments have primary responsibility, unless the resources

have been otherwise committed.

C. The Sponsoring Agency is responsible for organizing and administering the Task Force, and this responsibility includes the following:

1. Recruiting and training the Task Force, according to the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System promulgated by FEMA;

2. Designating a Task Force Program Manager, as well as other such persons as required by the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

3. Executing a Preparedness Cooperative Agreement and a Response Cooperative Agreement with FEMA, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

4. Providing administrative, financial, and personnel management for the Task Force, to include providing FEMA with all documentation required to appoint System Members into Federal service;

5. Maintaining such agreements with Participating Agencies and Affiliated Personnel as are required under the Regulations, standards, policies, directives, procedures, and overall concept of operations for the System. Agreements with Participating Agencies and Affiliated Personnel for System activities must be consistent with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System, and this Memorandum of Agreement. All agreements with Participating Agencies must include an express authorization for the Sponsoring Agency to commit an employee of the Participating Agency to Federal service. All agreements with Affiliated Personnel must include an express authorization for the Sponsoring Agency to commit the individual to Federal service;

6. Registering and qualifying all Task Force medical personnel, as required under the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

7. Requesting FEMA sanction for training and exercises, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

8. Notifying FEMA when there is a change in the operational status of the Task Force;

9. Maintaining 24-hour per day capability to receive a request for Alert or

Activation of System Resources and to accept or decline the request within one hour;

10. Acquiring, maintaining, and accounting for equipment, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

11. Complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

12. To the extent that the Sponsoring Agency chooses to provide System Members for System management teams and technical functions, or for any FEMA advisory and consultative entities, complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System with respect to these System Members;

13. Keeping all records relating to the Task Force, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;

14. Submitting to FEMA a copy of any agreements it maintains with any Participating Agency and Affiliated Personnel; and

15. Processing state and local employee benefit claims for which a System Member may be eligible.

VI. POINTS OF CONTACT

A. DHS/FEMA:
Acting Chief, Urban Search & Rescue Branch
Federal Emergency Management Agency
U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472
(202) 646-3456

B. Sponsoring Agency
Chief, Lincoln Fire & Rescue
1801 "Q" Street
Lincoln, NE 68508
401-441-7363

VII. OTHER PROVISIONS

A. Financial Arrangements

1. FEMA shall provide the Sponsoring Agency with funding for preparedness activities pursuant to a Preparedness Cooperative Agreement, in accordance with the Regulations.

2. FEMA shall reimburse the Sponsoring Agency for costs incurred in System response activities pursuant to a Response Cooperative Agreement, in accordance with the Regulations.

3. All financial commitments are subject to the availability of funds. Nothing in this Agreement obligates funds of the respective parties.

B. Title to Equipment

1. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a cooperative agreement prior to February 24, 2005 vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).

2. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a Preparedness Cooperative Agreement vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).

3. Title to equipment purchased by DHS, and distributed to and maintained by the Sponsoring Agency, remans vested in DHS in accordance with 44 CFR § 13.32(f), unless transferred to the Sponsoring Agency under applicable Federal regulations. The Sponsoring Agency acknowledges that certain communications property provided by DHS may contain elements or components with possible national security implications for which the Sponsoring Agency shall surrender, or render inoperable, the element(s) or component(s), as requested by DHS or the FEMA-US&R program.

C. Use of Sponsoring Agency Resources

1. Offer, consent and acceptance of services, facilities and employees

The Sponsoring Agency and the State offer and consent to FEMA's use of their services, facilities, and employees as specifically described in this Memorandum of Agreement with respect to the System, and FEMA accepts the offer of such services, facilities, and employees in carrying out the purposes of the Sections 306(a) and 621(c)(1) of the Stafford Act, 42 U.S.C. §§ 5149(a) and 5197(c)(1).

2. Appointment into Federal Service

a. FEMA will appoint System Members into Federal service pursuant to section 208.11 of the Regulations, as follows:

(1) When instructing or participating in FEMA-Sanctioned Training and Exercises;

(2) When instructing or participating in FEMA-Sponsored Training and Exercises;

(3) When undertaking specific duties required by FEMA during an Alert to prepare for Activation; and

(4) When Activated.

b. At all such times when System Members are appointed into Federal service, those System Members will be under FEMA's overall direction and control.

c. A System Member's appointment into Federal service is concurrent with a System Member's employment with the Sponsoring Agency or other entity.

D. Coverage under Federal statutes; FEMA's intent

1. Pursuant to section 208.11 of the Regulations, it is FEMA's intent that on the basis of subsections C.1. and 2., above, System Members appointed into Federal service are Federal employees during the activities described in subsection C.2.a., above, for the purposes of the following acts:

a. The Federal Employees Compensation Act.

b. The Federal Tort Claims Act.

2. It is FEMA's intent that System Members appointed into Federal service are Public Safety Officers during the activities described in subsection C.2.a., above, as defined in the Public Safety Officers Benefit Act, 42 U.S.C. § 3796b.

3. No individual may participate in the Task Force who is not an employee of the Sponsoring Agency, an employee of a Participating Agency, or an Affiliated Personnel.

4. Nothing contained within this Agreement is intended to diminish a System Member's non-Federal employment rights, relationships, or entitlements to non-Federal pension or welfare benefits.

E. FEMA, the State, and the Sponsoring Agency will not discriminate against any System Member or applicant for a position as a System Member on the grounds of race, color, religion, sex, age, national origin, or economic status in fulfilling any and all obligations under this Memorandum of Agreement.

F. Use of Federal facilities, supplies and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provision of technical assistance and other relief and assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, sex, age, national origin, or economic status.

VIII. EFFECTIVE DATE

The terms of this Agreement will become effective on the date that the last party signs this Agreement.

IX. MODIFICATION, AMENDMENT, AND TERMINATION

A. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force.

B. This Agreement may be modified or amended only with the written agreement of all of the parties.

C. This Agreement remains in effect unless terminated. This Agreement may be terminated by any party upon 30 days written notice.

D. This Agreement is the full and complete agreement between the undersigned parties, and supersedes any prior agreement between the parties, written or oral, with the exception of an existing Preparedness Cooperative Agreement or Response Cooperative Agreement.

E. This may be executed in several counterparts, each of which is a valid agreement, provided that all parties to the Memorandum of Agreement have executed at least one original copy of the Memorandum of Agreement.

X. EXECUTION

Glenn M. Cannon
Assistant Administrator
Disaster Operations Directorate
Federal Emergency Management Agency

Date: 6/18/08

Regional Administrator

Date: 10/20/2010

Director
State Emergency Management Agency

Date: 10 Nov 2010

Chief Executive or Designee
Sponsoring Agency

Date: 1-18-11

Appendix "B"

Code of Federal Regulations

Title 44, Part 208

National Urban Search and Rescue Response System

{INSERT}

PUBLIC LAW 114–326—DEC. 16, 2016

NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM ACT OF 2016

Public Law 114–326
114th Congress

An Act

Dec. 16, 2016
[S. 3971]

To authorize the National Urban Search and Rescue Response System.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

National Urban Search and Rescue Response System Act of 2016.
42 USC 5121 note.

SECTION 1. SHORT TITLE.

This Act may be cited as the "National Urban Search and Rescue Response System Act of 2016".

SEC. 2. NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM.

(a) IN GENERAL.—Title III of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5141 et seq.) is amended by adding at the end the following:

42 USC 5165f.

"SEC. 327. NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM.

Applicability.

"(a) DEFINITIONS.—In this section, the following definitions shall apply:

"(1) ADMINISTRATOR.—The term 'Administrator' means the Administrator of the Federal Emergency Management Agency.

"(2) AGENCY.—The term 'Agency' means the Federal Emergency Management Agency.

"(3) HAZARD.—The term 'hazard' has the meaning given the term in section 602.

"(4) NONEMPLOYEE SYSTEM MEMBER.—The term 'nonemployee System member' means a System member not employed by a sponsoring agency or participating agency.

"(5) PARTICIPATING AGENCY.—The term 'participating agency' means a State or local government, nonprofit organization, or private organization that has executed an agreement with a sponsoring agency to participate in the System.

"(6) SPONSORING AGENCY.—The term 'sponsoring agency' means a State or local government that is the sponsor of a task force designated by the Administrator to participate in the System.

"(7) SYSTEM.—The term 'System' means the National Urban Search and Rescue Response System to be administered under this section.

"(8) SYSTEM MEMBER.—The term 'System member' means an individual who is not a full-time employee of the Federal Government and who serves on a task force or on a System management or other technical team.

"(9) TASK FORCE.—The term 'task force' means an urban search and rescue team designated by the Administrator to participate in the System.

"(b) GENERAL AUTHORITY.—Subject to the requirements of this section, the Administrator shall continue to administer the emergency response system known as the National Urban Search and Rescue Response System.

"(c) FUNCTIONS.—In administering the System, the Administrator shall provide for a national network of standardized search and rescue resources to assist States and local governments in responding to hazards.

"(d) TASK FORCES.— Contracts.

"(1) DESIGNATION.—The Administrator shall designate task forces to participate in the System. The Administration shall determine the criteria for such participation. Determination. Criteria.

"(2) SPONSORING AGENCIES.—Each task force shall have a sponsoring agency. The Administrator shall enter into an agreement with the sponsoring agency with respect to the participation of each task force in the System.

"(3) COMPOSITION.—

"(A) PARTICIPATING AGENCIES.—A task force may include, at the discretion of the sponsoring agency, one or more participating agencies. The sponsoring agency shall enter into an agreement with each participating agency with respect to the participation of the participating agency on the task force.

"(B) OTHER INDIVIDUALS.—A task force may also include, at the discretion of the sponsoring agency, other individuals not otherwise associated with the sponsoring agency or a participating agency. The sponsoring agency of a task force may enter into a separate agreement with each such individual with respect to the participation of the individual on the task force.

"(e) MANAGEMENT AND TECHNICAL TEAMS.—The Administrator shall maintain such management teams and other technical teams as the Administrator determines are necessary to administer the System.

"(f) APPOINTMENT OF SYSTEM MEMBERS INTO FEDERAL SERVICE.—

"(1) IN GENERAL.—The Administrator may appoint a System member into Federal service for a period of service to provide for the participation of the System member in exercises, preincident staging, major disaster and emergency response activities, and training events sponsored or sanctioned by the Administrator.

"(2) NONAPPLICABILITY OF CERTAIN CIVIL SERVICE LAWS.—The Administrator may make appointments under paragraph (1) without regard to the provisions of title 5, United States Code, governing appointments in the competitive service.

"(3) RELATIONSHIP TO OTHER AUTHORITIES.—The authority of the Administrator to make appointments under this subsection shall not affect any other authority of the Administrator under this Act.

"(4) LIMITATION.—A System member who is appointed into Federal service under paragraph (1) shall not be considered an employee of the United States for purposes other than those specifically set forth in this section.

"(g) COMPENSATION.—

"(1) PAY OF SYSTEM MEMBERS.—Subject to such terms and conditions as the Administrator may impose by regulation,

the Administrator shall make payments to the sponsoring agency of a task force—

Reimbursement.

"(A) to reimburse each employer of a System member on the task force for compensation paid by the employer to the System member for any period during which the System member is appointed into Federal service under subsection (f)(1); and

"(B) to make payments directly to a nonemployee System member on the task force for any period during which the nonemployee System member is appointed into Federal service under subsection (f)(1).

"(2) REIMBURSEMENT FOR EMPLOYEES FILLING POSITIONS OF SYSTEM MEMBERS.—

"(A) IN GENERAL.—Subject to such terms and conditions as the Administrator may impose by regulation, the Administrator shall make payments to the sponsoring agency of a task force to be used to reimburse each employer of a System member on the task force for compensation paid by the employer to an employee filling a position normally filled by the System member for any period during which the System member is appointed into Federal service under subsection (f)(1).

"(B) LIMITATION.—Costs incurred by an employer shall be eligible for reimbursement under subparagraph (A) only to the extent that the costs are in excess of the costs that would have been incurred by the employer had the System member not been appointed into Federal service under subsection (f)(1).

"(3) METHOD OF PAYMENT.—A System member shall not be entitled to pay directly from the Agency for a period during which the System member is appointed into Federal Service under subsection (f)(1).

"(h) PERSONAL INJURY, ILLNESS, DISABILITY, OR DEATH.—

"(1) IN GENERAL.—A System member who is appointed into Federal service under subsection (f)(1) and who suffers personal injury, illness, disability, or death as a result of a personal injury sustained while acting in the scope of such appointment, shall, for the purposes of subchapter I of chapter 81 of title 5, United States Code, be treated as though the member were an employee (as defined by section 8101 of that title) who had sustained the injury in the performance of duty.

"(2) ELECTION OF BENEFITS.—

"(A) IN GENERAL.—A System member (or, in the case of the death of the System member, the System member's dependent) who is entitled under paragraph (1) to receive benefits under subchapter I of chapter 81 of title 5, United States Code, by reason of personal injury, illness, disability, or death, and to receive benefits from a State or local government by reason of the same personal injury, illness, disability or death shall elect to—

"(i) receive benefits under such subchapter; or

"(ii) receive benefits from the State or local government.

"(B) DEADLINE.—A System member or dependent shall make an election of benefits under subparagraph (A) not later than 1 year after the date of the personal injury,

illness, disability, or death that is the reason for the benefits, or until such later date as the Secretary of Labor may allow for reasonable cause shown.

"(C) EFFECT OF ELECTION.—An election of benefits made under this paragraph is irrevocable unless otherwise provided by law.

"(3) REIMBURSEMENT FOR STATE OR LOCAL BENEFITS.—Subject to such terms and conditions as the Administrator may impose by regulation, if a System member or dependent elects to receive benefits from a State or local government under paragraph (2)(A), the Administrator shall reimburse the State or local government for the value of the benefits.

"(4) PUBLIC SAFETY OFFICER CLAIMS.—Nothing in this subsection shall be construed to bar any claim by, or with respect to, any System member who is a public safety officer, as defined in section 1204 of title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b), for any benefits authorized under part L of title I of that Act (42 U.S.C. 3796 et seq.).

"(i) LIABILITY.—A System member appointed into Federal service under subsection (f)(1), while acting within the scope of the appointment, shall be considered to be an employee of the Federal Government under section 1346(b) of title 28, United States Code, and chapter 171 of that title, relating to tort claims procedure.

"(j) EMPLOYMENT AND REEMPLOYMENT RIGHTS.—With respect to a System member who is not a regular full-time employee of a sponsoring agency or participating agency, the following terms and conditions apply: Applicability.

"(1) SERVICE.—Service as a System member shall be considered to be 'service in the uniformed services' for purposes of chapter 43 of title 38, United States Code, relating to employment and reemployment rights of individuals who have performed service in the uniformed services (regardless of whether the individual receives compensation for such participation). All rights and obligations of such persons and procedures for assistance, enforcement, and investigation shall be as provided for in such chapter.

"(2) PRECLUSION.—Preclusion of giving notice of service by necessity of appointment under this section shall be considered to be preclusion by 'military necessity' for purposes of section 4312(b) of title 38, United States Code, pertaining to giving notice of absence from a position of employment. A determination of such necessity shall be made by the Administrator and shall not be subject to judicial review. Determination.

"(k) LICENSES AND PERMITS.—If a System member holds a valid license, certificate, or other permit issued by any State or other governmental jurisdiction evidencing the member's qualifications in any professional, mechanical, or other skill or type of assistance required by the System, the System member is deemed to be performing a Federal activity when rendering aid involving such skill or assistance during a period of appointment into Federal service under subsection (f)(1).

"(l) PREPAREDNESS COOPERATIVE AGREEMENTS.—Subject to the availability of appropriations for such purpose, the Administrator shall enter into an annual preparedness cooperative agreement

with each sponsoring agency. Amounts made available to a sponsoring agency under such a preparedness cooperative agreement shall be for the following purposes:

"(1) Training and exercises, including training and exercises with other Federal, State, and local government response entities.

"(2) Acquisition and maintenance of equipment, including interoperable communications and personal protective equipment.

"(3) Medical monitoring required for responder safety and health in anticipation of and following a major disaster, emergency, or other hazard, as determined by the Administrator.

"(m) RESPONSE COOPERATIVE AGREEMENTS.—The Administrator shall enter into a response cooperative agreement with each sponsoring agency, as appropriate, under which the Administrator agrees to reimburse the sponsoring agency for costs incurred by the sponsoring agency in responding to a major disaster or emergency.

"(n) OBLIGATIONS.—The Administrator may incur all necessary obligations consistent with this section in order to ensure the effectiveness of the System.

Deadline. Reports. Implementation plan.

"(o) EQUIPMENT MAINTENANCE AND REPLACEMENT.—Not later than 180 days after the date of enactment of this section, the Administrator shall submit to the appropriate congressional committees (as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101)) a report on the development of a plan, including implementation steps and timeframes, to finance, maintain, and replace System equipment.".

(b) CONFORMING AMENDMENTS.—

(1) APPLICABILITY OF TITLE 5, UNITED STATES CODE.—Section 8101(1) of title 5, United States Code, is amended—

(A) in subparagraph (D), by striking "and" at the end;

(B) by transferring subparagraph (F) to between subparagraph (E) and the matter following subparagraph (E);

(C) in subparagraph (F)—

(i) by striking "United States Code,"; and

(ii) by adding "and" at the end; and

(D) by inserting after subparagraph (F) the following:

"(G) an individual who is a System member of the National Urban Search and Rescue Response System during a period of appointment into Federal service pursuant to section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act;".

(2) INCLUSION AS PART OF UNIFORMED SERVICES FOR PURPOSES OF USERRA.—Section 4303 of title 38, United States Code, is amended—

(A) in paragraph (13), by inserting ", a period for which a System member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act" before ", and a period"; and

(B) in paragraph (16), by inserting "System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under

section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act," after "Public Health Service,".

