Bellevue City Council Meeting
Tuesday, November 3, 2026 4:30 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers and copies are available on the back table.
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
    a. Approval of the Agenda
    b. Approval of the Consent Agenda ***(Items marked with an (*) are approved where this item is, unless otherwise removed)***
        1. * Approval of the October 20, 2026 City Council Minutes.
        2. * Acknowledge receipt of October 22, 2026 Planning Commission Minutes.
6. APPROVAL OF CLAIMS: November 3, 2026
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
    a. * Recommend appointment of Sarah Dighans to the Bellevue Library Advisory Board to serve the remaining term of Erin Holmes, ending June 2029. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd 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)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
    a. Ordinance No: 4235: Request to amend Sections 2.19, 5.05, 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to add a definition for "Private Communications Utility" and provide for this as a use in the AG, FX, ML, and MH zoning districts. Applicant: Middle Mile Infrastructure. (Planning Director)
    b. Ordinance No. 4236: Request to amend Sections 2.07 and 5.28, City of Bellevue Zoning Ordinance, to add a definition of "data center," and to allow data centers within the MH zoning district as a permitted use. Applicant: City of Bellevue. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
    a. Approve the Event License Application for the Bellevue Chamber of Commerce for the Annual Veterans Day Parade to be held on Saturday, November 7, 2026 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.) (City Clerk)
15. RESOLUTIONS:
    a. Resolution No. 2026-23: Request to approve a trail expenditure for Sanitary and Improvement District (SID) No. 353, Alta Collina, in an amount not to exceed $357,585.77 and authorize the Mayor to sign. (Planning Director)
    b. Resolution No. 2026-24: Request to rescind Resolution No. 2022-15 passed on June 21,

2022 approving a Tax Increment Financing (TIF) Redevelopment Agreement with Elevate Lofts, LLC. (Planning Director)

c. Resolution No. 2026-25: Request to approve a trail expenditure for Sanitary and Improvement District (SID) No. 310, Liberty, in an amount not to exceed $1,114,706.50. (Planning Director)

d. Resolution No. 2026-26: Authorize the City of Bellevue's participation in the national opioid settlement with Albertsons Companies, Inc. and authorize the Mayor to sign. (Legal/Police Chief)

e. Resolution No. 2026-27: Authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2026, verifying Bobby Joseph Riggs as the City Street Superintendent from January 1, 2026 to December 31, 2026. (City Clerk)

16. CURRENT BUSINESS:

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

b. Approve and authorize the purchase of ten (10) Stalker radar kits from Stalker Radar Applied Concepts, in an amount not to exceed $35,460.00. (Police Chief/Lt. Hoffman)

c. Approve and authorize the Mayor to sign the Health Care Provider Agreement with the New York Blood Center dba Nebraska Community Blood Bank to provide blood products to the Bellevue Fire Department for use on critical patients. (Fire Chief Guido)

d. Approve and authorize the Mayor to sign Change Order #1 with Stanek Industries LLC for Willow Springs Concrete Project Package 1 for additional more complex work, in an amount not to exceed $80,662.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Proposal with Ken Brooke Roofing, Inc. to re-roof Goldenrod Parks Facility Shop, in an amount not to exceed $47,000.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the Proposed Project Agreement with Cerris Systems to install a HVAC unit for District 3 Fire Station, in an amount not to exceed $41,901.00. (Public Works District)

g. Approve and authorize the Mayor to sign the Proposal and Waiver with OPPD for a temporary loop connection for the Bellevue Bay Entertainment District, in an amount not to exceed $10,368.00. (Public Works Director)

h. Approve and authorize the Mayor to sign the Proposal from Prairie Mechanical Corp. for a mini split at District 3 Fire Station, in an amount not to exceed $91,250.00. (Public Works Director)

i. Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certification in an amount not to exceed $307,019.00 and submit to HUD. (Finance Director/CDBG Program Specialist)

j. Approve the South 36th Street LLC environmental review record and authorize the Mayor to sign the 7015.15 to HUD by the Bellevue Housing Authority. (Finance Director/CDBG Program Specialist)

k. Approve and authorize the Mayor to sign HUD Form 7015.15, Request for Release of Funds for the Wilshire project by the Bellevue Housing Authority. (Finance Director/CDBG Program Specialist)

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
11/3/2026

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on October 20, 2026 at 6:00 p.m. Present were Council Members Rich Casey, Don Preister, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: Kathy Welch.

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

Notice of this meeting was given in advance thereof by publication in the 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. Reverend Margaret Brack, Church of the Holy Spirit, 1305 Thomas 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 the table outside of the chambers.

APPROVAL OF THE AGENDA:

Motion was made by McCaw, seconded by Casey, to amend the agenda by moving item 11c. immediately after item 18a. Roll call vote to approve the amendment was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: Burns; absent: Welch. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Casey, to approve the consent agenda consisting of the following item: Acknowledge receipt of the September 8, 2026 Tree Board Minutes; Approval of the October 6, 2026 City Council 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: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

APPROVAL OF CLAIMS:

Motion was made by Preister, seconded by McCaw, to approve October 20, 2026 Claims. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

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)

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 of the request.

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

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)

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 of the request.

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

ORDINANCES FOR ADOPTION: (3rd 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 third and final time.

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

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 postponed.

Motion was made by McCaw, seconded by Collins, to postpone 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 to December 1, 2026 allowing the Legal Department time to conduct further legal analysis of amendments. Roll call vote to approve the motion was as follows:Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (2nd 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 second time and 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 of the ordinance.

Mayor Hike stated the third reading will be heard at the Council meeting on November 3, 2026 at 4:30 p.m.

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 second time and 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 of the ordinance.

Mayor Hike stated the third reading will be heard at the Council meeting on November 3, 2026 at 4:30 p.m.

ORDINANCES FOR INTRODUCTION (1st reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

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)

Mr. Wayne Mortensen, 8551 Lexington Avenue, Lincoln, Nebraska, Vice President of Development for Excel Development Group. The intent of the project is a mixed income residential community with affordable housing opportunities. He mentioned that without TIF, this project would not be achieved.+

Ms. Alison Janecek Borer, Cline Williams Wright Johnson & Oldfather, 233 S. 13th Street, Suite 1900, Lincoln, Nebraska, was present on behalf of the applicant. The site consists of approximately 15 acres of vacant and undeveloped land. There are currently no roads or utility infrastructure. The proposed development would include approximately 140 mixed-income residential dwelling units. The development will provide homes for approximately 546 residents, green space, playground, fruit orchards, and walking paths. There will also be 346 parking spaces. The project will extend 9th Street and 10th Street to the north up to Kasper Street, creating two new entrances. It is anticipated construction will begin in Spring 2027, with homes being constructed in phases over three years. The total TIF request is for $5,454,752. The applicant is estimating the full buildout to be over $44 million. The project meets the requirements of the community development law.

Councilman Casey questioned if a traffic study has been done for Kasper Street and the general area.

Mrs. Tammi Palm, Planning Director, replied yes. The traffic study has been completed and reviewed by staff. The study will be part of the preliminary plat and zoning request.

Councilman Casey questioned if the extension is for Kasper Street to the west. Mrs. Palm replied no, it is going to extend the streets through the Avery Subdivision, to the south, connecting to Kasper Street.

Councilman Preister commented there is limited ingress/egress. Kasper will have two access roads, but the area is still very limited. He has concerns with future traffic congestion.

Mrs. Palm explained the engineers have looked at the traffic study and there are no concerns. There are 140 units in this development. The traffic study considered the peak traffic times, and traffic generated from the high school. Staff is confident it will work for the area. Conversation ensued.

Councilwoman Collins mentioned she has received calls with people stating they have concerns with traffic and speeding in the area.

Mr. Curt Caldwell, 1229 Millwork Avenue, Chief Operating Officer, Habitat for Humanity of Omaha, mentioned Habitat has owned the property for a few years. They have families interested in home ownership and believe there will be significant demand. They have at least 40 interested families.

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

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

CURRENT BUSINESS:

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)

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

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)

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

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)

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

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)

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

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)

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

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)

Motion was made by McCaw, seconded by Casey, to 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.

Councilman Preister explained the process of the replacement of vehicles.

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

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)

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

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

Motion was made by Casey, seconded by Preister, to approve and authorize the Mayor to sign the Participating Agency Agreement for participation in Nebraska Task Force One. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

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)

Motion was made by Collins, seconded by McCaw, to 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.

Councilman Preister mentioned he didn't see any bid notices in the packet. He requested the bid process and an explanation if the cooling tower replacement is for the entire system.

Mr. Jim Ristow, City Administrator, advised there were two bids and the accepted one is $30,000 less. Secondly, the replacement is for the entire cooling tower and the life span is 12-15 years. Discussion followed.

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

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)

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

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)

Motion was made by Collins, seconded by McCaw, to 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.

Councilman Casey what the estimated guess for the install of the traffic signal would be. Mrs. Palm replied prior to when the waterpark is opened.

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

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)

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

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)

Motion was made by Collins, seconded by Casey, to 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.

Councilman Preister made comments regarding the repairs to the church in the past and the bid process. He is hoping the repairs will last longer this time. Mr. Ristow explained only one bid was received. He advised the last repair was to the steeple.

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

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)

Motion was made by Preister, seconded by McCaw, to 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).