(c) TECHNICAL AMENDMENT.—Section 1086(d) of the National Defense Authorization Act for Fiscal Year 2013 is amended as follows (which amendments shall take effect as if enacted on January 2, 2013)— 42 USC 3791 note.

(1) in paragraph (1)—

(A) by striking "paragraph (1)" and inserting "paragraph (2)"; and

(B) in subparagraph (B) by striking "filed or" and inserting "filed (consistent with pre-existing effective dates) or"; and

(2) in paragraph (2)(A), by striking "amendments made by this Act" and inserting "amendments made to section 1204 of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b) by this Act".

Approved December 16, 2016.

LEGISLATIVE HISTORY—S. 2971:

SENATE REPORTS: No. 114–307 (Comm. on Homeland Security and Governmental Affairs).

CONGRESSIONAL RECORD, Vol. 162 (2016):
Nov. 30, considered and passed Senate.
Dec. 7, considered and passed House, amended.
Dec. 9, Senate concurred in House amendment.

O

Appendix "C"

City of Lincoln Nebraska

Applicable Provisions

C.1 Risk and Liability. Participating Agency Personnel agree to assume all risk and liability for any injury to persons or property resulting in any manner from his/her own acts or omissions related to this agreement, including acts or omissions by Participating Agency Personnel's own agents or employees related to this agreement. Liability includes any claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury6, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. This section survives any termination of this agreement.

C.2 Audit Requirements. All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of financial and performance related records and materials germane to the city contract, as allowed by law.

C.3 Excess Insurance Coverage. Sponsoring Agency shall maintain an excess insurance policy for up to $25,000/person in medical costs for injuries and illnesses occurring during training conducted by the Sponsoring Agency that is not FEMA sponsored. Such policy shall provide excess coverage that must be used secondary to the individual's primary health coverage.

C.4 Task Force Steering Committee Representation. The sponsoring Agency shall permit (1) representative from each Participating Agency to fill a permanent seat to represent the Participating Agency on the Task Force steering committee.

Appendix "D"

List of Participants

Kept in MYEMOS NE-TF1 System Database

Appendix "E"

Compensation Data

Training Rate Verification

Administrative Personnel Rate Verification

Submitted during deployment (18-001)

U.S. Department of Homeland Security
FEMA Urban Search & Rescue
Deployment Verification

Task Force: _____

Event Name: _____

Sponsoring / Participating Agency: _____

FEMA

	Name (Last, First):	Social Security #: (last four only)	Position:	Straight Time Hourly Rate:	Overtime Hourly Rate:	Straight Time Benefit Rate %:	Overtime Benefit Rate %:
1				$ -	$ -	0.0000%	0.0000%
2				$ -	$ -	0.0000%	0.0000%
3				$ -	$ -	0.0000%	0.0000%
4				$ -	$ -	0.0000%	0.0000%
5				$ -	$ -	0.0000%	0.0000%
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7				$ -	$ -	0.0000%	0.0000%
8				$ -	$ -	0.0000%	0.0000%
9				$ -	$ -	0.0000%	0.0000%
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47				$ -	$ -	0.0000%	0.0000%
48				$ -	$ -	0.0000%	0.0000%
49				$ -	$ -	0.0000%	0.0000%
50				$ -	$ -	0.0000%	0.0000%

I certify that, as of the deployment dates for the event named, each Individual's hourly pay and benefit rates listed are true and correct and that each individual meets the necessary license, certification or other professional qualification requirements of the assigned position. I further certify that I have the necessary documentation on file to verify the above information.

_____
Date

Page ____ of ____

_____
Signature

_____
Printed Name & Title

Appendix "F"

Records & Reporting Requirements

Bellevue Fire Department

F.1 **Task Force Member Records & Personnel File.** The task force maintains a personnel file for each Participating Agency member. This personnel file includes task force-related information pertinent to the involvement of the task force member.

F.1.1 The Task Force maintains information in electronic image and database formats.

F.1.2 All task force member records and files are kept confidential. In the event that the Participating Agency requests information regarding any of their employees, the request shall be directed through the Task Force Program Manager.

F.1.3 Medical records that are maintained by the task force are subject to HIPAA compliance. Task force member medical information shall only be accessed and utilized by task force physicians during task force deployment exercises and operations. For all other instances where task force member medical information may be requested, it will be released only upon authorization by the task force member.

F.2 **Training Records.** The Participating Agency, or its task force members, may complete or otherwise attend training during the normal course of their operations that meets FEMA US&R Position Specific or General Training requirements.

F.2.1 The Participating Agency or task force member shall provide copies of training certificates or records that meet FEMA US&R requirements to be included in the task force member training file.

F.2.2 In the event that the task force provides training that fulfills employment continuing hours for Participating Agency task force members, the Task Force shall, upon request, provide copies of certificates or records to the Participating Agency or to the participating task force member.

F.2.3 The Participating Agency shall not request reimbursement from the task force for registration fees, tuition, or travel for training that is required for the normal course of employment for their employees who also happen to be task force members.

F.3 **Financial Accounting & Audit Reporting.** The Participating Agency is responsible for appropriate financial accounting policies and procedures pertaining to compensation or reimbursement to the Participating Agency and/or its task force members or administrative staff for Task Force-related expenses.

F.3.1 In the event that the Sponsoring Agency is notified of a city or federal audit pertaining to expenditure of local or federal funding related to the Task Force, the Participating Agency will be notified of any potential involvement.

F.3.2 The Participating Agency shall provide copies of records and supporting documentation as may be requested by auditors during the course of a financial audit involving local or federal funding

utilized to compensate or reimburse the Participating Agency for involvement associated with the Task Force.

F.4. **Injury Claims/Worker's Compensation.** Due to the cooperative agreement arrangement between the federal government and the Sponsoring Agency, all members of the FEMA US&R Task Force are considered Temporary Excepted Federal Volunteers (per 44 CFR Part 208.11) for the purpose of determining responsibility for costs for injury claims and/or workers' compensation.

F.4.2 For FEMA-sponsored or FEMA-sanctioned training, and/or FEMA deployments, the Task Force member shall submit injury and workers' compensation claim as per US&R Program Directive 2015-007 Workers' Compensation Program (WCP).

F.4.2.1 Any unpaid costs as a result of a worker's compensation and/or injury claim process may fall back to the Sponsoring Agency and/or Participating Agency.

Appendix "G"

Position Description(s)

General Administrative & Training Requirements

See Attached Copy

Department of Homeland Security
Federal Emergency Management Agency

National
Urban Search and Rescue
Response System

A Component of the National Response Framework
Emergency Support Function # 9

US&R Operations Manual

Annex E - Position Descriptions

December 2020

The content and update of this document is the responsibility of the National US&R Response System's Training Subgroup (TSG) in coordination Advisory Organization Subgroups and the IST. This document is revised on a regular basis as required or at a minimum of every three years. The TSG is delegated this responsibility under the auspices of the Advisory Organization (AO) as outlined in the System's Administration Manual.

Document Name: US&R Operations Manual Annex E - Position Descriptions
FEMA US&R Document Number: 300-01E
Revision Cycle: As required, at a minimum every 3 years
Next Revision: January 2023
Issued to FEMA US&R System: Program Directive 2020-017 on December 1, 2020

All recommendations and questions related to the content of this document should be submitted:

By email to: fema-usr@fema.dhs.gov

Or by mail to:

Federal Emergency Management Agency
Response Directorate
Operations Division
Urban Search and Rescue Branch
500 C Street SW
Washington, DC 20472

c/o Planning Functional Group Project Officer

This document supersedes previous versions and incorporates all other applicable FEMA US&R documents, policies and procedures.

Record of Revisions

Date	Description of Revision
11/19/2015	Added the Aviation Branch Director Position Description.
08/18/2017	Revisions to Title Page, Demobilization Unit Leader, Division/Group Supervisor, Doctor of Veterinary Medicine, Facilities Unit Leader, Field Observer, Ground Support, Hazardous Materials Specialist, Information Officer, IST Leader, Logistics chief, Operations Section Chief, Planning Section Chief, POA/MOB Specialist, Resource Unit Leader, Safety Officer, Senior US&R Specialist, Situation Unit Leader, Structures Specialist, Supply Unit Leader, US&R Specialist.
12/20/2017	Revision to IST Leader, Liaison Officer, US&R Specialist, and Medical Officer.
01/2/2018	Addition of the IST Medical Unit Leader Position Description.
01/15/2020	Consolidated all Position Descriptions into this document to include the Task Force Position Descriptions removed from the Training Program Administration Manual. This document also now includes the Water Rescue Specialist and US&R Boat Operator, Task Force (TF) Security and Protective Services Specialist, and the IST Security and Protective Services Specialist.
12/01/2020	Revisions to General Training Requirements, Technical Search Specialist, Water Rescue Specialist, IST Leader, the addition of IST Liaison Officer – Type 1, IST Liaison Officer – Type 2, and the removal of IST US&R Technical Specialist.

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CHAPTER 1: Introduction

1-A Purpose

The primary mission of the National Urban Search and Rescue (US&R) Response System (the System) is the coordination, development, and maintenance of the Federal effort to provide resources to locate, extricate, and provide immediate medical treatment to victims trapped in collapsed structures, as well as to conduct other life-saving operations.

The Task Force Program Manager of each task force is responsible for the selection, training, equipping, mobilization, and deployment of the task force to respond to those situations as outlined in the National Response Framework. Those selected to become members of the System must be cognizant of the fact that the work performed requires the member to meet all physical requirements as determined by the Sponsoring Agency, to be available to mobilize on short notice, and to be capable of functioning for long hours in a physically challenging and austere environment often under adverse and arduous conditions.

1-B Scope

The position descriptions contained in this annex are applicable to all System task force members assigned to fulfill the position on a US&R deployment. It is the intent that this annex be referenced and utilized by Task Force Representatives, Task Force Program Managers, Task Force Training Managers, the FEMA US&R Branch, and others involved with the administration, management, and coordination of a task force.

To assist the Program Manager and Task Force Training Manager, the System has developed the position descriptions and general requirements (Training and Administrative) contained in this document that apply to each member. The Program Manager and Training Manager will ensure this document and the US&R Training Program Administration Manual (TPAM) is used to maintain the operational capability of the task force members.

1-C FEMA US&R Advisory Organization

The FEMA US&R Advisory Organization has the responsibility to periodically review the relevant position descriptions and assign Advisory Organization Subgroups with the tasking to review and provide recommendations to update position descriptions within their functional area. The position descriptions in this annex also form the basis of the applicable position specific training courses developed by the System.

1-D Administrative Information

This annex contains references to required and recommended training courses that are not managed or the responsibility of the System. Every effort will be made to stay informed of changes and updates to all courses listed within the position descriptions.

CHAPTER 2: Task Force General Requirements

2-A General Administrative Requirements

The task force will do the following for each member:

1. Maintain a current memorandum of agreement with DHS/FEMA, as well as participating agency agreements, and/or affiliated personnel agreements, as applicable
2. Maintain a file for each rostered member that includes the following completed forms:
   a. Application for Federal Employment; Optional Form 612 or a standard FEMA US&R resume
   b. Appointment Affidavits; Standard Form 61
3. Document each member's successful completion of a quantitative respiratory protection fit test required per 29 CFR 1910.134, as defined in Program Directive 2005-008
4. Ensure that each member maintains current inoculations, as defined in Program Directive 2005-008, unless medically contraindicated or refusal is documented
5. Document that each member has a current Physician Clearance for Deployment document as defined in Program Directive 2005-008
6. Document each member has signed a Code of Conduct as defined in Program Directive 2018-006

2-B General Training Requirements

Each member will do the following:

1. Complete critical incident stress awareness training
2. Complete ICS-100, ICS-200, ICS-700, and the ICS-800.B course or newer version
3. Complete the *FEMA National US&R Response System Orientation* course (Course Code: 9G6100) or equivalent
4. Complete initial and annual refresher training at the first responder operations level for hazardous materials in accordance with OSHA 29 CFR, 1910.120
5. Maintain certification in cardiopulmonary resuscitation. Task force members currently licensed or certified as EMT (all levels) or licensed board-certified emergency physicians inherently meet this requirement
6. Complete initial and annual refresher respiratory protection training in accordance with OSHA 29 CFR 1910.134 (k)
7. Complete an initial blood-borne pathogen training in accordance with OSHA 29 CFR 1910.1030
8. Complete the *FEMA US&R Enhanced Operations in the Contaminated Environment - Instructor-Led Training* (Course Code: 9G5420)
9. Complete NFPA 1670 awareness level training for the following:
   a. Confined Space Search and Rescue
   b. Water Rescue
   c. Structural Collapse Search and Rescue

CHAPTER 3: Task Force Position Descriptions

3-A Functional Description

The functional description describes the overall responsibilities of a US&R member when deployed and serving in that position. The functional description will summarize how the position fits within the organizational structure of the task force, whom the position reports to, and identify any subordinates.

3-B Description of Duties

The description of duties is a bulleted list of ongoing duties the position is required to accomplish during a deployment. Training curriculum, handbooks, position task books, workshops, drills, and exercises are designed to ensure that members can successfully perform the duties described in their position description during a deployment.

3-C Position Requirements and Criteria

The position requirements and criteria describe the intent of the requirements listed in the position description and lists the selection criteria that should be considered for personnel to fill the position for a US&R deployment.

3-D Required Training

The required training provides a list of all mandatory training and administrative requirements a member must complete before they are considered fully deployable in their assigned position. US&R members are not to deploy until they have documentation on file with their task force demonstrating they have met all the required training of their assigned position description. Some of the position specific course names have changed slightly over the years and the importance is that a member has documented proof of having completed a Sponsored, Sanctioned, or Equivalent course that used the official curriculum at the time the course was delivered. When appropriate and listed in the course prerequisites, the Computer-Based Training must be completed prior to attending the associated Instructor-Led Training and both certificates must be kept on file in the member's training record.

3-E Recommended Training

The recommended training provides a list of optional training that will enhance a member's ability to serve in their assigned position. The recommended training has been identified as providing additional knowledge, skills and abilities that complement the position specific Instructor-Led Training course. Not all position descriptions have recommended training.

3-F Required Experience

The required experience describes what operational knowledge a member will need to possess prior to serving in their assigned position. The required experience will be gained from previous US&R deployments or having operational knowledge gained while working in specialized areas for their sponsoring agency or as part of a different emergency response organization. Required experience is not gained by attending training courses, it is obtained by performing the functions under real or realistic conditions such as a full-scale US&R exercise. Not all position descriptions have required experience.

US&R Boat Operator
Task Force Position Description

A. Functional Description

The US&R Boat Operator is responsible for performing the water rescue operations of the Task Force. The US&R Boat Operator reports directly to a Water Squad Officer.

B. Description of Duties

The US&R Boat Operator is responsible for the following:

1. The safe operation of all marine vessels in possession of the US&R Task Force
2. Routine field maintenance of watercraft and equipment
3. Implementing technical skills and operating equipment necessary for completing the water rescue portion of the action plan in a safe manner
4. Performing supervised water operations and providing periodic progress reports as needed
5. Ensuring accountability and maintenance for all issued equipment
6. Performing additional tasks or duties as assigned
7. Evaluating and modifying water operational tactics as needed

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become a US&R Boat Operator in the National Urban Search and Rescue (US&R) Response System. The intent of these requirements is to select personnel fully capable of providing the water operational tactics and techniques required in a disaster environment.

D. Required Training

The US&R Boat Operator shall adhere to the following:

1. Complete all Administrative and General Training requirements
2. Complete a *FEMA US&R GPS Awareness Level Course* (Course Code: 9G6200)
3. Meet all requirements of a US&R Water Rescue Specialist
4. Obtain a safe boating certificate by the National Safe Boating Council website or equivalent
5. Meet the requirements in the *US&R Boat Operator Position Task Book*. All objectives are to be completed while operating in each type of vessel in possession of the US&R Task Force.

Canine Search Specialist
Task Force Position Description

A. Functional Description

The Canine Search Specialist (CSS) is primarily responsible for supporting the search function with the canine resource. They are also responsible for the care and welfare of the canine during mission deployment. The Canine Search Specialist reports to the Search Team Manager.

B. Description of Duties

The Canine Search Specialist is responsible for the following:

1. Searching disaster environments and locations indicated in the mission assignment using appropriate canine search equipment and techniques
2. Documenting results of the canine search, including locations of alerts and routing them appropriately
3. Understanding and accurately interpreting canine behavior, including knowledge of the capabilities and limitations of search canines
4. Care and welfare of his/her canine including assisting the medical team with the canine's medical care
5. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Canine Search Specialists in the National US&R Response System. The intent of these requirements is to provide canine teams capable of using the search techniques and tactics required to support the search function with the canine resource in various disaster environments.

D. Required Training

The Canine Search Specialist shall adhere to the following:

1. Complete all Administrative and General Training requirements
2. Have current certification as a National US&R Canine Search Specialist Team member
3. Complete the *FEMA US&R Canine Search Specialist – Instructor-Led Training* (Course Code: 9P1331)
4. Complete the *FEMA US&R GPS Awareness Level Course* (Course Code: 9G6200)
5. Complete the required technical rescue skill sets and additional required rope rescue skills as defined in Appendix A of this Annex

E. Recommended Training

The Canine Search Specialist should complete the following:

1. The *FEMA US&R Technical Search Specialist - Instructor-Led Training* (Course Code: 9P1231)
2. The *FEMA US&R GPS Operations Level Course* (Course Code: 9G6210)
3. A canine emergency field care course

Communications Specialist
Task Force Position Description

A. Functional Description

The Communications Specialist (CS) is responsible for managing and maintaining all communications and communications systems for their task force. The Communications Specialist reports directly to the Logistics Team Manager.

B. Description of Duties

The Communications Specialist is responsible for the following:

1. Keeping the Task Force Leader and Logistics Manager informed of the capabilities and/or limitations of incident communications
2. Assessing overall communications needs, obtaining frequencies, and developing the task force incident communications plan
3. The installation, operation, and maintenance of the task force communications systems including radio, satellite, telephone, internet, GPS and networks during incidents
4. Coordinating communications with other entities, task forces and the Incident Support Team (IST) Communications Unit Leader
5. Adhering to all safety procedures
6. Accountability, preventive maintenance, and minor repairs of communications equipment
7. Maintaining appropriate records and reports
8. Maintaining the communications cache in an operational state at all times
9. Developing requests for replacement or repair for consumable, inoperative, lost, damaged, or destroyed items
10. Developing a task force communications plan (ICS 205) as part of the tactical action plan
11. Operating as an IST communications center dispatcher

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Communications Specialists in the National US&R Response System. The intent of these requirements is to select personnel capable of managing the communications needs of the task force in the disaster environment.

D. Required Training

The Communications Specialist shall adhere to the following:

1. Complete all Administrative and General Training requirements
2. Complete the *FEMA US&R GPS Awareness Level Course* (Course Code: 9G6200)
3. Complete the *FEMA US&R Communications Specialist - Instructor-Led Training* (Course Code: 9P4531)

E. Recommended Training

The Communications Specialist should complete the following:

1. *FEMA US&R Communications Specialist - Networking Workshop* (Course Code: 9P4540)
2. *Incident Communications Technician* (COMT) course (Course Code: NWCG S-258)
3. *Communications Unit Leader* course (Course Code: NWCG S-358) and/or *NIMS ICS All-Hazards Position Specific Communications Unit Leader* course (Course Code: E/L-969), which is currently required for IST Communications Unit Leader position
4. *Advanced Communications Specialist Qualification* course (Course Code: ACOM US&R), which is a MERS qualification process
5. The 2005 or later version of the *FEMA US&R Response System Communications Specialist Course* including the Non-Disclosure of Sensitive Information Training

Hazardous Materials Specialist
Task Force Position Description

A. Functional Description

The Hazardous Materials Specialist (HMS) is responsible for performing the various hazardous materials functions for the task force during incident operations. The Hazardous Materials Specialist reports directly to the Hazardous Materials Team Manager.

B. Description of Duties

The Hazardous Materials Specialist is responsible for the following:

1. Providing an initial and ongoing survey (detection, monitoring and sampling) for, and identification of, the presence of hazardous materials at search and rescue sites
2. Proficiency with the set up and use of the decontamination system in the US&R cache
3. Directing decontamination procedures for any task force member victim, canine, or equipment
4. Performing minor mitigation operations within the scope of the *US&R Operations Manual Annex B: US&R Operations in a Contaminated Environment Concept of Operations (ConOps)*
5. Assisting team managers in providing information to personnel regarding chemical data and Personal Protective Equipment (PPE) compatibility and capability for tactical operations
6. Documenting all related information regarding the incident
7. Adhering to all safety procedures
8. Properly utilizing the detection monitors and devices in the US&R cache
9. Demonstrating proficiency in donning and doffing all personal protective equipment in the US&R cache
10. Demonstrating proficiency in building triage and US&R marking systems
11. Working with Logistics Team personnel to establish and maintain a regular maintenance schedule for HazMat cache items as required, including calibration, battery charging, function tests and field repair
12. Performing regular assessments of the Base Camp
13. Performing regular assessments of the base of operations for hazardous conditions, such as carbon monoxide from generators, or any other contaminants
14. Establishing and maintaining a liaison with HazMat personnel from the Incident Support Team (IST) and other task forces
15. Performing additional tasks or duties as assigned during a mission

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Hazardous Materials Specialists in the National US&R Response System. The intent of these requirements is to select personnel fully capable of providing competent hazardous materials assessments and advice to task force personnel in the urban disaster environment.

D. Required Training

The Hazardous Materials Specialist shall adhere to the following:

1. Complete all Administrative and General Training requirements
2. Meet and maintain the requirements as a certified Hazardous Materials Technician as per OSHA Standard 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
3. Meet and maintain the AHJ competencies in accordance with National Fire Protection Association (NFPA) Standard 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents to the level of Hazardous Materials Technician
4. Complete the *FEMA US&R Hazardous Materials Specialist - Instructor-Led Training* (Course Code: 9P5531)
5. Complete the required technical rescue skill sets and additional required rope rescue skills as defined in Appendix A of this Annex

E. Recommended Training

The Hazardous Materials Specialist should complete the following:

1. *Response to Radiological/Nuclear WMD Incident Course* (Course Code: PER-354) offered by the U.S. Department of Energy Nevada National Security Site, Center for Radiological/Nuclear Training (CTOS)

   NOTE: An older version of this course was titled: *Weapons of Mass Destruction Radiological/Nuclear for Hazardous Materials Technician for Hazardous Materials Technician* course (Course Code: PER-241)

2. *Hazardous Materials Technologies: Sampling, Monitoring, and Detection* course (Course Code: HT PER-261) offered by the Center for Domestic Preparedness (CDP)

   NOTE: An older version of this course was titled: *WMD Hazardous Materials Technician Training (HT) Course* (Course Code: PER-261)

3. Conduct training with the task force water purification system in the US&R Equipment cache
4. Familiarize themselves with the *US&R Operations Manual Annex B: US&R Operations in Contaminated Environment Concept of Operations (ConOps)*

Hazardous Materials Team Manager
Task Force Position Description

A. Functional Description

The Hazardous Materials (HazMat) Team Manager (HTM) is responsible for managing the Hazmat functions of the task force and supervising the Hazardous Materials Specialists of the task force. The Hazardous Materials Team Manager reports directly to the Task Force Leader.

B. Description of Duties

The Hazardous Materials Team Manager is responsible for the following:

1. Developing and implementing the HazMat component of the task force tactical plan
2. Coordinating, managing, and supervising all HazMat activities
3. Providing input in the development of the safety plan in cooperation with Medical Team Manager and Safety Officers while adhering to all safety procedures
4. Determining HazMat organizational and logistical needs
5. Receiving briefings and situation reports and ensuring that all HazMat personnel are kept informed of mission objectives and status changes
6. Providing situation updates and maintaining records and reports
7. Preparing deployment performance evaluations for assigned personnel
8. Providing accountability, maintenance, and minor repairs for all issued equipment
9. Possessing knowledge of the practical application of available (detection, PPE, and decontamination) technology used to support *US&R Operations Manual Annex B: US&R Operations in a Contaminated Environment Concept of Operations (ConOps)*

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Hazardous Material Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising the HazMat component in the urban disaster environment.

D. Required Training

The Hazardous Materials Team Manager shall adhere to the following:

1. Complete all Administrative and General Training requirements
2. Meet all the requirements for the Hazardous Materials Specialist Position Description

E. Recommended Training

The Hazardous Materials Team Manager should complete the following:

1. *Response to Radiological/Nuclear WMD Incident Course* (Course Code: PER-354) offered by the U.S. Department of Energy Nevada National Security Site, Center for Radiological/Nuclear Training (CTOS)

   NOTE: An older version of this course was titled: *Weapons of Mass Destruction Radiological/Nuclear for Hazardous Materials Technician for Hazardous Materials Technician Course* (Course Code: PER-241)

2. *Hazardous Materials Technologies: Sampling, Monitoring, and Detection* course (Course Code: HT PER-261) offered by the Center for Domestic Preparedness (CDP)

   NOTE: An older version of this course was titled: *WMD Hazardous Materials Technician Training (HT) Course* (Course Code: PER-261)

3. Conduct training with the task force water purification system in the US&R Equipment cache
4. Familiarize themselves with *US&R Operations Manual Annex B: US&R Operations in Contaminated Environment Concept of Operations (ConOps)*
5. *NIMS Resource Management* course (Course Code: IS-703)

Heavy Equipment and Rigging Specialist
Task Force Position Description

A. Functional Description

The Heavy Equipment and Rigging Specialist (HERS) is responsible for performing various assessments and construction-related liaison for the task force during incident operations. The Heavy Equipment and Rigging Specialist reports directly to the Rescue Team Manager.

B. Description of Duties

The Heavy Equipment and Rigging Specialist is responsible for the following:

1. Ensuring the safety of task force members by assessing hazards at disaster sites pertaining to the operations of cranes and other heavy equipment
2. Assessing the need for and capabilities of various types of construction-related equipment to assist task force personnel in US&R activities
3. Assessing disaster site for safe and efficient location of cranes and other heavy equipment
4. Preparing site for and assisting with positioning and setup of cranes and other heavy equipment
5. Identifying various rigging techniques to assist in the rescue of victims or stabilization of collapsed buildings, including the development of rigging plans and procedures
6. Interacting with and coordinating efforts between the task force personnel and heavy equipment operators, contractors and organized labor
7. Adhering to all safety procedures
8. Providing documentation to assist task force in procuring cranes and other heavy equipment, as well as maintaining daily logs
9. Providing accountability, maintenance, and minor repairs for all issued equipment
10. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Heavy Equipment and Rigging Specialists in the National US&R Response System. The intent of these requirements is to select personnel fully capable of providing competent assessments and advice to task force personnel in the urban disaster environment.

D. Required Training

The Heavy Equipment and Rigging Specialist shall adhere to the following:

1. Complete all Administrative and General Training requirements
2. Complete the *FEMA US&R Heavy Equipment and Rigging Specialist - Instructor-Led Training* (Course Code: 9P2731)

Heavy Equipment Rigging Specialist
Task Force Position Description (continued)

E. Recommended Training

The Heavy Equipment Rigging Specialist should complete the following:

1. Complete the required technical rescue skill sets and additional required rope rescue skills as defined in Appendix A of this Annex
2. *FEMA US&R Structural Collapse Specialist - Instructor-Led Training* (Course Code: 9P2631)

F. Required Experience

The Heavy Equipment and Rigging Specialist shall be experienced in heavy construction field, such as heavy equipment operator, crane operator, iron worker, rigger, or other applicable field, or possess a minimum of three years of experience as a Rescue Specialist on a task force.

Logistics Specialist
Task Force Position Description

A. Functional Description

The Logistics Specialist (LS) is responsible for ensuring the preparation and maintenance of the task force equipment cache. The Logistics Specialist reports directly to the Logistics Team Manager.

B. Description of Duties

The Logistics Specialist is responsible for the following:

1. Coordinating the packaging, transport, distribution and maintenance of the task force equipment cache prior, during and subsequent to mission assignments
2. Coordinating with military and/or civilian officials for transportation needs
3. Procuring equipment as directed by the Logistics Team Manager
4. Ensuring accountability and security of the task force equipment cache
5. Maintaining accurate and timely records and reports
6. Adhering to all safety procedures
7. Maintaining and repairing the task force equipment cache
8. Assisting with over-all management of task force facilities and fleet
9. Coordinating and directing support specialists
10. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Logistics Specialists in the National US&R Response System. The intent of these requirements is to select personnel capable of managing the logistics needs of the task force in the urban disaster environment.

D. Required Training

The Logistics Specialist shall adhere to the following:

1. Complete all Administrative and General Training requirements
2. Complete the *FEMA US&R GPS Awareness Level Course* (Course Code: 9G6200)
3. Complete the *FEMA US&R Logistics Team Training - Instructor-Led Training* (Course Code: 9P4131)
4. Complete a forklift training course as established by OSHA 29 CFR 1910.178
5. Complete a *DOT Hazardous Materials Handler/Packer/Labeler* course as established by 49 CFR, Part 172.704

E. Recommended Training

The Logistics Specialist should complete the following:

1. *Ordering Manager* course (Course Code: NWCG J-252)
2. *Receiving and Distribution Manager* course (Course Code: NWCG J-253)
3. *Base Camp Manager* course (Course Code: NWCG J-254)
4. *Equipment Manager* course (Course Code: NWCG J-255)
5. *Security Manager* course (Course Code: NWCG J-259)
6. Complete and maintain certification as a Certifying Official for Transportation Requirements and Regulations – Air and Ground in accordance with the following documents:
   - 6-1. International Air Transport Association (IATA)
   - 6-2. Title 49 Code of Federal Regulations (CFR)
   - 6-3. Air Force Manual (AFMAN) 24-204

Logistics Team Manager
Task Force Position Description

A. Functional Description

The Logistics Team Manager (LTM) is responsible for the logistics function of the Urban Search and Rescue Task Force and supervising the Task Force Logistics Specialist, Communications Specialist, Support Specialist, and other personnel as assigned. The Logistics Team Manager reports directly to the Task Force Leader.

B. Description of Duties

The Logistics Team Manager is responsible for the following:

1. All duties and responsibilities of the Logistics Specialist
2. Completion of all task force transportation documents (cargo manifests, shipping declarations, bills of lading, etc.)
3. Coordinating, managing, and supervising all logistical activities
4. Maintaining accurate and timely records and reports
5. Preparing performance evaluations for assigned personnel
6. Ensuring accountability, maintenance, and repairs for all task force equipment
7. Provide for operation and maintenance for all facilities and associated equipment
8. Coordinate with IST Logistics Section on task force issues
9. Management of task force transportation fleet
10. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Logistics Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising the logistical component in the urban disaster environment.

D. Required Training

The Logistics Team Manager shall adhere to the following:

1. Complete all Administrative and General Training requirements
2. Meet all the requirements for the Logistics Specialist Position Description
3. Complete and maintain certification as a Certifying Official for Transportation Requirements and Regulations – Air and Ground in accordance with the following documents:
    - 3-1. International Air Transport Association (IATA)
    - 3-2. Title 49 Code of Federal Regulations (CFR)
    - 3-3. Air Force Manual (AFMAN) 24-204

Logistics Team Manager
Task Force Position Description (continued)

E. Recommended Training

The Logistics Team Manager should complete the following:

1. *ICS-300: Intermediate ICS for Expanding Incidents*
2. *Ordering Manager* course (Course Code: NWCG J-252)
3. *Receiving and Distribution Manager* course (Course Code: NWCG J-253)
4. *Base Camp Manager* course (Course Code: NWCG J-254)
5. *Equipment Manager* course (Course Code: NWCG J-255)
6. *Security Manager* course (Course Code: NWCG J-259)
7. *Facilities Unit Leader* course (Course Code: NWCG S-354) or the *NIMS ICS All-Hazards Position Specific Facilities Unit Leader* course (Course Code: E/L-971)
8. *Ground Support Unit Leader* course (Course Code: NWCG S-355)
9. *Supply Unit Leader* course (Course Code: NWCG S-356) or the *NIMS ICS All-Hazards Position Specific Supply Unit Leader* course (Course Code: E/L-970)
10. *Food Unit Leader* course (Course Code: NWCG S-357)

Medical Specialist
Task Force Position Description

A. Functional Description

The Medical Specialist (MS) is responsible for performing the medical function of the task force incident operation. The Medical Specialist reports directly to the Medical Team Manager.

B. Description of Duties

The Medical Specialist is responsible for the following:

1. The general health considerations of and delivery of medical care to all task force personnel, victims, and search dogs, while under the supervision of the Medical Team Manager, during disaster events
2. Implementing the medical action plans specified by the Medical Team Manager
3. Accountability, maintenance, and minor repairs for all issued equipment
4. Performing additional tasks or duties as assigned during a mission

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Medical Specialists in the National US&R Response System. The intent of these requirements is to select personnel fully capable of providing medical care required by the task force in the urban disaster environment.

D. Required Training

The Medical Specialist shall adhere to the following:

1. Complete all Administrative and General Training requirements
2. The Medical Specialist must be actively participating in pre-hospital care. They shall either be currently certified/licensed as an EMT-Paramedic and have met all the requirements in their local jurisdiction or meet the requirements listed below:
    - 2-1. Physician Assistant
    - 2-2. Registered Nurse-Practitioner
    - 2-3. Registered Nurse who is currently certified / licensed as a Physician Assistant
    - 2-4. Registered Nurse- Practitioner or Registered Nurse – certified within an accredited organization or municipality and meets the National Registry of Emergency Medical Technician – Paramedic Standards or State certification requirements and actively practices advanced pre-hospital life support
    - 2-5. Must be certified and maintain the following, BTLS, ACLS, and PALS regimens (or equivalent)
3. Complete the *FEMA US&R Medical Team Specialist – Instructor-Led Training* (Course Code: 9P3131)
4. Complete the required technical rescue skill sets and additional required rope rescue skills as defined in Appendix A of this Annex

E. Recommended Training

The Medical Specialist should complete the following:

1. **A canine emergency medical course**

Medical Team Manager
Task Force Position Description

A. Functional Description

The Medical Team Manager (MTM) has overall responsibility for the management and supervision of the medical function of the task force during incident operations. The Medical Team Manager reports directly to the Task Force Leader.

B. Description of Duties

The Medical Team Manager is responsible for the following:

1. Developing and implementing the medical component of the task force tactical action plan
2. Directly supervising the medical specialists
3. Assisting in the development of the safety plan in coordination with the task force Safety Officer and task force HazMat Specialist
4. Coordinating, managing, and supervising of all medical activities
5. Determining the medical organizational and logistics needs
6. Receiving briefings and situation reports and ensuring that all medical personnel are kept informed of status change
7. Responsible for providing situation reports and maintaining records and reports
8. Preparing performance evaluations for assigned personnel
9. Directing medical care delivery to task force personnel, search dogs, and victims
10. Ensuring a continuum of medical care and coordinating interaction with all appropriate outside medical entities
11. Ensuring accountability, maintenance, and minor repairs for all issued equipment
12. Performing additional tasks or duties as assigned during a mission

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Medical Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing, coordinating, and supervising the medical component in the urban disaster environment.