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

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)

Motion was made by Casey, seconded by Preister, to 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.

Councilman Preister requested Mr. Johnson to provide an update.

Mr. Harrison Johnson, Director of Economic and Community Development, explained several different Mattel themes will be represented. He stated Barbie, Hot Wheels, Rock 'Em Sock 'Em Robots, UNO, Magic 8 Ball, and Fisher Price will be featured. He presented renderings of the themes in the waterpark. Discussion followed.

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

ADMINISTRATION REPORTS:

Comments must be limited to items on the current Reports **(October report will be attached to November 3rd Council Packet)**

CLOSED SESSION:

Mayor Hike stated there is a request to go into Closed Session on discussion on Legal and Personnel Matters. Mayor Hike pointed out after Closed Session the City Council will speak on item 11c.

Motion made by McCaw, seconded by Collins, moved that the City Council go into Closed Session at this time for the protection of the public interest. The subject matter to be discussed in closed session includes Legal and Personnel Matters regarding item 11c. The following individuals will be included in the portion of the closed session: Mayor Rusty Hike, Jim Ristow, Thomas Burns, Rich Casey, Julie Collins, Jerry McCaw, Don Preister, Aimee Bataillon, and Tahnee King.

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

At 6:53 p.m. the Council went into closed session, which took place in Council Chambers. Matters to be discussed in closed session shall be limited to Legal and Personnel matters, for the protection of public interest.

Mayor stated it was now 7:40 p.m. and a motion has been made by Burns, seconded by Preister, to come out of Closed Session and reconvene back into Open Session. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Consider a motion to override the mayor's veto of Ordinance No. 4222. (Councilman Burns)

Motion made by Burns, seconded by Preister, to override the mayor's veto of Ordinance No. 4222.

Councilman McCaw requested clarification on the vote by questioning if a yes vote overrides.

Ms. Aimee Bataillon, City Attorney, advised a yes vote, if there are four voting members, will override the Mayor's veto. A no vote means the vote would fail and there would be no change to Ordinance No. 4222.

Councilman McCaw questioned if a no vote would take the ordinance back to the way it was before and a yes vote would be what was voted on two weeks ago. Discussion followed.

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

ADJOURNMENT:

There being no further business coming before the Council at this time, on motion by Burns, seconded by Collins, the meeting was adjourned at 7:57 p.m.

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

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 20, 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.

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Susan Kluthe, City Clerk

MINUTE RECORD

The Bellevue Planning Commission held a regular meeting on Thursday, October 22, 2026, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Ackley, Hankins, Yoder, Herall, and Aerni. Absent were Commissioners Taylor-Jones, Bennett, Burmeister, and Lasenburg. Also present was Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Ackley, seconded by Aerni, to approve the minutes of the September 24, 2026, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to small subdivision plat Lots 1 and 2, Southroads Technology Park Replat 1, being a replat of Lot 1, Southroads Technology Park; and site plan approval for Lot 1, Southroads Technology Park Replat 1, for the purpose of a performance training facility. Applicant: Southroads Technology Park Condominium Association, LLC. General location: 1001 Fort Crook Rd N.

Hankins asked staff for updates. Palm stated there were no updates and gave a summary of the request. Palm explained the proposal involves an existing building and associated infrastructure and does not include any new construction. The subject property is located within the Southroads Technology and Education Park, which currently consists of several platted lots. The applicant is seeking a small subdivision plat to create a separate lot for the building located at the northeast corner of the development. Palm noted the building was most recently used as an auto repair business. The proposed use is a performance training facility where athletes would come for scheduled training sessions. She clarified the facility would not operate as a traditional gym but rather would offer appointment-based classes. Staff is supportive of the request for the small subdivision plat and the associated site plan approval. The site plan is required due to the General Business-Planned Center Overlay (BG-PCO) zoning, as the Planned Center Overlay necessitates site plan review. Palm stated the development is unique with respect to parking because of the -PCO overlay and the number of existing uses within the area. The applicant has executed a declaration of parking easement to ensure adequate parking availability. While some parking will be provided on the new lot, additional parking will be provided through the dedicated easement serving the development. Palm stated staff is recommending approval of the request.

Tari Asche, 1001 Fort Crook Rd N, Bellevue, Nebraska, introduced herself as the applicant. She stated there is ample parking available on the east side of the building for Cornerstone Christian School, and that the rear parking lot contains approximately 238 stalls available for tenant use.

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

Aerni asked staff whether a building permit process would be required following approval. Palm confirmed that it would. Aerni then asked whether re-striping of parking stalls would be included in that process. Palm stated that re-striping, along with any other necessary site improvements, would be reviewed as part of the building permit.

Hankins asked about the anticipated timeframe for the project. Eric Poutre, 201 Sunburst Circle, Plattsmouth, Nebraska, was present on behalf of the applicant. He stated the ideal timeframe for project completion would be within three months.

MINUTE RECORD

MOTION was made by Ackley, seconded by Yoder to recommend APPROVAL of a request to small subdivision plat Lots 1 and 2, Southroads Technology Park Replat 1, being a replat of Lot 1, Southroads Technology Park; and site plan approval for Lot 1, Southroads Technology Park Replat 1, for the purpose of a performance training facility. Applicant: Southroads Technology Park Condominium Association, LLC. General location: 1001 Fort Crook Rd N. APPROVAL based upon lack of perceived negative impact upon the surrounding area and conformance with the Zoning Ordinance and Comprehensive Plan. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on November 17th, 2026.

PUBLIC HEARING was held on request to amend Sections 2.19, 5.05, 5.26, 5.27, and 5.28, Zoning Ordinance, to add a definition for "Private Utility" and provide for this as a use within the AG, FX, ML, and MH zoning districts. Applicant: Middle Mile Infrastructure.

Hankins asked staff for updates. Curry stated there were no updates and gave a summary of the request. Curry explained the request is a text amendment submitted by Middle Mile Infrastructure to modify the zoning ordinance by establishing a definition for "private utility" and allowing such utilities within the Agricultural (AG), Flex Space (FX), Light Manufacturing (ML), and Heavy Manufacturing (MH) zoning districts. She noted the zoning ordinance currently recognizes public utility transmission facilities but does not clearly define privately owned or operated facilities. Planning staff reviewed regulations from several nearby jurisdictions, including Papillion, La Vista, Gretna, Grant, Sarpy County, Nebraska, and Cedar Rapids, Iowa. Most jurisdictions reference public utilities but do not separately define private utility facilities. Curry stated the applicant provided a proposed definition for private utility, which reads: "Private Utility shall mean a building, structure, or facility owned or operated by a private utility or service provider and used for the transmission, distribution, operation, or support of communications utility services. Such facilities include, but are not limited to, utility equipment buildings, communications facilities, fiber amplification huts, and similar communications utility facilities. Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts".

Curry noted that the Planning Department is generally supportive of the proposed definition but recommends revising it for clarity. The staff-recommended definition would read: "Private Communications Utility shall mean a privately owned or operated building, structure, or facility primarily used for the transmission, distribution, operation, or support of communications utility services. Such facilities may include fiber optic amplification huts, communications equipment shelters, and similar supporting infrastructure. Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts". Curry stated the Planning Department recommends these facilities be allowed as a conditional use rather than a permitted use, similar to regulations for communication towers and associated equipment. Requiring a conditional use permit would allow greater oversight through the Planning Commission and City Council review processes, enabling evaluation of size, compatibility, and impacts on surrounding land uses. Staff believes the additional review is necessary to prevent an overconcentration of private communication utilities in locations that may have greater economic development potential. Planning staff therefore recommends approval of the text amendment with a definition specific to communications utilities and with the use listed as conditional rather than a permitted use in the AG, FX, ML, and MH districts.

Michael McIntire, 9730 NW Overhill Dr, Kansas City, MO, was present on behalf of the applicant. He stated he is with AECOM, representing Middle Mile Infrastructure in permitting and building design matters. McIntire stated he is generally in agreement with staff's recommendations, with the exception of the use being listed as conditional in the ML district. He noted that data centers are being proposed as a permitted use in the MH district, and if such uses are allowed by right, he believes private communication utility facilities should also be permitted. He added that if the city feels the use requires additional oversight, then data centers should also require conditional use approval for consistency. McIntire stated the applicant agrees with requiring a conditional use in the AG and FX districts, especially when located near residential areas, but believes uses within ML and MH districts are typically located away from neighborhoods and could appropriately be permitted by right, with remaining oversight occurring through the site plan and building permit processes.

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

Ackley asked staff about the definition provided by the applicant. He noted that the final sentence of the applicant's definition clearly establishes that such facilities would not function as office buildings,

emphasizing they are generally unstaffed structures. Ackley expressed concern that the staff-recommended version omits this clarification and could allow someone to claim office use under the revised definition. He suggested adding back the final sentence from the applicant's language, which reads: "Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts." Ackley stated this would prevent office uses from being located in zoning districts where they may not be appropriate. Palm agreed with this amendment.