Medical Team Manager
Task Force Position Description (continued)

D. Required Training

The Medical Team Manager shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Be a licensed physician who is emergency medicine residency-trained and/or Board-certified in emergency medicine and actively practicing clinical emergency medicine and having experience with pre-hospital medical care OR be a currently licensed physician with current ACLS, ATLS and PALS certification (or equivalent) whose medical activities include clinical medicine and or pre-hospital care
3. Complete the *FEMA US&R Medical Team Specialist – Instructor-Led Training* (Course Code: 9P3131)

E. Recommended Training

The Medical Team Manager should complete the following:

1. *ICS-300: Intermediate ICS for Expanding Incidents*
2. A canine emergency medical course
3. Complete the required technical rescue skill sets and additional required rope rescue skills as defined in Appendix A of this Annex

Planning Team Manager
Task Force Position Description

A. Functional Description

The task force Planning Team Manager (PTM) is responsible for planning aspects of the task force during incident operations. The Planning Team Manager supervises the Structures Specialist and Technical Information Specialist. The Planning Team Manager reports directly to the Task Force Leader.

B. Description of Duties

The Planning Team Manager is responsible for the following:

1. Developing and implementing the planning components of the task force tactical action plan
2. Coordinating, managing and supervising all planning component activities
3. Determining the planning component organizational and logistics needs
4. Receiving briefings and situation reports and ensuring that all planning personnel are kept informed of status changes
5. Providing situation reports and maintaining records and reports
6. Preparing performance evaluations for assigned personnel
7. Providing accountability, maintenance, and minor repairs for all planning team equipment
8. Performing additional tasks or duties assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Task Force Planning Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising the planning component in the urban disaster environment.

D. Required Training

The Planning Team Manager shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Complete *ICS-300: Intermediate ICS for Expanding Incidents*
3. Complete the *FEMA US&R Planning Team Training - Instructor-Led Training* (Course Code: 9P6131)

E. Recommended Training

The Planning Team Manager should complete the following:

1. *FEMA US&R Search Planning and Management - Instructor-Led Training* (Course Code: 9G1431)

Rescue Specialist
Task Force Position Description

A. Functional Description

The Rescue Specialist (RS) is responsible for performing the rescue function of the task force incident operation. The Rescue Specialist reports directly to a Rescue Squad Officer.

B. Description of Duties

The Rescue Specialist is responsible for the following:

1. Implementing technical skills and operating equipment necessary for completing the rescue portion of the action plan
2. Performing rescue operations under the direct supervision of a Rescue Squad Officer and providing periodic progress reports as needed
3. Operating and conducting routine field maintenance of rescue tools and equipment
4. Ensuring accountability and maintenance for all issued equipment
5. Performing additional tasks or duties assigned
6. Evaluating and modifying rescue tactics as needed

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Rescue Specialists in the National US&R Response System. The intent of these requirements is to select personnel fully capable of providing the rescue tactics and techniques required in a disaster environment.

D. Required Training

The Rescue Specialist shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Meet the requirements of NFPA 1006 Technical Rescuer at the Technician or Level 2 (Excluding Chapter 1 Administration: Section 1.3.3)
    - 2-1. Job Performance Requirements
    - 2-2. Rope Rescue (Technician or Level 2)
    - 2-3. Confined Space Rescue (Technician or Level 2)
    - 2-4. Trench Rescue (Technician or Level 2)
    - 2-5. Vehicle and Machinery Rescue (Technician or Level 2)
3. Complete the *FEMA US&R Structural Collapse Specialist – Instructor-Led Training* (Course Code: 9P2631) or a FEMA US&R approved equivalent course
4. Complete a *FEMA US&R GPS Awareness Level Course* (Course Code: 9G6200)
5. Maintain certification in basic first aid. Task force members currently licensed or certified as EMT (all levels) or licensed board-certified emergency physicians inherently meet this requirement

E. Recommended Training

The Rescue Specialist should complete training that meets the requirements of NFPA 1006 Surface Water Rescue (Technician or Level 2)

Rescue Squad Officer
Task Force Position Description

A. Functional Description

The Rescue Squad Officer (RSO) is responsible for supervising one or more Task Force Rescue Squad(s). The Rescue Squad Officer reports directly to the Rescue Team Manager.

B. Description of Duties

The Rescue Squad Officer is responsible for the following:

1. Directly supervising Rescue Squad(s) and other assigned personnel
2. Implementing the rescue component of the task force tactical action plan
3. Determining organizational and logistical needs for the rescue squad(s) and work site
4. Providing periodic progress reports to the Rescue Team Manager
5. Maintaining records and reports
6. Preparing performance evaluations for assigned personnel
7. Ensuring accountability and maintenance for all issued equipment
8. Performing additional tasks or duties as assigned
9. Evaluating and modifying rescue tactics as needed

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Rescue Squad Officers in the National US&R Response System. The intent of these requirements is to select functional officers capable of effectively managing and supervising the Rescue Squad(s) and assigned personnel in the urban disaster environment.

D. Required Training

The Rescue Squad Officer shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Meet all requirements for the Rescue Specialist Position Description

E. Recommended Training

The Rescue Squad Officer should complete the following:

1. *FEMA US&R GPS Operations Level Course* (Course Code: 9G6210)
2. *ICS-300: Intermediate ICS for Expanding Incidents*
3. Meet the requirements of NFPA 1006 Surface Water Rescue (Technician or Level 2)

F. Required Experience

1. Have experience in structural collapse operations to include participation in field exercise(s) and/or a deployment as a Rescue Specialist

Rescue Team Manager
Task Force Position Description

A. Functional Description

The Rescue Team Manager (RTM) is responsible for managing and coordinating all operational functions of the task force. The Rescue Team Manager reports directly to the Task Force Leader.

B. Description of Duties

The Rescue Team Manager is responsible for the following:

1. Assisting in the development and implementation of the task force tactical action plan
2. Coordinating, managing, and supervising all functional groups involved in rescue activities
3. Determining rescue organizational and logistical needs
4. Receiving briefings and situation reports and ensuring that all rescue personnel are kept informed of mission objectives and status changes
5. Providing situation updates and maintaining records and reports
6. Preparing performance evaluations for assigned personnel
7. Performing additional tasks or duties as assigned
8. Ensuring accountability and maintenance for all issued equipment
9. Ensuring accountability of all assigned personnel
10. Providing a mission-specific rapid intervention plan that includes personnel and equipment needs

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Rescue Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising rescue operations in the urban disaster environment.

D. Required Training

The Rescue Team Manager shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Meet all the requirements for the Rescue Squad Officer Position Description
3. *Complete ICS-300: Intermediate ICS for Expanding Incidents*

E. Recommended Training

The Rescue Team Manager should complete the following:

1. *ICS-400: Advanced ICS for Expanding Incidents*
2. *FEMA US&R Search Planning and Management - Instructor-Led Training* (Course Code: 9G1431)
3. *FEMA US&R GPS Operations Level Course* (Course Code: 9G6210)
4. Meet the requirements of NFPA 1006 Surface Water Rescue (Technician or Level 2)

Safety Officer
Task Force Position Description

A. Functional Description

The Task Force Safety Officer (SO) is responsible for monitoring and assessing the safety aspects of the task force during training, exercises and incident operations. The Safety Officer reports directly to the Task Force Leader.

B. Description of Duties

The Safety Officer is responsible for the following:

1. Overseeing all health and safety of all task force personnel during day to day operations, training, and exercises as well as on deployment
2. Coordinating with task force team managers relative to the health, welfare, and safe operations of their assigned personnel
3. Preventing injuries and illness of task force members through appropriate administrative and engineering controls of hazards including enforcement of safety policies and procedures
4. Conducting site safety analysis, completing required ICS documents for IAP/TAP, developing safety messages and conducting safety briefings
5. Working with task force team managers to establish acceptable entry conditions and appropriate personal protective equipment to be worn by personnel entering the hazard zone
6. Establishing and enforcing the use of a personnel accountability system to be used during training, exercises and actual disaster deployments
7. Immediate intervention of activities to prevent the loss of life and prevention of injuries
8. Conducting incident/accident investigations with appropriate task force personnel under the direction of the Task Force Leader
9. Preparing post incident injury reports and submitting them to the Task Force Leader
10. Preparing and maintaining entry permits, records, and reports
11. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become task force safety officers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising the safety function in the urban disaster environment.

D. Required Training

The Safety Officer shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Complete a *FEMA US&R GPS Awareness Level Course* (Course Code: 9G6200)
3. Complete *ICS-300: Intermediate ICS for Expanding Incidents*

Safety Officer
Task Force Position Description (continued)

D. Required Training (continued)

4. Complete the *FEMA US&R Task Force Safety Officer – Instructor-Led Training* (Course Code: 9P7231)
5. Meet the requirements of NFPA 1006 Technical Rescuer at the Technician or Level 2 (Excluding Chapter 1 Administration: Section 1.3.3)
   - 5-1 Job Performance Requirements
   - 5-2 Rope Rescue (Technician or Level 2)
   - 5-3 Confined Space Rescue (Technician or Level 2)
   - 5-4 Trench Rescue (Technician or Level 2)
   - 5-5 Vehicle and Machinery Rescue (Technician or Level 2)
6. Complete the *FEMA US&R Structural Collapse Specialist – Instructor-Led Training* (Course Code: 9P2631) or a FEMA US&R approved equivalent course
7. Maintain certification in basic first aid. Task force members currently licensed or certified as EMT (all levels) or licensed board-certified emergency physicians inherently meet this requirement

E. Recommended Training

The Safety Officer should complete the following:

1. Meet the requirements of NFPA 1006 Surface Water Rescue (Technician or Level 2)

Search Team Manager
Task Force Position Description

A. Functional Description

The Search Team Manager (STM) is responsible for managing the search function of the task force and supervising the Canine Search Specialists and Technical Search Specialists. The Search Team Manager reports directly to the Task Force Leader.

B. Description of Duties

The Search Team Manager is responsible for the following:

1. Developing and implementing the search component of the task force tactical action plan
2. Coordinating, managing, and supervising all search and reconnaissance activities
3. Participating in the oversight, administrative and operational control of the development, implementation and operational aspects of search component training (Canine Search Specialists, Technical Search Specialists and Search Team Managers)
4. Participating in the Canine Search Specialist evaluation process at the task force level
5. Providing research and development input at the task force level for the implementation and evaluation of new technologies, equipment, tactics and skills as they pertain to the search component
6. Land navigation and site mapping
7. Determining search and reconnaissance operational, organizational and logistical needs
8. Ensuring that all assigned personnel are kept informed of mission objectives and status changes to include briefings and debriefings
9. Preparing performance evaluations for assigned personnel
10. Providing situation updates, documenting and maintaining records and reports
11. Providing oversight for accountability, maintenance, and minor repairs for all issued/assigned equipment
12. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Search Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers, capable of effectively managing and supervising the search component, in the urban disaster environment.

D. Required Training

The Search Team Manager shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Complete the *FEMA US&R Technical Search Specialist – Instructor-Led Training* (Course Code: 9P1231)

Search Team Manager
Task Force Position Description (continued)

D. Required Training (continued)

3. Complete the *FEMA US&R Canine Search Specialist – Instructor-Led Training* (Course Code: 9P1331)

E. Recommended Training

The Search Team Manager should complete the following:

1. *FEMA US&R Search Planning and Management - Instructor-Led Training* (Course Code: 9G1431)
2. *FEMA US&R Structural Collapse Specialist – Instructor-Led Training* (Course Code: 9P2631)
3. *FEMA US&R Task Force Leader – Instructor-Led Training* (Course Code: 9P7131)
4. *FEMA US&R Planning Team Training – Instructor-Led Training* (Course Code: 9P6131)
5. *FEMA US&R GPS/Land Navigation Technician Level Course* (Course Code: 9G6200)
6. Technical rescue technician-level skill sets Appendix A of this Annex
7. *ICS-300: Intermediate ICS for Expanding Incidents*
8. Meet the requirements of NFPA 1006 Technical Rescuer at the Technician or Level 2 (Excluding Chapter 1 Administration: Section 1.3.3)
    - 8-1 Job Performance Requirements
    - 8-2 Rope Rescue (Technician or Level 2)
    - 8-3 Confined Space Rescue (Technician or Level 2)
    - 8-4 Trench Rescue (Technician or Level 2)
    - 8-5 Vehicle and Machinery Rescue (Technician or Level 2)
    - 8-6 Surface Water Rescue (Technician or Level 2)
9. A canine emergency medical course

F. Required Experience

1. Have experience in technical or canine search operations to include but not limited to participation in field exercise(s) and SAR deployments or equivalent qualification as determined by the Sponsoring Agency. NOTE: This requirement does not apply to those members rostered as Search Team Managers prior to July 1, 2008.

Structures Specialist
Task Force Position Description

A. Functional Description

The Structures Specialist (StS) is responsible for performing the various structural assessments for the task force during incident operations. The Structures Specialist reports directly to the Planning Team Manager.

B. Description of Duties

The Structures Specialist is responsible for the following:

1. Assessing the structural condition within the area of task force operations, which includes identifying structure types and specific damage and structural hazards
2. Recommending the appropriate type and amount of structural hazard mitigation in order to minimize risks to task force personnel
3. Provide input to task force tactical action plans as appropriate
4. Cooperating with and assisting other search and rescue resources
5. Providing accountability, maintenance, and minor repairs for all issued equipment
6. Performing additional tasks or duties as assigned during a mission
7. Monitoring assigned structure for condition changes while rescue and recovery operations are proceeding
8. Assuming an active role in implementing approved structural hazard mitigation as a designer, inspector, and possibly a supervisor
9. Coordinating and communicating the structural related hazard mitigation with US&R IST Structural Unit Leader
10. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Structures Specialists in the National US&R Response System. The intent of these requirements is to select personnel fully capable of providing competent assessments and advice to task force personnel in the urban disaster environment.

D. Required Training

The Structures Specialist shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Complete the *FEMA US&R GPS Awareness Level Course* (Course Code: 9G6200)
3. Complete the *U.S. Army Corps of Engineers (USACE) Structures Specialist 1 Training* course (Course Code: StS-1)
4. Complete the required technical rescue skill sets and additional required rope rescue skills as defined in Appendix A of this Annex

E. Recommended Training

The Structures Specialist should complete the following:

1. *FEMA US&R Structural Collapse Specialist – Instructor-Led Training* (Course Code: 9P2631)
2. *FEMA US&R Planning Team Training – Instructor-Led Training* (Course Code: 9P6131)
3. Attend the *U.S. Army Corps of Engineers (USACE) Structures Specialist 2 Training* course (StS-2) every five years
4. Attend the *U.S. Army Corps of Engineers (USACE) StS Regional Training* every two years
5. *FEMA US&R GPS Operations Level Course* (Course Code: 9G6210)

F. Required Experience

The Structures Specialist shall meet the following requirements:

1. Be currently licensed as a Professional Engineer (PE) specializing in structures or equivalent as sanctioned by the FEMA US&R Structures Subgroup. The criteria for qualifying as equivalent to PE are as follows:
   - 1-1 Bachelor of Science degree in civil engineering (or similar curriculum) from a college or university that is recognized by a state licensing board
   - 1-2 Five years of experience in any phase of structural engineering, including the teaching of subjects pertaining to structures, structural safety, and structural collapse
   - 1-3 A letter from the individual's FEMA US&R Task Force expressing the support of task force leadership and the task force structures specialists addressed to the FEMA US&R Structures Subgroup chair for consideration
   - 1-4 Individuals who are licensed architects by any state may be considered as having equivalent certification, based on the requirements listed above
2. Possess a minimum of five years of experience in structure design and analysis to include evaluation of existing structures, field investigation or construction observation experience

Task Force Leader
Task Force Position Description

A. Functional Description

The Task Force Leader (TFL) is responsible for managing all aspects of a mission including operational and administrative issues from the time of activation through the return to the home jurisdiction. This includes all personnel and equipment resources as well as overseeing and directly supervising the task force management. The TFL is responsible for the development and completion of all task force tactical objectives as well as the proper reporting, record keeping, and after-action requirements. The TFL reports directly to the DHS/FEMA NRCC during the mobilization and demobilization phases of the mission and the Incident Support Team (IST) at a mission location.

B. Description of Duties

The Task Force Leader is responsible for the following:

1. Developing and implementing the task force tactical action plan
2. Addressing the coordination, management, and supervision of all task force activities
3. Supervising the following positions:
   - 3-1 Search Team Manager
   - 3-2 Rescue Team Manager
   - 3-3 Medical Team Manager
   - 3-4 Logistics Team Manager
   - 3-5 Planning Team Manager
   - 3-6 Hazardous Materials Team Manager
   - 3-7 Safety Officer
4. Ensuring the development of all task force organizational and logistical needs
5. Interacting with the IST Leader and/or his/her designee for coordination of all task force activities and support requirements
6. Receiving briefings and ensuring that all task force personnel are kept informed of mission objectives and status changes
7. Providing regular situation reports to the IST
8. Providing regular reports to the Sponsoring Agency Chief
9. Ensuring the completion of all the required reports and maintenance of records
10. Ensuring that incident stress management activities are planned and conducted
11. Ensuring resource acquisitions are properly processed
12. Preparing performance evaluations for assigned personnel
13. Manage all demobilization and return to readiness issues
14. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Task Force Leaders in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising all aspect of the task force in the urban disaster environment.