Yoder commented that although the applicant requested the use be permitted by right, he agrees with staff that it should be a conditional use. He noted that along Fort Crook Road, several ML and MH districts directly abut residential areas. Palm confirmed this, adding that many smaller ML and MH properties exist along arterial corridors. Yoder stated that portions of the corridor already have a significant number of gravel lots. Palm further noted that portions of northwest Bellevue include non-conforming ML-zoned land adjacent to older residential neighborhoods, with some undeveloped parcels that could be impacted. Aerni asked whether the applicant could provide examples of similar facilities in the area. McIntire responded that most facility locations are private and he could not disclose this information, but these types of facilities exist across the United States and are commonly regulated under public utility provisions because they are telecommunications uses similar to AT&T or fiber providers. He explained they are privately operated to avoid Federal Communications Commission (FCC) purview and may lease fiber capacity to other providers who must comply with federal regulations. Palm added the appearance of such facilities is generally similar to the equipment shelters associated with cell towers, to include small, unstaffed buildings with fencing and occasional maintenance activity, but she is not aware of others locally. Aerni noted that an OPPD substation is somewhat comparable. Palm agreed but clarified that substations are public utilities.

MOTION was made by Yoder, seconded by Herall, to recommend APPROVAL for 'Private Communications Utility' as a conditional use in the AG, FX, ML, and MH zoning districts, with the amended definition: "PRIVATE COMMUNICATIONS UTILITY shall mean a privately owned or operated building, structure, or facility primarily used for the transmission, distribution, operation, or support of communications utility services. Such facilities may include fiber optic amplification huts, communications equipment shelters, and similar supporting infrastructure. Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts." Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on November 17th, 2026.

PUBLIC HEARING was held on a request to amend Sections 2.07 and 5.28, to add a definition for "Data Center" and to allow as a permitted use within the MH zoning district. Applicant: City of Bellevue

Hankins asked staff for updates. Palm stated there were no updates and gave a summary of the request. Palm explained the text amendment was initiated by City Administration to establish a definition for "Data Center" and to allow data centers as a permitted use solely within the MH zoning district. She clarified the proposal does not include allowing them within ML or other light industrial districts. Palm stated that staff conducted research on data center development patterns, including facilities along the Highway 50 corridor near Papillion and Springfield, where several large data centers are located. In addition to reviewing zoning regulations in those jurisdictions, staff also spoke with planning directors from those communities regarding their experiences. This information is reflected in the staff report.

Palm noted that data centers typically require very large tracts of land. Along the Highway 50 corridor, the smallest individual parcels are approximately 150 acres, and most developments assemble multiple parcels and occupy 300 acres or more. These facilities include Meta, Gemini, Travelers, and Google. She explained that within Bellevue, the only MH-zoned land of comparable size is located south of the Highway 34 corridor, adjacent to the Core Slab property, which is also zoned Heavy Manufacturing and the former PCS Nitrogen site. If an applicant wished to construct a data center on land not zoned MH, the property would need to be rezoned, and the request would proceed through the City Council approval process. She noted that existing performance standards for industrial zoning are considered adequate at this time. As part of the upcoming zoning ordinance update, staff plans to continue research with consultants and may refine data center regulations in the coming year. Staff does not recommend allowing the use in ML zoning district.

MINUTE RECORD

Michael McIntire, 9730 NW Overhill Dr, Kansas City, MO, provided public testimony. McIntire stated that data centers are not always located on large-acreage sites and that many are constructed in downtown locations or within multistory buildings. For this reason, he believes data centers should require conditional use approval to ensure proper siting.

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

Ackley asked staff whether the Scott Data Center on the UNO campus would fall under the proposed definition of a data center, noting its fiber optic infrastructure. He also referenced Southroads and its fiber optic facilities and questioned how similar uses would be classified under current zoning if they were proposed today.

Palm clarified that although Bellevue has several areas zoned MH, many lie within the Air Installation Compatible Use Zone (AICUZ) crash zones, clear zones, or APZ-1 and therefore cannot be developed. She stated that other existing MH-zoned areas include portions of Fort Crook Road, such as the former Sara Lee bakery site and nearby auto dealership properties. These properties represent examples of locations currently zoned MH. Yoder commented that this discussion reminded him of the four-story data center at the Gene Leahy Mall in Omaha. He also noted that the Google facility in Council Bluffs is located only a short distance from where the bakery site would be situated. Yoder expressed concern that the use should require a conditional use permit, given the variety of MH-zoned properties across Bellevue, including the larger sites south of Highway 34.

Aerni asked whether the proposed amendment would cause any existing facilities to become nonconforming and whether any current data center uses are located outside MH districts. Palm responded that staff is not aware of any existing uses that would be classified as nonconforming. She stated that Southroads is the closest example but would likely not meet the proposed definition.

Ackley asked whether the Highway 50 data centers include office components. Palm confirmed that they do, although it is minimal. Ackley asked about zoning at Southroads. Palm stated it is zoned BG and that she could not recall the specific classification used when that facility was originally approved. Ackley noted that Southroads developed due to demand created by fiber optic infrastructure and proximity to the railroad, which supports uses that serve Offutt Air Force Base and other areas. He stated he would not be opposed to adopting the amendment as presented, whether as a permitted or conditional use, and suggested that more detailed evaluation could occur during the zoning ordinance update. He added that if someone wished to reuse a building such as the former bakery site and repurpose it internally without altering its exterior appearance, it may be appropriate to address that scenario during the update.

Aerni added that CHI Health in Papillion includes data center functions within the hospital, which would not be located in an MH district. He agreed that this issue could be resolved during the zoning ordinance update. Yoder asked whether, if the amendment were approved, an applicant could proceed with or without a conditional use permit. Yoder proposed recommending approval with the addition of a conditional use requirement rather than allowing data centers as a permitted use.

MOTION was made by Yoder, seconded by Aerni to recommend APPROVAL of a request to amend Sections 2.07 and 5.28, to add a definition for "Data Center" and to allow as a conditional use within the MH zoning district. Applicant: City of Bellevue. APPROVAL of the definition as presented, with a recommendation to allow "Data Center" as a conditional use within the MH zoning district. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on November 17th, 2026.

There was discussion regarding the election of officers.

MOTION was made by Ackley, seconded by Herall, to NOMINATE Bruce Yoder to serve as Planning Commission Chair. Yoder was approved by acclamation.

MOTION was made by Herall, seconded by Ackley, to NOMINATE Scott Hankins to serve as Vice Chair. Hankins was approved by acclamation.

MINUTE RECORD

Meeting adjourned at 6:40 p.m.

Jenna Lance

Jenna Lance
Planning/Permit Technician

MINUTE RECORD

CLAIMS FOR 2026/11/03 COUNCIL MEETING

CITY ADMINISTRATOR		
CAPITAL BUSINESS SYSTEMS, INC	2026/09/13-10/12 COPIER EXPENSE	55.17
		$ 55.17
LEGAL		
NEBRASKA.GOV	INV # 9576102 JUSTICE CASE LISTING	4.00
		$ 4.00
CITY CLERK		
MERCURY PROPERTY MANAGEMENT, INC	2026/10/20 MERCURY PROP MGMT TIF 8733-INTEREST	2,811.34
MERCURY PROPERTY MANAGEMENT, INC	2026/10/20 MERCURY PROP MGMT TIF 8733-PRINCIPAL	2,827.75
SHIRLEY HARBIN	REIMB MILEAGE FOR SEACA MEETING	19.30
		$ 5,658.39
FINANCE/RISK MANAGEMENT		
BELLEVUE OPTICAL	SAFETY GLASSES-NIEMIER T	85.00
CAPITAL BUSINESS SYSTEMS, INC	2026/09/09-10/08 COPIER EXPENSE	22.18
INDOFF, INC	COPY PAPER	459.90
INFOSAFE SHREDDING	ON-SITE SHREDDING	30.00
		$ 597.08
LIBRARY		
CAPITAL BUSINESS SYSTEMS, INC	2026/12/02-2027/03/01 COPIER EXPENSE	623.15
CAPITAL BUSINESS SYSTEMS, INC	2026/09/10-10/09 COPIER EXPENSE	345.88
CAPITAL BUSINESS SYSTEMS, INC	2026/08/31-09/29 COPIER EXPENSE	147.01
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	98.28
CENTURY LINK	2026/10/11-11/10 MONTHLY SERVICE	148.59
COX BUSINESS SERVICES	2026/10/09-11/08 MONTHLY SERVICE	604.99
DANIELLE PETERSON	REIMB MILEAGE FOR SLS RETREAT	47.88
INDOFF, INC	COPY PAPER	167.97
INGRAM LIBRARY SERVICES LLC	BOOKS	1,811.77
MICHELLE BULLOCK	REIMB MILEAGE FOR SLS RETREAT	47.88
MIDLANDS PRINTING	BUSINESS CARDS-D PETERSON, M HAGGERTY	141.08
MIDWEST TAPE	DVD'S	8.98
OVERDRIVE, INC	DIGITAL CONTENT PURCHASES	2,000.00
		$ 6,193.46
ADMINISTRATIVE SERVICES/PERSONNEL		
CAPITAL CITY CONCEPTS, LLC	(2) POSITION WAGE REVIEWS	800.00
CULLIGAN OF OMAHA	BOTTLED WATER	8.00
OMAHA WORLD HERALD	CSC MEETING NOTICE	47.80
UKG INC	2026/09/30M PRO TIME MANAGEMENT-USAGE OVERAGE FEES	1,088.81
		$ 1,944.61
CODE ENFORCEMENT		
CAPITAL BUSINESS SYSTEMS, INC	2026/09/10-10/09 COPIER EXPENSE	52.47
CROW LAWN CARE LLC	2026/09/10-10/08 CODE MOWING & CLEANUP	5,800.00
JOE G BOCKMAN	REIMB FOR CDL	64.00
TIM ROSE TREE SERVICE	REMOVE FALLEN LIMB-401 W 27TH AVE	399.00
		$ 6,315.47
PUBLIC WORKS		
AMERICAN PUBLIC WORKS ASSOCIATION	2026/11/01-2027/10/31 APWA MEMBERS RENEWAL & NE CHAPTER DUES	1,415.00
CHARLES VRANA & SONS CONSTRUCTION CO	BPW 240802-ENTERTAINMENT DIST-PHASE I 2026/08/23-09/12	72,109.75
CHARLES VRANA & SONS CONSTRUCTION CO	BPW 240802-ENTERTAINMENT DIST-PHASE I 2026/09/13-10/14	150,908.98
JEO CONSULTING GROUP, INC	BPW 260105-PUBLIC WORKS FACILITY PLAN THRU 2026/10/02	8,250.00
NEBRASKA IOWA SUPPLY COMPANY, INC	FUEL FOR CITY TANKS	7,045.30
PRECISE MRM LLC	2026/09/30M FLAT DATA PLAN	92.00
		$ 239,821.03

MINUTE RECORD

CLAIMS FOR 2026/11/03 COUNCIL MEETING

PARKS

A-RELIEF SERVICES	2026/09/13-10/10 PORTABLE RESTROOMS-SWANSON PARK	199.00
A-RELIEF SERVICES	2026/09/05-10/02 PORTABLE RESTROOMS-OLD CHURCH	199.00
COX BUSINESS SERVICES	2026/10/31M MONTHLY SERVICE	107.39
CROW LAWN CARE LLC	2026/09/02 PARKS MOWING	1,357.20
CROW LAWN CARE LLC	2026/09/09 PARKS MOWING	1,357.20
CROW LAWN CARE LLC	2026/09/16 PARKS MOWING	1,357.20
CROW LAWN CARE LLC	2026/09/23 PARKS MOWING	1,357.20
CROW LAWN CARE LLC	2026/09/30 PARKS MOWING	1,357.20
LINCOLN FENCE CONTRACTORS	AHP - POWER PANEL FENCING & SLATS	4,900.00
MARKING REFRIGERATION, INC	ICE MACHINE MAINTENANCE - GOLDENROD	589.00
METROPOLITAN UTILITIES DIST	2026/09/02-10/01 MONTHLY SERVICE	60.71
METROPOLITAN UTILITIES DIST	2026/09/04-10/01 MONTHLY SERVICE	47.44
METROPOLITAN UTILITIES DIST	2026/09/04-10/05 MONTHLY SERVICE	179.78
NAVARRO LAWN & LANDSCAPE INC	BPW 260202--WILLOW SPRINGS TRAIL IMPROVE THRU 2026/10/20	57,470.89
NL & L CONCRETE INC	BPW 260201-EVERETT PARK TRAIL IMPROVE THRU 2026/10/20	36,370.86
PRECISE MRM LLC	2026/09/30M FLAT DATA PLAN	299.00
PRIDE HOME MAINTENANCE SERVICES, INC	HAWORTH NORTH FIELD - IRRIGATION SYSTEM SERVICE/REPAIR	3,425.00
SUN VALLEY LANDSCAPING	AHP PLAYGROUND LANDSCAPING-TREES-DOWN PYMT	5,100.74
		$ 115,734.81

RECREATION

COX BUSINESS SERVICES	2026/10/31M MONTHLY SERVICE	83.39
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES-LINERS	80.73
IVETH CECILIA GARCIA	REFUND REED CTR DEPOSIT	450.00
K & J ELITE SPORTS TURF, INC	HAWORTH PARK-FIELD ARMOR INSTALLATION	6,600.00
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	321.69
METROPOLITAN UTILITIES DIST	2026/09/03-10/01 MONTHLY SERVICE	97.35
METROPOLITAN UTILITIES DIST	2026/09/03-10/02 MONTHLY SERVICE	8,556.19
METROPOLITAN UTILITIES DIST	2026/09/10-10/07 MONTHLY SERVICE	240.09
PRECISE MRM LLC	2026/09/30M FLAT DATA PLAN	92.00
TRICO MECHANICAL SERVICES	WINTERIZE CUBER-BALDWIN	132.50
		$ 16,653.94

FACILITY MAINTENANCE

CERRIS SYSTEMS NORTH CENTRAL, INC	AHU-A1 BEARING REPLACEMENT, HP ISSUES, CONDENSATE LEAK	4,907.00
COX BUSINESS SERVICES	2026/10/31M MONTHLY SERVICE	107.39
FIRE PROTECTION SERVICES, LLC	2026/09/24 ALARM SERVICE CALL-FOOD PANTRY	560.00
HD SUPPLY FACILITIES MAINTENANCE	TOWELS, TP, FLOOR CLEANER, MOP HEADS, HAND SOAP, DISINFECTING WIPES	2,697.40
INTERSTATE POWER SYSTEMS, INC	REPLACED HAND PRIMER PUMP-GENERATOR - FLEET	843.29
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	158.08
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	292.52
NEBRASKA STATE FIRE MARSHAL	ANNUAL ELEVATOR INSPECT #10750 - 1500 WALL	120.00
OMAHA DOOR & WINDOW COMPANY, INC	INSTALL NORTON DOOR CLOSER-DIST 2	488.21
PRECISE MRM LLC	2026/09/30M FLAT DATA PLAN	138.00
SECURITY EQUIPMENT INC	2026/09/21-2027/09/30 ALARM MONITORING-SENIOR CTR	727.66
SECURITY EQUIPMENT INC	2027/10/20 FIRE PANEL CELLULAR DIALER-SENIOR CTR	938.71
TRICO MECHANICAL SERVICES	A/C SERVICE, HVAC MAINTENANCE	953.98
		$ 12,932.24

CEMETERY

2DOGS CONCRETE DESIGNS, LLC	STONE FOR T PEARSON	590.00
A-RELIEF SERVICES	2026/09/05-10/02 PORTABLE RESTROOMS-CEMETERY	112.00
A-RELIEF SERVICES	2026/09/05-10/02 PORTABLE RESTROOMS-CEMETERY	87.00
COX BUSINESS SERVICES	2026/10/31M MONTHLY SERVICE	175.38
JASON HOUGHTALING	REIMBURSE FOR CDL	60.00
METROPOLITAN UTILITIES DIST	2026/09/01-09/30 MONTHLY SERVICE	93.94
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	150.00
		$ 1,268.32

MINUTE RECORD

CLAIMS FOR 2026/11/03 COUNCIL MEETING

STREETS

AVERY RENTS	PROPANE FOR ASPHALT	53.61
CAPITAL BUSINESS SYSTEMS, INC	2026/09/12-10/11 COPIER EXPENSE	52.51
CONCRETE SUPPLY, INC	CONCRETE	1,019.03
CORNHUSKER INTERNATIONAL TRUCKS	(2) BUILD OUTS-BODIES, PLOWS, PRE-WET SY & HYDR	298,136.00
COX BUSINESS SERVICES	2026/10/31M MONTHLY SERVICE	274.17
FELSBURG HOLT & ULLEVIG, INC	BPW 260108-MCCANN PARK STORM SEWER 2026/08/01-09/30	2,945.00
FELSBURG HOLT & ULLEVIG, INC	BPW 260509-CAPEHART RD 48TH TO 36TH STUDY 2026/09/30M	9,383.75
FELSBURG HOLT & ULLEVIG, INC	BPW 260510-N-370 SIGNAL RETIMING 2026/09/30M	745.00
MARTIN ASPHALT	BULK ASPHALT TACK	344.00
METROPOLITAN UTILITIES DIST	2026/09/02-10/01 MONTHLY SERVICE	273.60
METROPOLITAN UTILITIES DIST	2026/09/10-10/07 MONTHLY SERVICE	53.89
OMNI ENGINEERING	ASPHALT	443.13
PLATTE RIVER CONCRETE CO	CONCRETE	951.00
PRECISE MRM LLC	2026/09/30M FLAT DATA PLAN	1,196.00
RALPH C YOUNG JR	CITIZEN AUTO LIABILITY CLAIM/POTHOLE	4,755.73
RAVEN MATERIALS	ASPHALT	677.70
READY MIXED CONCRETE COMPANY	CONCRETE	969.48
STANEK INDUSTRIES LLC	BPW 260102-2026 CONCRETE PKG #1 2026/10/04-10/17	18,630.12
THE SCHEMMER ASSOCIATES	BPW 240201-FONTENELLE HILLS & FOREST HILLS 2026/08/01-09/30	9,622.50
THE SCHEMMER ASSOCIATES	BPW 260102-2026 CONCRETE PROJECTS PKG 2 2026/08/29-09/25	36,378.21
THE SCHEMMER ASSOCIATES	BPW 250701-HWY 370 SIGNAL IMPLEMENTATION 2026/09/01-09/30	1,947.80
UNITED SEEDS	SUPER TURF MIX	380.00
		$ 389,232.23