D. Required Training

The Task Force Leader shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Complete *ICS-400: Advanced ICS for Expanding Incidents*
3. Complete the *FEMA US&R Task Force Leader Instructor-Led Training* (Course Code: 9P7131)

E. Recommended Training

The Task Force Leader should complete the following:

1. *FEMA US&R Search Planning and Management - Instructor-Led Training* (Course Code: 9G1431)

Task Force Security and Protective Services Specialist
Task Force Position Description

A. Functional Description

The Task Force (TF) Security and Protective Services Specialist (SPSS) is a US&R task force member. Law enforcement experience is preferred but not required. This is not an additional position; the duties may be fulfilled by another rostered position. The TF Security and Protective Services Specialist reports directly to the Logistics Manager and the Task Force Leader. The TF Security and Protective Services Specialist is responsible for coordinating with ESF #13 personnel and local and state Law Enforcement Agencies for the protection of personnel and equipment of the Task Force.

B. Description of Duties

The Task Force Security and Protective Services Specialist is responsible for the following:

1. Briefing assigned ESF #13 personnel identifying potential hazards and setting mission expectations
2. Confer with the Incident Support Team (IST) Security and Protective Services Specialist
3. Coordinating efforts between ESF #13 personnel and local and state Law Enforcement Agencies
4. Coordinating with the Safety Officer and providing input to be included in the tactical work sheet
5. Ensuring the safety of task force members by assessing hazards at work sites pertaining to the operations of security and protective services
6. Assessing the need for and capabilities of security and protective services resources
7. Assessing the need for security and protective services for the Base Camp and/or lodging areas of the task force
8. Coordinating efforts between task force personnel and security and protective service resources
9. Providing accountability, maintenance, and minor repairs for all issued equipment
10. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Security and Protective Services Specialists in the National US&R Response System. The intent of these requirements is to select personnel fully capable of providing competent assessments and advice to task force personnel in the US&R mission.

D. Required Training

The Task Force Security and Protective Services Specialist shall adhere to the following:

1. Meet all Administrative and General training requirements
2. It is highly recommended that this position is filled by personnel with Law Enforcement experience

Task Force Security and Protection Services Specialist
Task Force Position Description (continued)

E. Recommended Training

The Task Force Security and Protective Services Specialist should complete the following:

1. ***ICS-300: Intermediate ICS for Expanding Incidents***
2. ***NIMS Resource Management*** **course (Course Code: IS-703)**

Technical Information Specialist
Task Force Position Description

A. Functional Description

The Technical Information Specialist (TIS) is responsible for documenting, tracking, and retrieving all pertinent information for the task force during incident operations. The Technical Information Specialist reports directly to the Planning Team Manager.

B. Description of Duties

The Technical Information Specialist is responsible for the following:

1. Gathering requested information from all available sources and forwarding to the Planning Team Manager for incorporation in the planning function
2. Creating, displaying, providing and compiling documentation for all pertinent task force and incident information via written, audio, and visual media
3. Providing accountability, maintenance, and minor repairs for all planning team equipment
4. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Technical Information Specialists in the National US&R Response System. The intent of these requirements is to select personnel who are fully capable of providing competent information management for the task force in the urban disaster environment.

D. Required Training

The Technical Information Specialist shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Complete the *FEMA US&R Planning Team Training Instructor-Led Training* (Course Code: 9P6131)

E. Recommended Training

The Technical Information Specialist should complete the following:

1. *ICS-300: Intermediate ICS for Expanding Incidents*

Bellevue - Zoning

Technical Search Specialist
Task Force Position Description

A. Functional Description

The Technical Search Specialist (TSS) is responsible for performing the technical search function of the task force incident operation. The Technical Search Specialist reports directly to the Search Team Manager.

B. Description of Duties

The Technical Search Specialist is responsible for the following:

1. Searching structures in US&R environments or other locations indicated in the mission assignment, utilizing appropriate technical search equipment and techniques
2. Documenting and marking locations of victims, potential victims and hazards
3. Making assessments through the use of technical search equipment
4. Land navigation and site mapping
5. Cooperating with and assisting other search and rescue resources
6. Providing accountability, maintenance, and minor repairs of all issued equipment
7. Performing additional tasks or duties as assigned

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Technical Search Specialists in the National US&R Response System. The intent of these requirements is to select competent personnel, fully capable of providing state-of-the-art search techniques and tactics required, in the urban disaster environment.

D. Required Training

The Technical Search Specialist shall adhere to the following:

1. Meet all Administrative and General training requirements
2. Complete the *FEMA US&R Technical Search Specialist Instructor-Led Training* (Course Code: 9P1231)
3. Complete the required technical rescue skill sets and additional required rope rescue skills as defined in Appendix A of this Annex

E. Recommended Training

The Technical Search Specialist should complete the following:

1. Complete the *FEMA US&R Canine Search Specialist – Instructor-Led Training* (Course Code: 9P1331)
2. *FEMA US&R Search Planning and Management - Instructor-Led Training* (Course Code: 9G1431)
3. Complete the *FEMA US&R Structural Collapse Specialist – Instructor-Led Training* (Course Code: 9P2631) or a FEMA US&R approved equivalent course

E. Recommended Training (continued)

4. Meet the requirements of NFPA 1006 Technical Rescuer at the Technician or Level 2 (Excluding Chapter 1 Administration: Section 1.3.3)
   - 4-1 Job Performance Requirements
   - 4-2 Rope Rescue (Technician or Level 2)
   - 4-3 Confined Space Rescue (Technician or Level 2)
   - 4-4 Trench Rescue (Technician or Level 2)
   - 4-5 Vehicle and Machinery Rescue (Technician or Level 2)
   - 4-6 Surface Water Rescue (Technician or Level 2)
5. A canine emergency field care course

Water Rescue Specialist
Task Force Position Description

A. Functional Description

The Water Rescue Specialist is responsible for performing water operations of the task force incident operation. The Water Rescue Specialist reports directly to a Rescue Squad Officer.

B. Description of Duties

The Water Rescue Specialist is responsible for the following:

1. Implementing technical skills and operating equipment necessary for completing the water rescue portion of the action plan in a safe manner
2. Performing supervised water operations and providing periodic progress reports as needed
3. Operating and performing routine field maintenance of watercraft and equipment
4. Ensuring accountability and maintenance for all issued equipment
5. Performing additional tasks or duties as assigned
6. Evaluating and modifying water operational tactics as needed

C. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Water Rescue Specialists in the DHS/FEMA National US&R Response System. The intent of these requirements is to select personnel who are fully capable of providing the water operational tactics and techniques required in a disaster environment.

D. Required Training

The Water Rescue Specialist shall adhere to the following:

1. Meet all Administrative and General training requirements
2. The *FEMA US&R GPS Awareness Level Course* (Course Code: 9G6200)
3. Meet the requirements of NFPA 1006 Technical Rescuer at the Technician or Level 2
   - 3-1 Job Performance Requirements
   - 3-2 Rope Rescue (Technician or Level 2)
   - 3-3 Surface Water Rescue (Technician or Level 2)
   - 3-4 Swiftwater Rescue (Technician or Level 2)
4. Complete a minimum swim requirement. Example of a recommended swim requirement: Swim of 500 yards without stopping using a forward stroke and without using swim aids such as dive mask, swim goggles, fins, snorkel, or flotation device. Stopping or standing up in the shallow end of the pool at any point during the exercise will constitute a failure. To be completed within 19 minutes. (NFPA 1670, Annex A, 1670-51 Stamina Exercise #1)

Appendix A: Additional Required Technical and Rope Rescue Skills

A. Technical Rescue Skill Sets

Minimum skill set recommendations for task force personnel who enter the hazard zone (i.e., forward deployment):

1. General Requirements of NFPA 1670
2. Rope Rescue Awareness per NFPA 1670
3. Trench Rescue Awareness per NFPA 1670
4. Duties of the Entrant per 29 CFR 1910.146

B. Additional Required Rope Rescue Skills

1. Safety considerations during rope rescue operations
2. Characteristics of life safety rope and webbing
3. Application of rope rescue hardware specific to a lowering operation
4. Application of rope rescue hardware and software specific to a belay line
5. Assemble and apply a Class III harness
6. Assemble and apply a "hasty harness"
7. Tie a simple figure eight knot
8. Tie a figure eight follow-through knot
9. Tie an overhand follow-through with webbing
10. Attach a prusik loop to a rope
11. Be familiar with anchor systems
12. Be familiar with raising and lowering systems
13. Demonstrate proficiency when attaching oneself to and participating in a raising or lowering system
14. Demonstrate proficiency when descending and ascending a fixed line, low angle

Appendix "H"

Points of Contact

Bellevue Fire Department

1. Perry Guido, Fire Chief
   Bellevue Fire Department
   211 West 22nd Ave Bellevue NE, 68005
   402-320-9063

2. Aimee Bataillon
   City of Bellevue Legal Department
   1516 Wall Street Bellevue NE 68005
   402-682-6156

3. Scott Houghtaling
   City of Bellevue Legal Department
   1516 Wall Street Bellevue NE 68005
   402-293-3037

Nebraska Task Force 1

1. Ashley Engler, NE-TF1 Program Manager
   Lincoln Fire & Rescue
   901 West Bond #140
   Lincoln, NE 68521
   531-500-9929

2. David Engler, Fire Chief
   Lincoln Fire & Rescue
   949 West Bond, Suite 100A
   Lincoln, NE 68521
   402-441-8350

3. Rick Tast, City of Lincoln Legal Department
   555 South 10th Street
   Lincoln, NE 68508
   402-601-8829

4. City of Lincoln Risk Management
   555 South 10th Street
   Lincoln, NE 68508
   402-441-6800

16i.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20,2026			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Replace longo building cooling tower

SYNOPSIS/BACKGROUND:

Replacing the original cooling tower to the building from the year 1999. Tower is beyond repair.

FISCAL IMPACT:: 181,514.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Prairie Mechanical Corp. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Replace longo building cooling tower

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Replace longo building cooling tower

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPBM27(02)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the work to be done by Prairie Mechanical Corporations, for the longo building cooling tower replacement in the amount not to exceed $181,514.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Prairie Mechanical Corporation
2842 Tucker Street
Omaha, NE 68112-1838

P: 402.331.4050
F: 402.331.4078

USG Service

To:	Seth Hardy USG Service 7402 N 30th St Omaha NE, 68144	**Phone:** **Location:** (If Different)	402-917-0024 USG Service 2206 Longo Drive Bellevue Ne.. 68005
Project:	Replace existing Cooling With BAC cooling tower	**Quote:**	KS26-0966

Seth,

Thank you for considering Prairie Mechanical for your mechanical needs. We propose to furnish the equipment, materials and labor to perform the work described below for the sum of: **$168,789.00**

Scope:

- **Price is to provide a BAC Cooling Tower, labor and materials for replacement of existing cooling tower. Specs Below and submittals attached**
- ☐ **200/60/3**
- ☐ **2 speed/ 2 winding motor – 25 HP**
- ☐ **Induced draft, crossflow cooling tower**
- ☐ **Galvanized steel panels and structural members**
- ☐ **Fiberglass reinforced polyester (FRP) casing panels and air inlet louvers**
- ☐ **Galvanized steel cold water basin**
- ☐ **PVC fill w/ integral drift eliminators**
- ☐ **Side inlet Easy Connect piping arrangement**
- ☐ **Galvanized steel internal walkway**
- ☐ **Belt drive w/ TEAO motor**
- ☐ **Extended bearing lubrication lines**
- ☐ **1 year parts only warranty**
- ☐ **5 year parts only drivetrain warranty**
- ☐ **Start-up / owner training**
- Includes electrical disconnect and reconnection
- Excludes electrical modifications
- Excludes and controls or control modifications
- Assumes current equipment pad and equipment stand are structurally sound and level
- If Bond is required Add 1.1% to total sum

- **Add for Replacing above ground PVC in tower area with 8" CPVC for better UV Protection…$12,725.00**

Exceptions/Notes:

- Does not include other items not specifically called out in this proposal
- This quote is valid for 30 days
- Work to be performed during regular business hours (M-F 7:00 am – 4:00 pm)
- Acceptance of this proposal is subject to the Terms and Conditions listed below

We appreciate the opportunity of quoting this work, and we welcome your acceptance of this proposal.

Respectfully submitted,

ACCEPTED BY	PRAIRIE MECHANICAL CORPORATION
By:_____	**By:** Kelly Sautter
Title:_____	**Title:** Account Manager
Date:_____	**Date:** 5/20/2026

For More Information on how PMC can help with any of your HVAC, Pipefitting, Sheetmetal, or Plumbing Service needs please scan the QR code or visit our website @ www.prairiemech.com.

Service Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Prairie Mechanical Corporation "("Contractor")" and Client.

1. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of repair, unless otherwise specifically stated. If any replacement part or item of equipment proves to be defective, Contractor will extend to Client the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Client's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Client of such substances, wastes and materials.
4. Payment is due within 30 days of completion and unpaid balances are subject to a 1.5% monthly (18% per annum) finance charge.
5. If paying with credit card a 3.25% fee will be added to total project price.
6. In the event that a dispute arises under this Agreement both contractor and client shall try and resolve the matter by informal means. If those efforts are unsuccessful, any litigation arising under this Agreement shall occur in either federal or district court in Omaha, Nebraska.
7. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Client, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Client and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to any conflicts of laws principles.
8. Prices quoted are based on current tariff regulations and import duties. Any tariffs, duties, taxes, or other government-imposed fees that may apply to this equipment at the time of purchase, delivery, or installation are the responsibility of the buyer. If any tariff adjustments occur before the completion of this order, the seller reserves the right to adjust pricing accordingly.

16j.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20, 2026			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

BPW 240501 Fort Crook Road Final Design - Amendment No. 2

SYNOPSIS/BACKGROUND:

HDR Engineering Agreement for Prairie Hills Development - City Infrastructure scope of work provided for the preliminary design, final design, bid phase services for Fort Crook Road extension from Grenoble Drive to the north property line of Prairie Hill Development and south of Highway 34.
Amendment No. 2 scope of work for the design and plan production of signal and interconnect at the intersection of Highway 34 and 8th Street. It will also provides for the acquisition of three additional permanent easements.

FISCAL IMPACT:: $73,200.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HDR Engineering INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: Fort Crook Road Final Design - Amendment No. 2

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Prairie Hills Development - Fort Crook Road Final Design - Amendment No. 2

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

CIP PROJECT NAME: Fort Crook Road Genoble to HWY 34 CIP PROJECT NUMBER: CIPPW27(9)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-10

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the Fort Crook Road Final Design Agreement Amendment No. 2 between the City of Bellevue and HDR Engineering in the amount not to exceed $73,200.00 for professional engineering design services.

ATTACHMENTS:

1. Agreement Amend No. 2	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

AMENDMENT NO. TWO TO AGREEMENT
FOR
ENGINEERING SERVICES
FOR
BPW240501 – FORT CROOK ROAD FINAL DESIGN

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on February 12, 2021 to perform engineering services for the City of Bellevue, Nebraska ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Service: ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined in the attached Exhibit A.

Section IV Period of Service shall be amended to include completion of the final design services as outlined in the attached Exhibit A.

Section V Compensation shall be amended to increase the not to exceed amount by $73,200 to $566,500.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

HDR ENGINEERING, INC. ("HDR")	City of Bellevue, Nebraska ("OWNER")
By: Ann Williams Ann Williams (09/23/2026 11:59:55 CDT)	By: _____
Name: Ann Williams, P.E.	Name: Rusty Hike
Its: Senior Vice President	Its: Mayor
Date: 09/23/2026	Date: _____

AMENDMENT NO. 2 - EXHIBIT A

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The Agreement for the Prairie Hill Development – City Infrastructure (BPW240501) scope of work provided for the preliminary design, final design, and bid phase services for the Fort Crook Road extension from the current termination at Grenoble Drive to the north property line of the Prairie Hill Development (Development) and from the south property line of the Development to Highway 34 including the Highway 34 improvements.

This Amendment No. 2 scope of work provides for the design and plan production of a signal and interconnect at the intersection of Highway 34 and 8th Street. This Amendment No. 2 scope of work also provides for the acquisition of three additional permanent easements.

The applicable design tasks from the original agreement apply to this amendment, except as noted below.

Additional Items of Work:

1. Design of a new permanent traffic signal at the intersection of Highway 34 and 8th Street.
2. Interconnect Conduit Routing Design. Design of the proposed fiber optic cable and conduit routing, as needed, to incorporate the traffic signal into the existing Citywide fiber optic communications network. All conduit routing shall occur within right-of-way. It is assumed approximately 1,300' of conduit and fiber will be necessary from 8th Street to the US Highway 75 east ramp terminal.
3. Pavement Markings and Signage. Design and plan production for new striping and signage plans for a proposed turn lane.
4. Traffic Control and Phasing Plans. Preparation of the traffic control and phasing plans for the construction of the signal improvements.
5. Traffic Signal Special Provisions. Development of special provisions for the traffic signal and interconnect.
6. Acquisition of three additional temporary easements for the street construction.

Additional Key Understandings:

1. All work related to the intersection improvements will be designed per NDOT standards.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 300 – DEVELOPMENT OF ROADWAY FINAL DOCUMENTS

Objective: Design of traffic signal, interconnect, traffic control, phasing and striping and signing plans for the intersection of Highway 34 and 8th Street intersection.

HDR Activities

320 – Development of 60 Percent Plans and Specifications

- Complete the signal, interconnect, traffic control, striping/signing, and special provisions to a 60% level of completion.
- Submit plans and specifications to OWNER for review.
- Attend one plan review meeting at City offices.
- Submit plans to NDOT for review.

330 – Develop Plans and Specifications to 95%

- Incorporate City and NDOT comments.
- Complete the signal, interconnect, traffic control, striping/signing, and special provisions to a 95% level of completion.
- Submit plans and specifications to OWNER for review.
- Attend one plan review meeting at City offices.
- Submit plans to NDOT for review.

360 – Bid Phase Services

- Incorporate the signal, interconnect, traffic control, striping/signing, and special provisions into the bid package and respond to RFI's during the bid period.