FLEET MAINTENANCE

AA WHEEL & TRUCK SUPPLY, INC	LED LICENSE LIGHT	13.94
ALLIED OIL & TIRE COMPANY	DRY DIESEL, BULK OIL, ANTIFREEZE, GREASE	3,537.13
ARNOLD MOTOR SUPPLY	OIL SEALS, ADHESIVE CLEANER, STEERING TIE ROD END, (12) SNOWDRIVER WINTER BLADES, STEERING STABILIZER, PAINT & RUST STRIPPER, FLAP WHEEL	425.88
ARROW TOWING	HEAVY DUTY TOW-ST63	378.00
AUTOMOTIVE WAREHOUSE DIST, INC	WINTER BLADES, DUPLICOLOR, COPPER ANTI-SEIZE, DILECTIC GREASE, FUEL FILTERS, ROLOC CONDITIONING DISK, SANDING	322.87
BAUER BUILT TIRE & SERVICE	HANKOOK DYNAPRO-WW112	177.02
BAXTER FORD OF OMAHA	SPEAKER ASY, WATER PUMP ASY, SEALS, GASKETS, OIL FILTER ASYS, SPARK PLUGS, TUBE ASY, OIL ELEMENT, SEAL FRONT AXLE	1,858.04
CAPITAL BUSINESS SYSTEMS, INC	2026/08/20-09/19 COPIER EXPENSE	110.48
CLAYS PUMP & EQUIPMENT CO	REPLACE 5W20 HOSE REEL IN SHOP	2,087.90
CORNHUSKER INTERNATIONAL TRUCKS	AIR FILTERS, SOLENOIDS, BRACKETS, FUEL GAUGE, STRAPS, NUTS, FUEL TANK, FITTINGS, ROD, RADIATOR HOSES, HEAD LIGHT, SEALS, VALVE GASKET, TUBE KIT, BOLTS, SCREWS,	10,143.93
COX BUSINESS SERVICES	2026/10/31M MONTHLY SERVICE	107.39
CULLIGAN OF OMAHA	2026/10/31M COOLER RENTAL	15.00
CULLIGAN OF OMAHA	BOTTLED WATER	34.00
DANIELSON / TECH SUPPLY	LUBE BRUSHES	33.14
DULTMEIER SALES LLC	FLANGED VALVE	79.50
FACTORY MOTOR PARTS CO	WIPER BLADE ASYS	67.16
FLEET PRIDE	GREASE CAP, RUBBER PLUG-PO121	10.48
GRAINGER	COATED GLOVES, SPRAYER PARTS, TRAILER JACK	153.90
INLAND TRUCK PARTS CO	QUICK RELEASE VALVES, REPLACE AXLE JOINTS	165.32
INTERSTATE BATTERIES	BATTERIES	1,012.24
JONES AUTOMOTIVE	CHASE DIRECTIONAL LIGHT RB	334.28
LAWSON PRODUCTS, INC	CERAMIC FAST-GRIND	172.60
LOGAN CONTRACTORS SUPPLY	ISUZU STARTER, BURNER NOZZLE, ALT/GENERATOR HOSE, BELT, FUEL SHUTOFF SOLENOID	2,138.00
NAPA AUTO PARTS	BK SUPPORTS, AIR, OIL & CABIN FILTERS, WINDSHIELD WASH, LAMPS, BRAKE PARTS CLEANER, BRAKE ROTORS, DISC PAD, DISP GLOVES	2,184.82
NIPPON	NIPPLE FOR REGULATOR, BLK WELD CABLE, ARGON, OXYGEN,	407.26
ONEMONROE	DRILL BITS, BUTT CONNECTORS, CRIMP-N-SEAL, SCREWS, WASHERS, BOLTS, NUTS, ZIP TIE, GROMMETS, TY-TAP, EYELETS	1,000.56
ROMAINE ELECTRIC CORP	12V CHARGER	1,449.00
SERVICE EXPRESS CO, INC	GAUGE LIQ FILL	511.73
TOMASEK MACHINE SHOP	SHORTEN & RETHREAD CASE-ST228	300.00
TOYNE, INC	MIRROR SWITCH-ENG31	57.58
TRUCK CENTER COMPANIES-OMAHA	BRAKE PAD KIT	333.37
WALKERS UNIFORM RENTAL	UNIFORM SERVICE, FENDER COVER SERVICE	352.05
		$ 29,974.57

MINUTE RECORD

CLAIMS FOR 2026/11/03 COUNCIL MEETING

SOLID WASTE		
PAPILLION SANITATION	2026/09/15-09/22 GLASS RECYCLING	443.14
		$ 443.14
PERMITS & INSPECTIONS		
AES OF THE MIDWEST	REFUND 80% OF R-ADD-26-30011 FOR 818 HIDDEN HILLS	118.64
CAPITAL BUSINESS SYSTEMS, INC	2026/08/18-09/17 COPIER EXPENSE	164.87
STANDARD HEATING & AIR CONDITIONING, INC	REFUND 80% OF PLM-26-6029 FOR CANCELLATION	28.64
		$ 312.15
POLICE		
AT&T MOBILITY-CC	2026/09/05-10/04 MONTHLY SERVICE	5,236.80
CDWG GOVERNMENT	(2) DELL USB-C POWER ADAPTERS FOR ANALYSTS	350.60
COX BUSINESS SERVICES	2026/10/02-11/01 MONTHLY SERVICE	285.00
COX BUSINESS SERVICES	2026/10/31M MONTHLY SERVICE	558.97
DANIEL GERMAN	REIMB PER DIEM FOR SDLEA EVOC	84.22
DAVIS & STANTON	UNIFORM POLICE BARS	256.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	21.24
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICES	500.00
GOVDIRECT, INC	GAMBER JOHNSON DOCK REPAIR	403.00
GREAT PLAINS UNIFORMS	UNIFORM PATCHES, UNIFORM ITEMS	73.50
HYUNDAI MOTOR FINANCE	2026/10/31M LEASE PMT - HIDTA-DEA-SIMONES	720.01
INDOFF, INC	COPY PAPER	837.80
INFOSAFE SHREDDING	ON-SITE SHREDDING	90.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-PD	106.73
JOHN KOLBE	REIM PER DIEM FOR SDLEA EVOC COURSE	84.13
KEN CLARY	REIM PER DIEM FOR NSA/POAN CONF	170.00
KENNETH SAFFORD	REIM CLOSE QUARTERS CONCEPTS COURSE FEE	60.00
MATCON, LLC	2026/11/30M RENT, OPERATING EXP-K9 BLDG	2,068.12
MATRIX BUSINESS SYSTEMS INC	BLACK TONER	112.00
MPH INDUSTRIES INC	REPAIR PYTHON III ANTENNA	151.00
NATHAN RIDLEY	REIMB PER DIEM FOR LEDA DRONE COURSE	374.00
PEN-LINK, LTD	2026/11/01-2027/10/31 PLX PRODUCT SUITE RENEWAL	7,618.37
SARPY COUNTY FISCAL ADMINISTRATION	2026/09/30Q LAW RECORDS & PUBLIC SAFETY SW, LRMS HOSTED SERV	13,762.39
SMITH DAVIS INSURANCE INC	2026/11/10-2030/11/10 SURETY BOND RENEWAL-REED	40.00
SOUTHERN CARLSON, INC	55 GAL VEHICLE CLEANER	1,418.00
SPEARTAC SOLUTIONS, LLC	(5) CONDOR-SUMMIT SOFTSHELL WINTER JACKETS	509.75
STRADA OCCUPATIONAL HEALTH	2026/09/30M MEDICAL TESTING-NEW RECRUITS	1,880.00
TWIN CREEK ANIMAL HOSPITAL	VET VISITS-CHECQUE	157.85
TYLER BROM	REIMB PER DIEM FOR TASER INSTRUCTOR COURSE	170.00
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	3,506.12
		$ 41,606.70
FIRE & RESCUE		
AIRGAS USA, LLC	OXYGEN	298.26
AIRGAS USA, LLC	2026/09/30M CYLINDER RENTAL	196.45
AT&T MOBILITY-CC	2026/09/05-10/04 MONTHLY SERVICE	742.75
BOUND TREE MEDICAL, LLC	AIR FRESHENER, CATHETERS, MEDICATION, ADDIPAK, BATTERIES, GAUZE	9,629.84
COX BUSINESS SERVICES	2026/10/31M MONTHLY SERVICE	329.78
CREIGHTON UNIVERSITY COLLEGE OF NURSING	BLS CARDS FIRE	42.00
ED M FELD EQUIPMENT CO	3M GASKET, AIR ANALYSIS, HOSE, COUPLING	1,172.68
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-STRACHOTA, STASKIEWICZ, BRITTAIN	643.94
MACQUEEN EQUIPMENT, LLC	STRUCTURAL FIRE BOOTS 2026/10/08	1,060.00
METROPOLITAN UTILITIES DIST	2026/09/02-10/01 MONTHLY SERVICE	1,119 98
METROPOLITAN UTILITIES DIST	2026/09/03-10/01 MONTHLY SERVICE	407 21
METROPOLITAN UTILITIES DIST	2026/09/04-10/05 MONTHLY SERVICE	319 04
STERICYCLE, INC	2026/08/31M ON-SITE SHREDDING	176 40
STERICYCLE, INC	2026/09/30M ON-SITE SHREDDING	182 16
THE NEBRASKA MEDICAL CENTER	2026/09/30Q MEDICAL DIRECTOR	13,221 85
WITMER PUBLIC SAFETY GROUP	(2) STREAMLIGHT E-SPOT LITEBOX 2026/10/19	368 40
		$ 29,910.74

MINUTE RECORD

CLAIMS FOR 2026/11/03 COUNCIL MEETING

NON-DEPARTMENTAL - CONTRACTS		
ABBY HIGHLAND	2026/09/30M NON-CDBG CONSULTANT EXPENSES	1,031.25
ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES LLC	2026/10/01-2027/09/30 FIDUCIARY LIABILITY	9,660.00
CENTURY LINK	2026/09/04-10/03 MONTHLY SERVICE	303.97
HEARTLAND MARKETING & COMMUNICATIONS, INC	2026/08/31-09/27 SOCIAL MEDIA MANAGEMENT & FB ADVERTISING	2,171.94
KISSEL, KOHOUT, ES ASSOCIATES, LLC	2026/10/15-2027/09/30 LEGISLATIVE SERVICES	11,967.11
NAVIGATE WELLNESS LLC	2026/10/31M WELLNESS CONSULTING FEE	1,250.00
NE-DEPARTMENT OF REVENUE	2026/09/30M SALES AND USE TAX RETURN (FORM 10)	98.90
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2026/08/31M MAT SERVICE 1903 MILES	6,006.00
TASC - TOTAL ADMINISTRATIVE SERVICES CORP	2026/12/31Q FSA ADMIN FEES	2,173.50
TRISTAR	2026/12/31Q CLAIMS ADMIN FEES	4,017.10
		$ 38,679.77
INFORMATION TECHNOLOGY		
INTERSTATE ALL BATTERY CENTER	BATTERIES FOR IT	324.80
ONE CALL CONCEPTS	2026/09/30M LOCATES FOR IT	13.94
VERTIV CORPORATION	2026/10/07-2027/10/06 UNINTERRUPTIBLE POWER SUPPLY COVERAGE	3,568.01
		$ 3,906.75
WASTEWATER		
AT&T MOBILITY	2026/10/08-11/07 MONTHLY SERVICE	677.58
CENTURY LINK	2026/10/04-11/03 MONTHLY SERVICE	67.48
CENTURY LINK	2026/10/13-11/12 MONTHLY SERVICE	151.96
CITY OF OMAHA	2026/06/30M SEWER FEES	658,100.57
COX BUSINESS SERVICES	2026/10/04-11/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2026/10/12-11/11 MONTHLY SERVICE	208.00
EMBRIS GROUP LLC	BPW 230611-OLDE TOWNE CIPP REHAB PKG 2026/09/30M	2,726.25
EMBRIS GROUP LLC	BPW 230307-BLUFF ST LIFT STATION 2026/09/30M	2,262.50
HYDRO OPTIMIZATION & AUTOMATED SOLUTIONS, INC	L/S CONTROL PANEL REPAIR - INITIAL 25%	18,187.75
JOHNSTONE SUPPLY	PROGRAMMED MOTOR SERVICE	554.53
METROPOLITAN UTILITIES DIST	2026/09/02-10/01 MONTHLY SERVICE	232.55
OMAHA PUBLIC POWER DISTRICT	BPW 240603-SCCWWA SERV ENT DIST-5TH & LAPLATTE 2026/06/09	63,194.00
PRECISE MRM LLC	2026/09/30M FLAT DATA PLAN	253.00
RJN GROUP, INC	BPW 260106-PROF ENG SERVICES THRU 2026/09/30	61,380.00
		$ 808,216.17
MEDICAL SELF FUNDING		
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/08/31M BCBS-NE ADMIN FEES	5,521.00
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/09/30M BCBS-NE ADMIN FEES	1,553.50
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/10/08 WEEKLY MEDICAL CLAIMS FOR 2026/10/01-10/06	123,151.51
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/10/15 WEEKLY MEDICAL CLAIMS FOR 2026/10/07-10/13	181,102.03
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/10/22 WEEKLY MEDICAL CLAIMS FOR 2026/10/14-10/20	146,440.74
COVERYS	2026/10/31M COVERYS REINSURANCE PD 2026/10/16	72,642.20
UNITED STATES TREASURY	2026 PCORI FEE PENALTY & INTEREST	12.44
		$ 530,423.42
COMMUNITY BETTERMENT		
NEBRASKA DEPARTMENT OF REVENUE	LOTTERY GAMING (KENO) TAX QTR ENDING 2026-09-30	51,861.00
		$ 51,861.00
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	2026/09/30M CDBG CONSULTANT EXPENSES	2,997.50
BELLEVUE JR SPORTS ASSOCIATION	2026/10/15 4TH QTR BJSA SCHOLARSHIP PROGRAM	225.00
		$ 3,222.50
	TOTAL CLAIMS FOR 2026/11/03	**$ 2,334,967.66**
	TOTAL PAYROLL FOR 2026/10/09	**$ 2,235,177.51**

11a.
11/3/2026

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

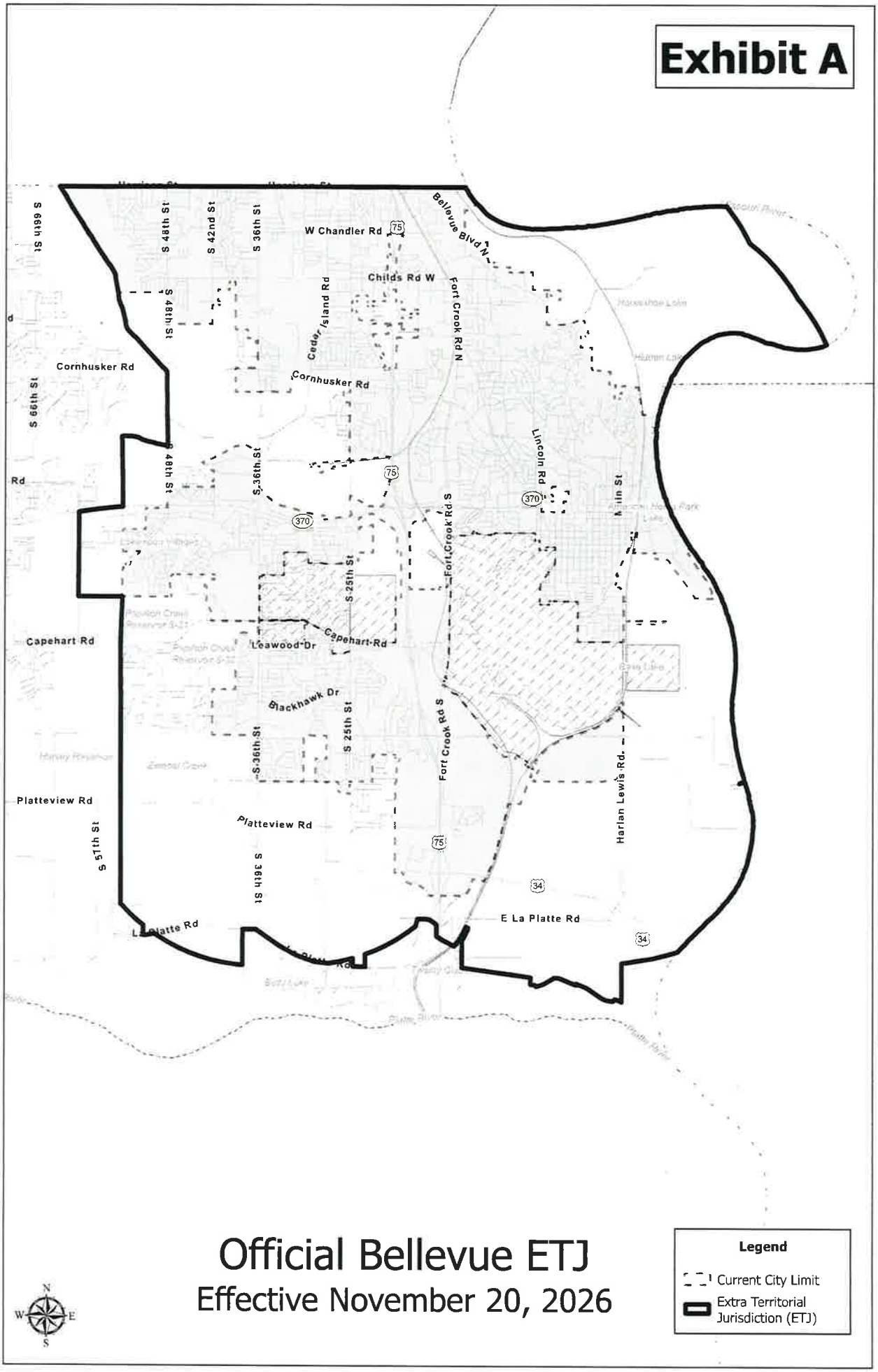
_____
City Clerk

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.