PART 6.0 PERIODS OF SERVICE:

Notice to Proceed	October 21, 2026
60 Percent submittal – Signal only	November 13, 2026
95 Percent submittal	December 18, 2026

EXHIBIT C

BELLEVUE PRAIRIE HILL DEVELOPMENT - CITY INFRASTRUCTURE
AMENDMENT NO. TWO
Estimated Man-hours and Fee Summary
September 22, 2026

ESTIMATED MANHOURS SUMMARY

TASK SERIES	PM	CONTROLLER	SENIOR ROADWAY	ROADWAY CAD	SENIOR TRAFFIC ENGINEER	TRAFFIC ENGINEER	SECTION 408	ROADWAY QC	ROW	TOTAL
	KOENIG	DEVNEY	MOODY	BENNETT	MENARD	GUY	BREWER	CERWICK	MUEHLICH	
Task 100 Project Management										
110 Project Management	4	4								8
Subtotal Task 100	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**
Task 300 Final Documents										
320 60 Percent Plans	4		4	30	8	80	12	4		142
330 95 Percent Plans	2		4	30	8	60	12	4		120
360 Bid Phase			2		4		2			8
Subtotal Task 300	**6**	**0**	**10**	**60**	**20**	**140**	**26**	**8**	**0**	**270**
Task 400 ROW Services										
410 Title and Valuation Research										0
420 Exhibits										0
430 Property Owner Contacts									54	54
Subtotal Task 400	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**54**	**54**
TOTAL	**10**	**4**	**10**	**60**	**20**	**140**	**26**	**8**	**54**	**332**

DIRECT LABOR RATES

	PM	CONTROLLER	SENIOR ROADWAY	ROADWAY CAD	SENIOR TRAFFIC ENGINEER	TRAFFIC ENGINEER	ROADWAY	ROADWAY QC	ROW	
	KOENIG	DEVNEY	MOODY	BENNETT	MENARD	GUY	BREWER	CERWICK	MUEHLICH	TOTAL
2026	$100.33	$37.39	$90.87	$54.82	$62.44	$50.90	$47.39	$72.15	$56.62	
Task 100 Project Management										
110 Project Management	$401.32	$149.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$550.88
Subtotal Task 100	**$401.32**	**$149.56**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$550.88**
Task 300 Final Documents										
320 60 Percent Plans	$401.32	$0.00	$363.48	$1,644.60	$499.52	$4,072.00	$568.68	$288.60	$0.00	$7,838.20
330 95 Percent Plans	$200.66	$0.00	$363.48	$1,644.60	$499.52	$3,054.00	$568.68	$288.60	$0.00	$6,619.54
360 Bid Phase	$0.00	$0.00	$181.74	$0.00	$249.76	$0.00	$94.78	$0.00	$0.00	$526.28
Subtotal Task 300	**$601.98**	**$0.00**	**$908.70**	**$3,289.20**	**$1,248.80**	**$7,126.00**	**$1,232.14**	**$577.20**	**$0.00**	**$14,984.02**
Task 400 ROW Services										
410 Title and Valuation Research	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
420 Exhibits	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
430 Property Owner Contacts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,057.48	$3,057.48
Subtotal Task 400	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,057.48**	**$3,057.48**
TOTALS	**$1,003.30**	**$149.56**	**$908.70**	**$3,289.20**	**$1,248.80**	**$7,126.00**	**$1,232.14**	**$577.20**	**$3,057.48**	**$18,592.38**

	DIRECT COSTS							
	Task Series	Travel Expenses		Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 100 Project Management		Mileage	Cost					
	110 Project Management		$0.00					$0.00
Task 300 Final Documents								
	320 60 Percent Plans		$0.00		$33.00			$33.00
	330 95 Percent Plans		$0.00					$0.00
	360 Bid Phase		$0.00					$0.00
Task 400 ROW Services								
	410 Title and Valuation Research		$0.00					$0.00
	420 Exhibits		$0.00					$0.00
	430 Property Owner Contacts	200	$145.00					$145.00
			$145.00	**$0.00**	**$33.00**	**$0.00**	**$0.00**	**$178.00**

	BELLEVUE PRAIRIE HILL SIGNAL FEE SUMMARY						
	Task Series	Total Hours		Total Labor	Direct Costs	Subconsultants	Total
Task 100 Project Management							
	110 Project Management	8	3.18	$1,751.80	$0.00		$1,751.80
Task 300 Final Documents							
	320 60 Percent Plans	142	3.18	$24,925.48	$33.00		$24,958.48
	330 95 Percent Plans	120	3.18	$21,050.14	$0.00		$21,050.14
	360 Bid Phase	8	3.18	$1,673.57	$0.00		$1,673.57
Task 400 ROW Services							
	410 Title and Valuation Research	0	3.18	$0	$0.00	$6,160.00	$6,160.00
	420 Exhibits	0	3.18	$0	$0.00	$7,738.50	$7,738.50
	430 Property Owner Contacts	54	3.18	$9,723	$145.00		$9,867.79
	TOTAL	**332**		**$59,123.77**	**$178.00**	**$13,898.50**	**$73,200.27**

TOTAL: **$ 73,200**

16k.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20, 2026			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

BPW 260203 US75 & US34 Traffic Signal Improvements Design - Supplemental #1 Agreement

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig (FHU) will provide additional services related to the traffic signal improvements at the ramp terminal intersection that currently does not have a signal along US34/Hidden Valley Drive at US75 interchange. Due to timelines of the water park opening, temporary traffic signal installation and future interchange reconstruction as well as adding an additional lane on the northbound US75 off-ramp, and associated traffic signal design and revisions of pavement markings.

FISCAL IMPACT:: $5,500 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: FHU INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW 260203 US75 & US34 Traffic Signal Design - Supplemental #1

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 260203 US75 & 34 Traffic Signal Improvements Design Spplemental #1

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

CIP PROJECT NAME: Entertainment District CIP PROJECT NUMBER: PW26(05)

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

ACCOUNTING DISTRIBUTION CODE: 7050 ACCOUNT NUMBER: 10-10-7050

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU for US75 & US34 Traffic Signal Improvements Design Supplemental #1 Agreement with additional services for the revision of the traffic signal design and the pavement markings in the amount of not to exceed $5,500.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

FELSBURG HOLT & ULLEVIG
connecting & enhancing communities

14606 BRANCH STREET, SUITE 400 | OMAHA, NE 68154
402.445.4405 | WWW.FHUENG.COM

October 8, 2026

Mr. Dave Goedeken, PE
City Engineer
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

Reference: BPW-260203 – US75 & US34 Interchange Traffic Signal Improvements – Supplemental #1

Dear Mr. Goedeken:

This supplemental proposal describes the scope of services necessary to complete additional services related to the traffic signal improvements at the currently unsignalized ramp terminal intersections along US34/Hidden Valley Drive at the US75 with US34 interchange located in Bellevue, NE. Due to the timelines of the proposed waterpark opening, temporary traffic signal installation, and future interchange reconstruction, additional near term traffic operational concerns need to be considered. The supplemental is necessary to accommodate a future potential additional lane on the northbound US75 off-ramp, and the associated traffic signal design and pavement marking revisions.

Scope of Work

Task 1 – Traffic Signal and Communication Design

Task 1.1 – Data Gathering

No additional site visits or surveys are anticipated as part of this task.

Task 1.2 – Preliminary & Final Traffic Signal Design

FHU will revise traffic signal design for an anticipated additional US75 northbound off-ramp lane at US34. Pole locations, conduits, pull boxes, and radar will be reviewed and adjusted as necessary. Signal head layout will be revised. Quantity tables will be updated.

A pavement marking layout will be added for the off-ramp. It should be noted, the topographic survey does not cover the entire northbound US75 off-ramp. Pavement marking layout will be approximated based on the latest aerial images available.

Pavement design is not included as part of this scope. All signing and striping work is proposed to be completed on the existing pavement.

Task 1.3 – Cost Estimate

FHU will update cost estimates based on the traffic signal design and pavement marking revisions.

Task 1.4 – Communications Design

No additional work is anticipated as part of this task.

Task 1.5 – Signal Timings & Clearances

No additional work is anticipated as part of this task.

Task 2 – Construction Phase Services

No additional work is anticipated as part of this task.

Task 3 – Meetings, Coordination, & QA/QC

Task 3.1 – Project Management

Due to additional work and extension of schedule, project management tasks will be extended.

Task 3.2 – Meetings and Coordination

Due to additional work and extension of schedule, one optional virtual meeting may take place to review and discuss signal design plans.

Task 3.3 – NDOT ROW Permit

No additional work is anticipated as part of this task.

Task 3.4 – QA/QC

Due to additional work and extension of schedule, one additional QA and QC review will occur.

Schedule

The following revised schedule is proposed for the project:

ACTIVITY	START	END
Final Design (plans, OPC, specs, bid docs)	October 12, 2026	October 23, 2026
City Review Period	October 26, 2026	November 4, 2026
NDOT Review period (Permit)	November 5, 2026	November 13, 2026
Finalize Plans and Bid Documents	November 16, 2026	November 30, 2026
Bid and Let Project	December 7, 2026	January 6, 2027
Begin Construction	Winter 2027	Spring 2027

Fee Estimate

FHU proposes to conduct the traffic signal design updates for an additional fee of **$5,500**. This fee is in addition to the original contract amount.

If the supplemental scope of services and additional contract amount are acceptable, please sign in the space provided below. Please return a signed copy of this contract supplemental for our files. If you have any questions about this proposal, please call Adam Denney at (402) 445-4405.

Sincerely,

FELSBURG HOLT & ULLEVIG

Adam Denney, PE, PTOE
Principal

Brad Hartmann, PE
Project Manager

Accepted By

Title

Date

Attachment(s):
Fee Estimate

O:\Projects\126084-01 US75 & US34 Interchange Signal Design\01_PM\Contracts\Supplemental\US75-US34 Signal Design – Supplemental 2026-10-08.docx

US75 & US34 Interchange Traffic Signal Improvements

BPW-260203

Workhour and Fee Estimate - Supplemental

	Principal II	*Engineer IV*	*Engineer II*	*Engineer I*	*In*
Task 1 – Traffic Signal Design	2	10	0	6	
Task 2 – Construction Phase Services	0	0	0	0	
Task 3 – PM, Coordination, & Meetings	2	6	0	0	
TOTAL HOURS	**4**	**16**	**0**	**6**	
TOTAL LABOR / HR RATE	$325	$210	$140	$125	
TOTAL LABOR COSTS	$1,300	$3,360	$0	$750	
DIRECT PROJECT EXPENSES					
Printing	70	$0.19			
Mileage	100	$0.760			
TOTAL DIRECT PROJECT EXPENSES					
TOTAL PROJECT COST					

16I.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20, 2026			SUBMITTED BY: David Goedeken, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Development of Emergency Power Plan to address the backup power shortfall for the sanitary sewage pump stations and wastewater maintenance facilities.

SYNOPSIS/BACKGROUND:

The City of Bellevue has experienced an increase in the number and duration of electrical power outages that have affected the ability of the City operate the sanitary sewage pump stations that serve the City. In addition, the operations center does not have backup power and cannot monitor the status of the sanitary sewer collection system or dispatch personnel to address issues. For HDR to develop an implementation plan to address the backup power shortfall for the sanitary sewage pump stations and facilities.

FISCAL IMPACT:: $53,200 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: PROFESSIONAL SERVICES PUMP STATION ELECTRICAL EVALUATION

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Wastewater Emergency Power Plan

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

CIP PROJECT NAME: WW27(8) Emergency Power Plan CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the Agreement between the City of Bellevue and HDR Engineering, Inc for Professional Servies Pump Station Electrical Evaluation in the amount of $53,200.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES PUMP STATION ELECTRICAL EVALUATION

THIS AGREEMENT is made as of this _____ day of _____, 2026, between City of Bellevue, Nebraska ("OWNER") a municipal corporation, with principal offices at 1500 Wall Street, Bellevue, NE 68005, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as Pump Station Electrical Evaluation ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of Direct Labor Costs times a factor of 3.18 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be $53,200.00.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the service within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF BELLEVUE, NEBRASKA
"OWNER"

BY: _____

NAME: Rusty Hike

TITLE: Mayor

ADDRESS: 1500 Wall Street
Bellevue, NE 68005

HDR ENGINEERING, INC.
"ENGINEER"

BY: Ann Williams
Ann Williams (06/24/2026 10:52:57 CDT)

NAME: Ann E. Williams, P.E.

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue has experienced an increase in the number and duration of electrical power outages that have affected the ability of the City operate the sanitary sewage pump stations that serve the City. In addition, the operations center does not have backup power and cannot monitor the status of the sanitary sewer collection system or dispatch personnel to address issues.

The Scope of Work is the development of an implementation plan to address the backup power shortfall for the sanitary sewage pump stations and facilities. The scope of work includes:

- An electrical system inventory of the existing pump stations and facilities to develop load demands, backup power availability (if any), and backup power feasibility.
- Development of recommendations to provide backup power generation at each facility. General proposed location of generator. Required equipment list to add generator at each facility.
- Development of preliminary opinions of probable costs for each facility.
- Development of a prioritization list for implementation of backup power.

The following pump stations and facilities will be evaluated:

1. Sewer Maintenance Facilities, 8902 Cedar Island Road
2. 22nd Avenue Pump Station
3. Bluffs Street Pump Station
4. 25th and Highway 370 Pump Station
5. Childs Road Pump Station
6. 1500 South 36th Pump Station
7. 3300 Sampson Way Pump Station
8. 8515 South 48th Street Pump Station
9. 5120 ½ Bernadette Avenue Pump Station
10. Quail Creek Pump Station
11. Fontenelle Hills Pump Station
12. 3210 Jackson Street Pump Station
13. Brown River Pump Station

A subsequent amendment will address the final design and construction phase services for the recommended solution.

Key Understandings:

1. Travel will be in proximity to the City of Bellevue, Nebraska.
2. Meetings and presentations will be at the City Engineer's office or City administrative offices.

3. OWNER will provide for access to the structures for inspection and will open electrical panels at the stations upon request.
4. OWNER will provide available information including plans, electrical one lines, specifications, and operation and maintenance manuals.
5. OWNER will provide information on operational issues and concerns.
6. The scope work does not include hydraulic evaluation of the pump stations, final design, or permitting.
7. Consideration will be given to using backup generators fueled by natural gas.
8. Site/civil evaluation will be based on available plans and GIS information.
9. Topographic survey or property boundary surveys.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management.

HDR Activities

110 – Project Management

- Resource management and allocation based on Project schedules and activities.
- Development of a health and safety plan for the site visits.
- Budget and invoice management.
- OWNER coordination.

120 – Kickoff Meeting

- Attend one kickoff meeting.
- Identify points of contact and procedures for pump station inspections.
- Receive OWNER's budget constraints.
- Receive OWNER's pump station priorities.

TASK SERIES 200 – DATA COLLECTION

Objective: Completion of pump station and facilities review.

HDR Activities

210 – Document Request

- Request available information on each pump station.
- Assemble the data by station and identify missing information.

220 – Complete Site Visits

- Develop schedule for the pump station site visits and coordinate with Owner.
- Complete the site inspections and documentation, including photo documentation of the existing conditions.

- Assemble and file the information.

TASK 300 – DEVELOPMENT OF RECOMMENDATIONS AND COSTS

Objective: Develop recommendations for addressing each station and develop preliminary opinions of probable costs.

HDR Activities

310 – Develop Recommendations

- Identify backup power approach for each pump station.
- Identify pump station modifications and restrictions including provisions for temporary power, room for a generator, etc.
- Contact Black Hill Energy on the availability of natural gas at each location.
- Develop recommendations for backup power including power supply.
- Identify site and property concerns.

320 – Preliminary Opinion of Probable Cost

- Develop preliminary opinion of probable cost for each pump station.
- Provide a brief summary of the proposed improvements.

330 – Development of Draft Design Memorandum

- Incorporate, site investigations, recommendations, and preliminary opinion of cost into one draft summary memorandum.
- Prepare draft recommendation of implementation priorities.

340 – Submittal and Review Meeting

- Submit three sets of memorandum summarizing findings to the OWNER for review.
- Attend one review meeting.
- Summarize and distribute the meeting notes.
- Incorporate the review comments.
- Finalize memorandum.