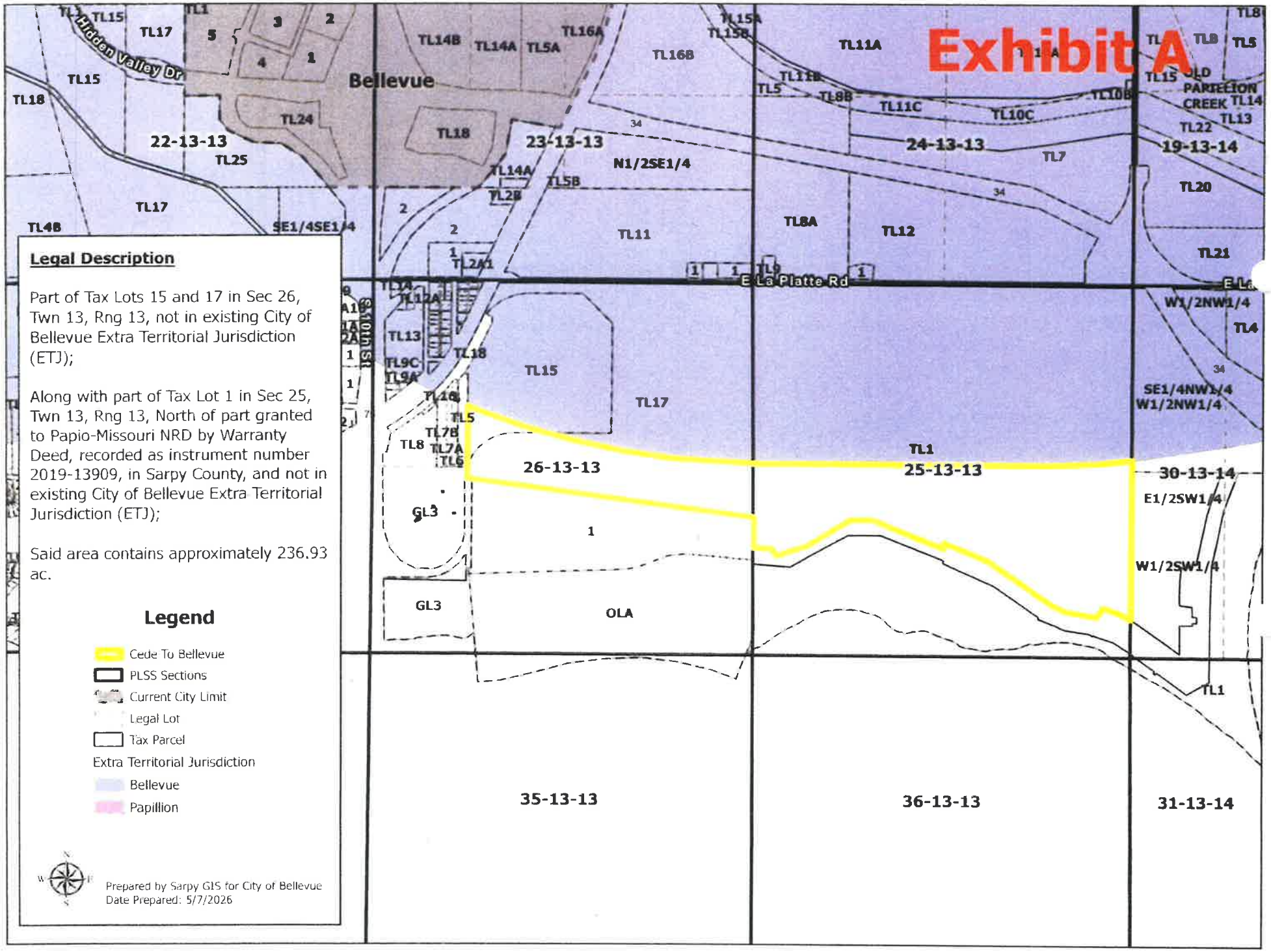
PASSED AND APPROVED this 19th day of May 2026.

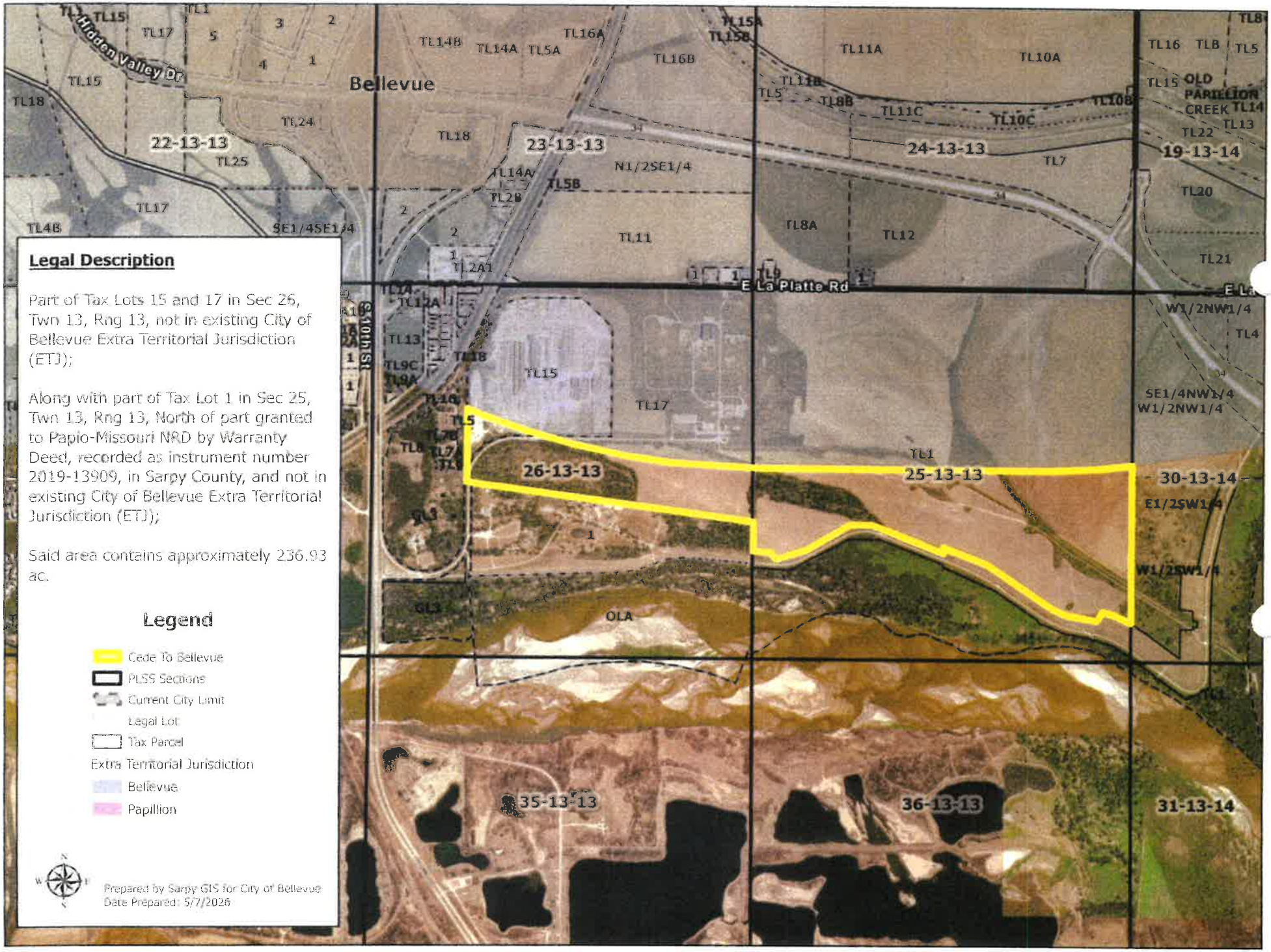
Rusty Hike, Mayor

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.