Deliverables: Draft design memorandum
Final design memorandum

PART 3.0 OWNER'S RESPONSIBILITIES:

1. Access to the existing pump station and facilities.
2. Provide personnel to open electrical panels.
3. Summary of budget constraints.
4. Recommendation of priorities.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed	November 1, 2026
Data Collection	60 Days after NTP
Draft Memorandum Submittal	90 Days after NTP
Final Memorandum Submittal	120 Days after NTP

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. **STANDARD OF PERFORMANCE**
The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. **INSURANCE/INDEMNITY**
ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of $250,000; Automobile Liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of $1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. **OPINIONS OF PROBABLE COST**
Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. **CONSTRUCTION PROCEDURES**
ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. **CONTROLLING LAW**
This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. **SERVICES AND INFORMATION**
OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. **SUCCESSORS, ASSIGNS AND BENEFICIARIES**
OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. **RE-USE OF DOCUMENTS**
All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. **TERMINATION OF AGREEMENT**
OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. **SEVERABILITY**
If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. **INVOICES**
ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. **CHANGES**
The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. **CONTROLLING AGREEMENT**
These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**
In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. **HAZARDOUS MATERIALS**
OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. **EXECUTION**
This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF $1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

EXHIBIT C

BELLEVUE PUMP STATION ELECTRICAL EVALUATION
Estimated Man-hours and Fee Summary
June 19, 2026

ESTIMATED MANHOURS SUMMARY									
	TASK SERIES	PROJECT MANAGER	CONTROLLER	CIVIL ENGINEER	JUNIOR ENGINEER	QC	ELECTRICAL ENGINEER	ELECTRICAL CAD	CONTROLS
		JACK	DEVNEY	SCHMOKER	SPENCER	HOWELL	GANSKOP	SPENCER	KRUGER
Task 100 Project Management									
	110 Project Management	8	4						
	120 Kickoff Meeting	4			4		4		
	Subtotal Task 100	**12**	**4**	**0**	**4**	**0**	**4**	**0**	**0**
Task 200 Data Gathering									
	210 Data Gathering	3			8				
	220 Site Visits			16			16		
	Subtotal Task 200	**3**	**0**	**16**	**8**	**0**	**16**	**0**	**0**
Task 300 Preliminary Evaluation									
	310 Develop Recommendation	4		8			36		8
	320 OPC			4	8		12		2
	330 Draft Memorandum	6		12	12	4	4	16	8
	340 Submittal Review and Finalization	4		4					
	Subtotal Task 300	**14**	**0**	**28**	**20**	**4**	**52**	**16**	**18**
	TOTAL	**29**	**4**	**44**	**32**	**4**	**72**	**16**	**18**

DIRECT COSTS							
	Task Series	Travel Expenses	Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 100 Project Management		Mileage					
	110 Project Management						$0.00
	120 Kickoff Meeting	30					$20.10
Task 200 Data Gathering							
	210 Data Gathering			$34.00			$34.00
	220 Site Visits	120					$80.40
Task 300 Preliminary Evaluation							
	310 Develop Recommendation						$0.00
	320 OPC						$0.00
	330 Draft Memorandum			$30.00			$30.00
	340 Submittal Review and Finalization	30		$30.00			$50.10
		180.00	**$0.00**	**$94.00**	**$0.00**	**$0.00**	**$214.60**

EXHIBIT C - FEE SUMMARY								
	Task Series	Total Hours		Total Labor	Direct Costs	Subconsultants	Total	
Task 100 Project Management								
	110 Project Management	12	3.18	$2,956.88	$0.00		$2,956.88	
	120 Kickoff Meeting	12	3.18	$2,755.74	$20.10		$2,775.84	$5,733
Task 200 Data Gathering								
	210 Data Gathering	11	3.18	$2,066.44	$34.00		$2,100.44	
	220 Site Visits	32	3.18	$8,042.98	$80.40		$8,123.38	$10,224
Task 300 Preliminary Evaluation								
	310 Develop Recommendation	56	3.18	$14,447.05	$0.00		$14,447.05	
	320 OPC	26	3.18	$5,693.46	$0.00		$5,693.46	
	330 Draft Memorandum	72	3.18	$14,529.19	$30.00		$14,559.19	
	340 Submittal Review and Finalization	10	3.18	$2,493.30	$50.10		$2,543.40	$37,243
	TOTAL	**231**		**$52,985.06**	**$214.60**	**$0.00**	**$53,199.66**	$53,200

TOTAL: **$53,200**

16m.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20, 2026			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Repairs for the First Presbyterian Church know as the Historical Church located at 2002 Franklin Street, Bellevue

SYNOPSIS/BACKGROUND:

Repairs and painting to the historical church will start at $45,361.03. Once reviewed a new negotiated price will be applied for additional work beyond the siding.

FISCAL IMPACT:: Up to $60,000 BUDGETED FUNDS?: CIP is for $30,000.00 GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Historical Church Repairs - First Presbyterian Church

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the work to be done by CertaPro Painters, for the First Presbyterian Church (Historical Church) in Bellevue in the amount not to exceed $60,000.

ATTACHMENTS:

1. Job Proposal
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

Jarrod Esser
6001 Chicago St
Omaha, NE 68114
(402) 493-5358

Contractor License: 24467
Full Worker's Compensation Coverage

COMMERCIAL EXTERIOR
Job #: JOB-1455-6455
Date 07/27/2025

We proudly feature Sherwin-Williams paints and stains.

JOB SITE

FirstPresbyterianBellevue2026
2002 Franklin St
Bellevue, Ne 68005
(402) 926-8552
grant.zimmer@bellevue.net

PREPARED BY

Chris Williams
Commercial Sales Associate
(531) 389-0405
chris.williams@certapro.com



CLIENT

Grant Zimmer
202 E 13th Ave
Bellevue, Ne 68005

(402) 926-8552
grant.zimmer@bellevue.net

CLIENT CONTACTS

Grant Zimmer
M: (402) 926-8552
E: grant.zimmer@bellevue.net
202 E 13th Ave
Bellevue, Ne 68005

PRICING:

Prep and Paint Front Entry and Steeple Structure	$7,532.56
Subtotal:	**$7,532.56**
Lift Rental	$11,914.47
CARPENTRY WORK - We propose to remove and replace bad lap siding around perimeter of tower. We propose to remove and replace trim boards around perimeter as needed. Spire could not be fully investigated for extents of rot/decay. This will be looked at and discussed with owners upon starting project. (This is only a budget number) Onsite walkthrough once we have siding pulled off to review the substrate will have to take place. Once reviewed a new negotiated price will be applied for additional work beyond the siding. Door on tower (Remove door, sand down, install glue and re-clamp door to close up gaps, cut out and reglue new wood where rotted.) Rear door-I still have this door option out to a couple different vendors. It is pretty rare to see a double outswing door like this. Will revise when I have more information	$25,914.00
Total:	**$45,361.03**

GENERAL SCOPE OF WORK

Notes

- All areas figured with 2 coats of premium paint
- Use Vulkem Caulk on all areas. All vertical steeple boards to be caulked
- Will re-glaze (2) eight pane windows in failing areas

Production Schedule of Job

- Snider Construction will do carpentry repairs
- After repairs Certa Pro will prime and caulk needed areas
- Building will sit for one week so building will dry and cure properly
- Certa Pro will return for paint application

INCLUDES AND EXCLUDES

INCLUDES:

- Railing(s) Metal
- Trim Facia
- Wood Siding
- Windows

EXCLUDES:

- Turf and concrete repairs due to lifts and large equipment if needed for job completion
- Stucco

16n.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 20, 2026			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Tennis Court Resurfacing Services

SYNOPSIS/BACKGROUND:

Tennis Court Resurfacing Project is to repair, renovate and the resurfacing of fifteen (15) City of Bellevue Tennis Courts. There were four (4) bids taken and Tennis Courts Unlimited was awarded this project. The grant portion of the cost will be $86,950.00 paid by (USTA) United States Tennis Associates Inc. and the City of Bellevue cost will be $106,800.00 which is a total of $193,750.00 for this project. Which will cost the City of Bellevue $7,120.00 per tennis court.

FISCAL IMPACT:: $106,800.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Tennis Courts Unlimited Inc.	INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:	Tennis Court Resurfacing Services				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	Tennis Court Resurfacing Services				
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:	10-11		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Contract between the City of Bellevue and Tennis Courts Unlimited for the Tennis Court Resurfacing Project in the amount not to exceed $106,800.00 for our portion of fifteen (15) tennis courts.

ATTACHMENTS:

1.	Contract	2.	Proposal	3.	Bid Sheet
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this **20th** day of October 2026 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and **Tennis Courts Unlimited Inc.** ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **Tennis Court Resurfacing Services** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars ($500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One hundred ninety-three thousand seven hundred and fifty dollars ($**193,750.00**) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability $1,000,000 per occurrence, $2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - $500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits $100,000, $500,000, $100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - $2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than $10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works
Attn: David Goedeken
1510 Wall Street
Bellevue, NE 68005
Phone No: (402) 293-3030

With a copy to:

Aimee Bataillon
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Tennis Courts Unlimited
1130 N 58th Rd
Nebraska City, NE 68144
Fax No.: _____

With a copy to:

_____
_____
_____
Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Dave Goedeken, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. 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, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

_____

ATTEST:

BY: _____

_____

TITLE: _____

CITY OF BELLEVUE

REQUEST FOR PROPOSAL

City of Bellevue, Nebraska
1500 Wall Street
Bellevue, Nebraska 68005

Tennis Court Resurfacing Services
RFP #202601

The City of Bellevue, a municipal corporation, is soliciting proposals for the repair, renovation and resurfacing of fifteen (15) City of Bellevue Tennis Courts.

Attached to this RFP are the listed "Instructions for Bidders/Offerors". All potential bidders must thoroughly review and certify their understanding of the instructions and this RFP process.

Key Dates

Request for Proposals issued .....September 30, 2026

Deadline for Questions to be submitted.....3:00 PM on October 08, 2026

Deadline for City's response to questions.....3:00 PM on October 12, 2026

Due date for proposals .....3:00 PM on October 13, 2026

Bid Award Notification .....3:00 PM on October 16, 2026

GENERAL INSTRUCTIONS TO BIDDERS/OFFERORS

For the purposes of this Document, the terms "Bid" and Proposal" have the same meaning, and the terms "Bidder, Offeror, Contractor, Vendor" are intended to mean the company or firm who is the respondent Bidder for this RFP.

The following instructions are to be considered an integral part of this proposal. Please submit your proposal via email to:

City of Bellevue	City of Bellevue
Jim Shada	Tahnee C. King
Jim.shada@bellevue.net	tahnee.king@bellevue.net

1. No proposal may be withdrawn or modified in any way after the bid/proposal deadline. *Quotes must remain valid for ninety (90) days after the quote date*. Quotes submitted with a less than ninety (90) day validity will be found non-responsive and will not be considered.

2. All bids/proposals must be a final cost.

3. Bids/Proposals will be received no later than 1500 hours CDT, October 13, 2026 emailed to the above referenced individuals. Proposals will be considered by the City's Parks & Recreation Department and City Legal Department and notice of award will be sent by October 16, 2026. Bids/proposals received after the above date and time will not be considered.

4. If descriptive literature is attached to the bid/proposal, bidder's name must appear on all sheets.

5. A cover letter must be attached in the form of a standard business letter containing the Contractor's name, address and telephone number and must be signed with an original signature, in ink, by an individual authorized to legally bind the Contractor. The letter must contain the following information:
    - A statement describing the Contractor's legal structure (e.g. corporation, partnership) and providing federal tax identification number and principal place of business.
    - A statement that the person signing the quote certifies that he or she is the person in the Contractor's organization who has actual authority to make decisions as to matters relating to this RFP and to bind the Contractor.
    - A statement that the quote meets the minimum qualifications set forth in this RFP and accepts all requirements and terms and conditions contained in this RFP.
    - A statement that the Contractor does not discriminate in its employment practice with regard to race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability.
    - A statement that no attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a quote.
    - A statement that indicates whether the Contractor or any of its agents has a

possible conflict of interest with any city employee involved in the RFP and any ensuing Contract(s) or any other conflict of interest and, if so, an explanation of the conflict must be given.

6. Communication: If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidder's responsibility to seek clarification immediately from the City of Bellevue No later than close of 1500 hours CDT on October 8, 2026 unless otherwise stated in the documents.
    - All questions shall be submitted via e-mail to the attention of Tahnee C. King at tahnee.king@bellevue.net
    - It shall be the bidder's responsibility to check the City's website (www.bellevue.net) for any and all addenda or modifications.
    - Under no circumstances should respondents contact City personnel or officials outside of the opportunity provided herein.

7. Proprietary Information: Any information contained in the RFP response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. The City cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will be kept confidential only to the extent allowed by law.
    - Any variation from the specifications must be clearly stated by the bidder in writing and submitted with his/her proposal.
    - The apparent silence of any specifications or any supplement specifications to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of first quality. All interpretations of this specification shall be made upon the basis of this statement.
    - The City of Bellevue reserves the right to accept, reject or waive any irregularities in the proposal and/or any and all bids received for the work contemplated herein and to accept or reject any or all proposals and/or bids. The proposal and/or bids will be compared on the basis of the total cost of the project and the award will be made to the lowest and most responsible bidder, provided the proposal and/or bid is reasonable and is in the best interest of the City (owner) to accept. In determining the lowest and most responsible the City (owner), in its sole discretion, may consider factors, including but not limited to, the bidder's work history, (including work done under other names), experience, conduct and performance on previous contracts, management skills, ability to execute the contract properly, customer satisfaction, work on comparable projects, ability to timely complete the work in accordance with the contract documents, the Bidder's financial condition and facilities, and the Bidder's compliance with federal, state, and local laws, rules, and regulations, (including but not limited to the prevailing wage laws, Occupational Safety and Health Act, and the State of Nebraska's Equal Employment Opportunity Commission requirements.

8. Insurance: The Contractor will maintain the following insurance from insurer(s) rated A- or better by A.M. Best in amounts sufficient to protect the Contractor and Owner from claims under Workers Compensation Acts and any other claims for property damage and/or bodily injury, including death, which may arise from the performance of the Work under this Subcontract, whether the Work is performed by the Subcontractor, its subcontractor, or anyone directly or indirectly employed by either of them. Limits of coverage to be as follows:

    (a) Workers' Compensation Statutory
    Employers Liability $ 1,000,000

    (b) Commercial General Liability:
    Bodily injury/property damage per occurrence $ 1,000,000
    General Aggregate $ 2,000,000
    Products/Completed Operations Aggregate $ 2,000,000

    (c) Commercial Automobile Liability:
    Combined Single Limit (including Owned, $1,000,000
    Hired, and Non-Owned Autos)

    (d) Excess/Umbrella Liability (over Employer's Liability, $ 1,000,000
    General Liability, and Auto)

    Liability policy requirements. The General Liability policy must be written on the current edition of ISO form CG 00 01 or equivalent. The policy shall have no modifications limiting coverage for contractual liability, damage to work performed by subcontractors, residential construction, earth movement, explosion, collapse, or underground damage. The policy shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects. The Owner (including its officers, directors and employees) shall be named as Additional Insured on the General Liability policy on ISO form CG 20 10 11 85 or its equivalent, affording coverage to Additional Insured(s) for claims arising out of both ongoing and completed operations. Owner shall also receive coverage as an additional insured Contractor's Auto Liability policy. Contractor's policies shall be primary insurance as respects Owner, and any other insurance policy that Owner may have in effect shall be deemed excess and not contributory. The General Liability policy affording coverage to Owner as Additional Insured must be maintained for three (3) years after completion of the project. If any of the Work is performed by subcontractors, Contractor shall be responsible for ensuring subcontractors comply with these insurance requirements and extend coverage to both Contractor and Owner as additionally insured. Proof of insurance should be included in the submitted bid documents.

9. Inspection: It is understood within this agreement that any problems such as equipment failure, unspecified maintenance, lack of performance and any other conditions outlined in the scope of service not performed by the Contractor will be under immediate review by the City of Bellevue.

10. License and Permits: It shall be the responsibility of the successful bidder to obtain all licenses and permits required to perform this service at no additional cost to the City of

Bellevue.

11. Timeline: Provide a standard timeline for installation and implementation of services.
    - Timeline should be included in bid documents.

12. As required by Nebraska Revised Statute Section 52-118, the Contractor must submit performance and payment (labor and materials) bonds for any contract with a total cost greater than $15,000. Each bond shall be issued by a corporate surety in an amount not less than the contract price at no additional cost to the City.

13. Configuration and Pricing: Bidder must itemize all charges for individually identifiable components of the proposed properties, including all associated installation, programming and training if applicable. Bidder must include charges for all components required to connect any applicable applications.

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CERTIFICATION PAGE

The undersigned on the Bid Proposal certifies that the Instructions to Bidder has been carefully examined, is thoroughly familiar with the terms and specifications applicable to and made part of this Request for Proposal and understands and is capable of meeting the provisions within to the quality, type and grade of work requested. The undersigned further certifies the prices shown in the schedule of items contained within the Proposal/Bid are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

_____
Signature

_____
Date

_____
Print Name & Title

_____
Email Address & Phone

_____
Company Name

GENERAL INFORMATION

1. The City of Bellevue, a municipal corporation, is soliciting bids for the repair and resurfacing of fifteen (15) Tennis Courts at various parks throughout the City of Bellevue.

2. The City of Bellevue invites qualified contractors to submit proposals to repair and resurface tennis courts at various park locations throughout the City of Bellevue.

3. Proposals shall be submitted in accordance with the requirements as set forth in this formal "Request for Proposals."

4. The Contract that will result from this "Request for Proposals" will include what is indicated within the "Scope of Work" of this RFP.

5. The City of Bellevue will evaluate the proposals submitted.

6. During evaluation, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Offeror, or to allow corrections of errors or omissions.

7. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between the City of Bellevue and the Contractor selected.

8. There is no expressed or implied intent or obligation for the City of Bellevue to reimburse the responding contractors for any expenses incurred in preparing proposals, as well as travel expenses during interviews in response to this Request for Proposals.

9. The City of Bellevue shall reserve the right to terminate any agreement resulting from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

10. Requests to withdraw proposals received after October 12, 2026 will not be considered.

11. All costs must be final costs and must be valid for 90 days after bid submission.

12. Contact Person/Communication: Until the receipt and opening of proposals, the proposers' principal contact with the City of Bellevue will be as previously listed. Bidders contacting other City Staff or Officials may be disqualified for doing so.

13. Proposals submitted will be evaluated by the City.

14. The evaluation factors considered in the selection process will weigh heavily into the City's decision-making process. These evaluation factors include the contractor's timeline, costs, and fulfillment of requested project elements.

SCOPE OF WORK

1. The contractor shall provide all labor and materials to properly complete the specified work.
2. The contractor shall remove and properly dispose of all spoils.
3. Work must be scheduled in advance with Jim Shada, Parks & Recreation Director.
4. Clean and prepare surface for color coating.
5. Remove/grind existing patchwork and properly prep all cracks and low-laying spots for repair.
6. Route, clean and fill all structural cracks and level low-laying spots to create a uniform, flat surface throughout. Cracks should be filled with an epoxy-based crack filler before being resurfaced.
7. Install one coat of Plexipave sports coatings acrylic resurfacer to manufactures specifications.
8. Install two coats of Plexipave sports coatings color to manufactures specifications.
9. Stripe new white lines for tennis and blended lines for 30' and 60' courts by applying two coats of specified acrylic color coat.
10. Remove and dispose of the existing net posts foundations and anchors.
11. Supply and install new net systems with aluminum ground sleeves. Posts must be black in color.
12. Provide one-year warranty on workmanship and material.

REQUIRED DOCUMENTS & FORMAT FOR PROPOSALS

Submit the following required documents:

1. Business cover letter with required statements outlined in the "general instructions to bidder/offerors" section.
2. Proof of insurance
3. Reference list (at least 3 references for which you have performed similar work)
4. Proposed timeline including approach to work.
5. Warranties and guarantees for work and material
6. Non-Collusion Statement
7. Subcontractor list (if subcontractor is being used)
8. Completed certification page
9. Cost broken down by park location. (Labor Cost, Material Cost, Total Cost)
10. Itemized material list including product name and manufacturer

The City of Bellevue has fifteen (15) tennis courts throughout various parks within the City. When submitting your proposal please organize costs by park location as provided below.

1. Lakewood Villages Park-12101 Timberridge Dr. Bellevue, Ne 68133 - 2 Courts
   26NE33793
2. Sorensen Park -2602 Sidney St. Bellevue, Ne 68005 -2 Courts
   26NE33794
3. Everett Park -1501 Betz Rd. Bellevue, Ne 68005 -2 Courts
   26NE33795
4. Aspen Park - 5301 Aspen Dr. Bellevue, Ne 68157 - 2 Courts
   26NE33796
5. Stonecroft Park -2400 Lynnwood Dr. Bellevue, Ne 68123 -2 Courts
   26NE33797
6. Mccann Park - 609 Marian Ave Bellevue, Ne 68005 -2 Courts
   26NE3379
7. Goldenrod Park -8201 S 42nd St. Bellevue, Ne 6814 7 - 1 Court
   26NE33799
8. Haworth Park -800 E Mission Ave Bellevue, Ne 68005 -2 Courts
   26NE33800

Legal Notice to Proposers

CITY OF BELLEVUE

Tennis Court Resurfacing Services

RFP #202601

Notice is hereby given that the City of Bellevue is soliciting bids for RFP #202601 Tennis Court Resurfacing Services. Bids will be accepted Electronically until **3:00 P.M. on October 13, 2026** which may be amended by addendum issued by the City. All untimely Bids will not be considered. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bidders will be notified on or before October 16, 2026, of award.

DESCRIPTION: The City of Bellevue is soliciting Bids for the purpose of resurfacing fifteen (15) tennis courts throughout various location within the City of Bellevue.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Bellevue, Nebraska and all Bids will be evaluated in accordance with the provisions thereof.

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from City of Bellevue website at www.bellevue.net All questions shall be directed in writing to Tahnee King, tahnee.king@bellevue.net.

All Bidders are required to complete and submit all documents as required by the solicitation.

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the City Clerk of Bellevue and to enter into a contract for services with the City of Bellevue .

No Bids received after the time and date specified for the opening will be considered.

The City of Bellevue , Nebraska reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be submitted electronically to the Tahnee King, tahnee.king@bellevue.net with subject line "RFP #202601 TENNIS COURT RESURFACING SERVICES."

[Remainder of this page left intentionally blank]

10-12-26

To: City of Bellevue

Statement Letter:

1. Tennis Courts Unlimited Inc. is a Nebraska Corporation. ID # 61-1547926
2. Chan Laurent is the president and contact person on this project.
3. This quote meets the minimum qualifications set forth in the RFP.
4. Tennis Courts Unlimited Inc. does not discriminate in its employment practice withregard to race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability.
5. No attempt has been made or will be made by Tennis Courts Unlimited to induce any other person or firm to submit or not submit a quote.
6. Tennis Courts Unlimited does not have any conflict of interest related to this quote.

Chan Laurent

President, Tennis Courts Unlimited Inc.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2026

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 State Farm JON BERGMEIER 1240 N WASHINGTON ST STE B PAPILLION, NE 68046-3077	CONTACT NAME: JON BERGMEIER PHONE (A/C, No, Ext): 402-339-3555 FAX (A/C, No): 402-339-1986 EMAIL ADDRESS: jon@jonbergmeier.com
INSURED TENNIS COURTS UNLIMITED, INC. 1130 N 58TH RD NEBRASKA CITY NE 68410-6140	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Fire and Casualty Company — 25143 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	97-EE-3648-3	05/01/2026	05/01/2027	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 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	1403715-F13-27 1373162-E13-27C	06/13/2026 05/13/2026	06/13/2027 05/13/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	97-BU-K963-3	12/16/2025	12/16/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	97-EE-3667-3	05/01/2026	05/01/2027	[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

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

The City of Bellevue is listed as an additional insured on the primary and noncontributory basis with respects to the general liability, auto liability an umbrella liability for the work performed under contract by the named insured. A waiver of subrogation applies to the general liability workers' compensation policies in favor of the City of Bellevue.

CERTIFICATE HOLDER

City of Bellevue
1500 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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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CERTIFICATION PAGE

The undersigned on the Bid Proposal certifies that the Instructions to Bidder has been carefully examined, is thoroughly familiar with the terms and specifications applicable to and made part of this Request for Proposal and understands and is capable of meeting the provisions within to the quality, type and grade of work requested. The undersigned further certifies the prices shown in the schedule of items contained within the Proposal/Bid are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

Chan Laurent

Signature

10-12-20

Date

Chan Laurent President

Print Name & Title

Chanlaurent@yahoo.com 402-618-2534

Email Address & Phone

Tennis Courts Unlimited Inc.

Company Name

Tennis Courts
UNLIMITED INC

CHAN LAURENT

402-618-2534
Chanlaurent@yahoo.com

References:

City of Waverly, Ne Clayton Hufford Park director 402-613-8707

City of Norfolk, Ne Krystal Schaaf Recreation 402-981-5848

City of Grand Island, Ne Todd McCoy 308-379-1242

Thank you, Chan Laurent

402-873-6334
1130 N. 58th Road - Nebraska City, NE 68410

Tennis Courts
UNLIMITED INC

CHAN LAURENT

402-618-2534
Chanlaurent@yahoo.com

Proposed time line: Six week project, estimated start date of April 15, 2027

Cost break down :

Lakewood village park	labor 11,250.00	material 11,250.00	Total: $22,500.00
Sorenson park	labor 13,350.00	material 13,350.00	Total: $26,700.00
Everett park	labor 11,250.00	material 11,250.00	Total: $22,500.00
Aspen park	labor 14,250.00	material 14,250.00	Total: $28,500.00
Stonecroft park	labor 11,250.00	material 11,250.00	Total: $22,250.00
McCann park	labor 11,850.00	material 11,850.00	Total: $23,700.00
Goldenrod park	labor 8,350.00	material 8,350.00	Total: $16,700.00
Hayworth park	labor 15,450.00	material 15,450.00	Total: $30,900.00

193,750

Thank you, Chan Laurent

402-873-6334
1130 N. 58th Road Nebraska City, NE 68410

Tennis Courts
UNLIMITED INC

CHAN LAURENT

402-618-2534
Chanlaurent@yahoo.com

10-12-26

To: City of Bellevue

Re: Tennis courts at Lakewood village park 2- courts

Renovation procedures.

1. Clean and prepare surface for color coating. (power wash)
2. Fill all cracks with court patch binder and sand smooth.
3. Install one coat of acrylic resurface.
4. Install two coats of Plexipave sports coatings color to manufactures specifications. (one color)
5. Stripe new lines for tennis and blended lines for 30' and 60' courts.
6. A one year warranty on workmanship and material.

Total Cost: $22,500.00

Thank you, Chan Laurent

402-873-6334
1130 N. 58th Road - Nebraska City, NE 68410

Tennis Courts
UNLIMITED INC

CHAN LAURENT

402-618-2534
Chanlaurent@yahoo.com

10-12-26

To: City of Bellevue

Re: Tennis courts at Sorenson park 2-courts

Renovation procedures.

1. Clean and prepare surface for color coating. (power wash)
2. Fill all cracks with court patch binder and sand smooth.
3. Remove existing net post and footing and install New Edwards net post with sleeve in a new concrete footing.
4. Install one coat of acrylic resurface.
5. Install two coats of Plexipave sports coatings color to manufactures specifications. (one color)
6. Stripe new lines for tennis and blended lines for 30' and 60' courts.
7. A one year warranty on workmanship and material.

Total Cost: $26,700.00

Thank you, Chan Laurent

402-873-6334
1130 N. 58th Road • Nebraska City, NE 68410

Tennis Courts
UNLIMITED INC

CHAN LAURENT
402-618-2534

10-12-26

To: City of Bellevue

Re: Tennis courts at Everett park 2- courts

Renovation procedures.

1. Clean and prepare surface for color coating. (power wash)
2. Fill all cracks with court patch binder and sand smooth.
3. Install one coat of acrylic resurface.
4. Install two coats of Plexipave sports coatings color to manufactures specifications. (one color)
5. Stripe new lines for tennis and blended lines for 30' and 60' courts.
6. A one year warranty on workmanship and material.

Total Cost: $22,500.00

Thank you, Chan Laurent

Chanlaurent@yahoo.com
1130 N. 58th Road • Nebraska City, NE 68410

Tennis Courts
UNLIMITED INC

CHAN LAURENT

402-618-2534
Chanlaurent@yahoo.com

10-12-26

To: City of Bellevue

Re: Tennis courts at Aspen park 2 - courts

Renovation procedures.

1. Clean and prepare surface for color coating. (power wash)
2. Fill all cracks with court patch binder and sand smooth.
3. Remove existing net post and footing and install New Edwards net post with sleeve in a new concrete footing.
4. Install one coat of acrylic resurface.
5. Install two coats of Plexipave sports coatings color to manufactures specifications. (one color)
6. Stripe new lines for tennis and blended lines for 30' and 60' courts.
7. A one year warranty on workmanship and material.

Total Cost: $28,500.00

Thank you, Chan Laurent

402-873-6334
1130 N. 58th Road - Nebraska City, NE 68410

Tennis Courts
UNLIMITED INC

CHAN LAURENT

402-618-2534
Chanlaurent@yahoo.com

10-12-26

To: City of Bellevue

Re: Tennis courts at Stonecroft park 2 - courts

Renovation procedures.

1. Clean and prepare surface for color coating. (power wash)
2. Fill all cracks with court patch binder and sand smooth.
3. Install one coat of acrylic resurface.
4. Install two coats of Plexipave sports coatings color to manufactures specifications. (one color)
5. Stripe new lines for tennis and blended lines for 30' and 60' courts.
6. A one year warranty on workmanship and material.

Total Cost: $22,500.00

Thank you, Chan Laurent

402-873-6334
1130 N. 58th Road - Nebraska City, NE 68410

Tennis Courts
UNLIMITED INC

CHAN LAURENT

402-618-2534
Chanlaurent@yahoo.com

10-12-26

To: City of Bellevue

Re: Tennis courts at McCann park 2 - courts

Renovation procedures.

1. Clean and prepare surface for color coating. (power wash)
2. Fill all cracks with court patch binder and sand smooth.
3. Install one coat of acrylic resurface.
4. Install two coats of Plexipave sports coatings color to manufactures specifications. (one color)
5. Stripe new lines for tennis and blended lines for 30' and 60' courts.
6. A one year warranty on workmanship and material.

Total Cost: $23,700.00

Thank you, Chan Laurent

402-873-6334
1130 N. 58th Road - Nebraska City, NE 68410

Tennis Courts
UNLIMITED INC

CHAN LAURENT

402-618-2534
Chanlaurent@yahoo.com

10-12-26

To: City of Bellevue

Re: Tennis courts at Goldenrod park 1-court

Renovation procedures.

1. Clean and prepare surface for color coating. (power wash)
2. Fill all cracks with court patch binder and sand smooth.
3. Remove existing net post and footing and install New Edwards net post with sleeve in a new concrete footing.
4. Install one coat of acrylic resurface.
5. Install two coats of Plexipave sports coatings color to manufactures specifications. (one color)
6. Stripe new lines for tennis and blended lines for 30' and 60' courts.
7. A one year warranty on workmanship and material.

Total Cost: $16,700.00

Thank you, Chan Laurent

402-873-6334
1130 N. 58th Road - Nebraska City, NE 68410

Tennis Courts
UNLIMITED INC

CHAN LAURENT

402-618-2534
Chanlaurent@yahoo.com

10-12-26

To: City of Bellevue

Re: Tennis courts at Hayworth park 2 - courts

Renovation procedures.

1. Clean and prepare surface for color coating. (power wash)
2. Fill all cracks with court patch binder and sand smooth.
3. Remove existing net post and footing and install New Edwards net post with sleeve in a new concrete footing.
4. Install one coat of acrylic resurface.
5. Install two coats of Plexipave sports coatings color to manufactures specifications. (one color)
6. Stripe new lines for tennis and blended lines for 30' and 60' courts.
7. A one year warranty on workmanship and material.

Total Cost: $30,900.00

Thank you, Chan Laurent

402-873-6334
1130 N. 58th Road • Nebraska City, NE 68410

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: RESURFACING OF TENNIS COURTS (15)
DATE: 10/16/2026
TIME: 3:00 p.m.

TENNIS COURTS UNLIMITED	**$193,750.00**	**N/A**	**N/A**
ENDURANCE SPORTS LLC	**$360,061.30**	**N/A**	**N/A**
MCCONNELL & ASSOCIATES	**$551,669.00**	**N/A**	**N/A**
SPORT SURFACE PROS, LLC	**$150,000.00**	**N/A**	**N/A**

16o.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/20/2026			SUBMITTED BY: Harrison Johnson		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	✔	OTHER	☐

SUBJECT:

Whitewater Change Order Mattel Design and Fabrication

SYNOPSIS/BACKGROUND:

This item pertains to change orders for Whitewater for Mattel design and fabrication of the Wonder Water Park Slide Package. Specifically, Colouring, Theming, and Painting of Fiberglass Steel, as well as, fabrication of Mattel approved slide design.

FISCAL IMPACT:: $546,435 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: White Water INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Change Order

CONTRACT EFFECTIVE DATE: 10/20/2026 CONTRACT TERM: Until Completed CONTRACT END DATE: Until Completed

PROJECT NAME: Bellevue Water Park Project.

START DATE: 10/20/2026 END DATE: 10/20/2026 PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

1. Change Order 1 & 2	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

WHITEWATER.
EST. 1980

To:	Change Order No.	01
City of Bellevue (C004296)	Date:	17 September 2026
1500 Wall Street	Project No:	48542
Bellevue, NE 68005 USA	Project Name:	Bellevue Indoor Waterpark
ATTN: Harrison Johnson		
	Date of Contract:	November 29, 2024
Client's Contract No.		

We hereby agree to make the change(s) specified below:

- Wave pool increase in size from 13m to 25m

This Change also incorporates a Delay to Schedule as follows:

- No change to schedule

Note: This Change Order conforms and becomes part of the existing contract. We hereby make the change(s) above at this price:	**Change Order 01:**	**$ 108,706.00 USD**
Authorizing Signature (WhiteWater West Industries Ltd.):	**Original Contract Value:**	**$8,607,254.00 USD**
Name: Emily Colombo **Date: September 17, 2026**	**Revised Contract Value:**	**$8,715,960.00 USD** **+ Applicable taxes**

ACCEPTED – The above pricing and specifications are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise noted.

_____
Date of Acceptance

_____
Authorizing Signature (Owner or Owner Rep)

_____
Name (Print)

Vancouver Head Office
180 - 6651 Fraserwood Place
Richmond, BC - V6W 1J3
Canada

+1 604 273 1068
hello@whitewaterwest.com
whitewaterwest.com

WHITEWATER.
EST. 1980

To:	Change Order No.	02
City of Bellevue (C004296)	Date:	17 September 2026
1500 Wall Street	Project No:	48542
Bellevue, NE 68005 USA	Project Name:	Bellevue Indoor Waterpark
ATTN: Harrison Johnson		
Client's Contract No.	**Date of Contract:**	November 29, 2024

We hereby agree to make the change(s) specified below:

- Group A – FRP replacement, standard AQT & custom AQT additions, re-colouring BOMs, custom AQT design, steel paint re-procurement ($353,148.00 USD)
- Group R – Custom AQT addition & design, re-colouring BOMs, re-theming design, re-painting steel ($84,581.00 USD)

This Change also incorporates a Delay to Schedule as follows:

- Schedule TBD

Note: This Change Order conforms and becomes part of the existing contract. We hereby make the change(s) above at this price:	**Change Order 02:**	**$437,729.00 USD**
Authorizing Signature (WhiteWater West Industries Ltd.):	**Original Contract Value:**	**$8,607,254.00 USD**
	Change Order 01:	**$ 108,706.00 USD**
Name: Emily Colombo	**Revised Contract Value:**	**$9,153,689.00 USD**
Date: September 17, 2026		**+ Applicable taxes**

ACCEPTED – The above pricing and specifications are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise noted.

_____
Date of Acceptance

_____
Authorizing Signature (Owner or Owner Rep)

_____
Name (Print)

Vancouver Head Office
180 - 6651 Fraserwood Place
Richmond, BC - V6W 1J3
Canada

+1 604 273 1068
hello@whitewaterwest.com
whitewaterwest.com

~~ltt~~ 16p.
10/20/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/20/2026			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	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Jeff Christensen	11040 "U" Street	Omaha	NE	D0004719505	1315 Bluff Street	10/15/2026	10/16/2026	10/20/2026	
Jeffrey Nazeck	1410 Franklin Street	Bellevue	NE	D0004482911	Nazeck Addition - Parcel # 011596100	10/19/2026	10/19/2026	10/20/2026	