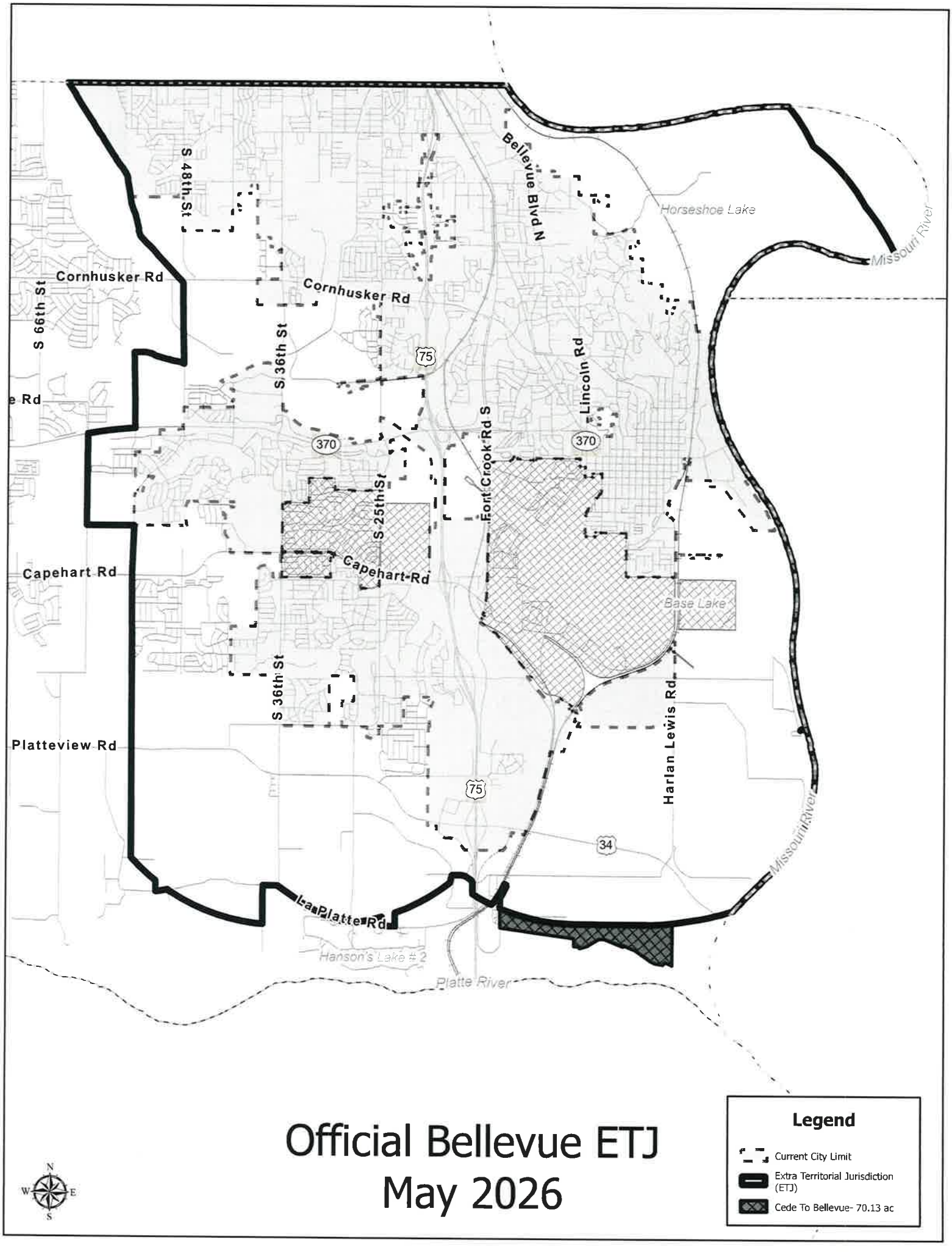
Legend

- 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

11b.
11/3/2026

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 Willis

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO. 4234

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

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

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

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

IMPROVEMENT DISTRICT NO. 26-08

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELLEVUE

_____
Mayor

Attest:

_____
City Clerk

13a.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/17/2026	SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☑	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to amend Sections 2.19, 5.05, 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to add a definition for "Private Communications Utility" and provide for this as a use in the AG, FX, ML, and MH zoning districts. Applicant Middle Mile Infrastructure.

SYNPOSIS/BACKGROUND:

Lauren Hunt on behalf of Middle Mile Infrastructure, is requesting an amendment to add "Private Communications Utility" as a definition in the zoning ordinance, as well as allowing "Private Communications Utility" as a permitted use in the AG, FX, ML, MH zoning districts. Both the Planning Department and Planning Commission are recommending this use be a conditional use permit in the AG, FX, ML, and MH zoning districts.

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

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of the definition of "Private Communications Utility" and the use as a Conditional Use Permit in the AG, FX, ML and MH zoning districts based on the amendment discussed at the Planning Commission meeting.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Memo	3. Ordinance No. 4235
4.	5.	6.

SIGNATURES

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4235

AN ORDINANCE TO AMEND SECTIONS 2.19, 5.05, 5.26, 5.27, AND 5.28 OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING ADDING A DEFINITION AND REQUIRING A CONDITIONAL USE PERMIT FOR PRIVATE COMMUNICATIONS UTILITY IN THE FX, ML, AND MH ZONING DISTRICTS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM. NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

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

Section 2.19 P

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

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

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

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

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

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

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

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

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

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

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

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

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

PERSON shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district or any other group or combination acting as an entity, except that it shall not include Bellevue, Nebraska.

PET HEALTH SERVICE (See "Animal Hospital")

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

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.

PRIVATE COMMUNICATIONS UTILITY shall mean a privately owned or operated building, structure, or facility primarily used for the transmission, distribution, operation, or

support of communications utility services. Such facilities may include fiber optic amplification huts, communications equipment shelters, and similar supporting infrastructure. Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts.

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

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

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

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

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

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

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

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

Section 2. That Section 5.05 of Ordinance No. 4146 hereby amended to read as follows:

Section 5.05 AG Agricultural District

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

1. Agritourism
   A. Any buildings constructed for this use shall be designed to be compatible with surrounding land uses in terms of scale and appearance as determined through the conditional use permit process.
   B. Adequate off-street parking shall be provided as determined by city staff and shown on an approved site plan.
2. Campgrounds.
3. Cemeteries provided all structures are located at least 100 feet from all property lines.
4. Commercial mines, quarries and sand and gravel pits.
5. Commercial/Utility grade wind energy systems, subject to Section 8.10.
6. Construction batch plants that are temporary in nature.

7. Family Child Care Home II which comply with Nebraska State Statutes.
8. Governmental services – administrative services.
9. Governmental services – maintenance and service facilities.
10. Hospital, nursing homes, assisted living, and convalescent facilities.
11. Indoor/Outdoor Recreation facilities.
12. Private Communications Utility
    A. Landscaping shall be provided in accordance with the landscape regulations in Article 9.
    B. The perimeter of each area shall be enclosed by fencing or screening walls. All fencing/screening walls shall be located on the interior side of any required landscaping.
13. Private recreation areas and facilities including country clubs and golf courses (but not miniature golf) on at least five acres, and swimming pools.
14. Public and quasi-public buildings and structures and uses of an administrative, educational, religious, cultural, or public service type including colleges.
15. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
16. Recreational camps operated by public, charitable or religious organizations.
17. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.
18. Wastewater treatment facilities.
19. Winery, including subordinate use of microbrewery.

Section 3. That Section 5.26 of Ordinance No. 4146 hereby amended to read as follows:

Section 5.26 FX Flex Space District

5.26.03 Conditional Uses:

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

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

23. Self-service storage facilities, provided they meet the following restrictions:
    A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
    B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
    C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
    D. Storage Restrictions: All storage on the site must be within Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
    E. Parking/Loading:
    Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
    Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
    F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.
    G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
    H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
    I. Special and vocational educational and training facilities.
    (Ord. No. 4216, June 2, 2026)
24. Truck Stops.
25. Utility substations, terminal facilities, and reservoirs.

Section 4. That Section 5.27 of Ordinance No. 4146 hereby amended to read as follows:

Section 5.27 ML Light Manufacturing District

5.27.02 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. Indoor Firing Range ***(Ord. No. 3698, Feb. 11, 2013)***
5. Private Communications Utility
   A. Landscaping shall be provided in accordance with the landscape regulations in Article 9.
   B. The perimeter of each storage area shall be enclosed by fencing or screening walls. All fencing/screening walls shall be located on the interior side of any required landscaping.
6. Self-service storage facilities, provided they meet the following restrictions :
   A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
   B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
   C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
   D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
   E. Parking/Loading:
   F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
   G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
   H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
   I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing

shall be located on the interior side of the required buffer yards.

J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. ***(Ord. No. 3888, Dec. 11, 2017)***
(Ord. No. 4216, June 2, 2026)

Section 5. That Section 5.28 of Ordinance No. 4146 hereby amended to read as follows:

Section 5.28 MH Heavy Manufacturing District

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. Private Communications Utility
   A. Landscaping shall be provided in accordance with the landscape regulations in Article 9.
   B. The perimeter of each storage area shall be enclosed by fencing or screening walls. All fencing/screening walls shall be located on the interior side of any required landscaping.
9. 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.
10. Rendering of by-products of slaughtering and killing of animals or poultry.
11. 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)
12. Special and vocational educational and training facilities.
13. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
14. The bulk storage of flammable or noxious gasses above or below ground.

Section 6. That Sections 2.19, 5.05, 5.26, 5.27, and 5.28 of Ordinance No. 4146, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

Section 7. 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: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Middle Mile Infrastructure

CASE #: 196

CITY COUNCIL HEARING DATE: November 17, 2026

REQUEST: to amend Sections 2.19, 5.05, 5.26, 5.27, and 5.28, Zoning Ordinance, to add a definition for "Private Utility" and provide for this as a use within the AG, FX, ML, and MH zoning districts.

On October 22, 2026, the City of Bellevue Planning Commission voted five yes, zero no, four absent, and zero abstained:

APPROVAL Approval for "Private Communications Utility" as a conditional use in the AG, FX, ML, and MH zoning districts, with the amended definition:

> **PRIVATE COMMUNICATIONS UTILITY** shall mean a privately owned or operated building, structure, or facility primarily used for the transmission, distribution, operation, or support of communications utility services. Such facilities may include fiber optic amplification huts, communications equipment shelters, and similar supporting infrastructure. Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts.

VOTE:

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

Planning Commission Hearing was held on: October 22, 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:	Angela Curry, Assistant Planning Manager
DATE:	October 26, 2026
RE:	Text Amendment to Sections 2.19, 5.05, 5.26, 5.27, and 5.28, Zoning Ordinance

Lauren Hunt on behalf of Middle Mile Infrastructure, is requesting an amendment to Sections 2.19, 5.05, 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance to add a definition for "Private Utility" and to add "Private Utility" as a permitted use in the AG (Agriculture), FX (Flex), ML (Light Manufacturing), and MH (Heavy Manufacturing) zoning districts. The applicant's proposed definition of private utility is:

> Private Utility shall mean a building, structure, or facility owned or operated by a private utility or service provider and used for the transmission, distribution, operation, or support of communications utility services. Such facilities include, but are not limited to, utility equipment buildings, communications facilities, fiber amplification huts, and similar communications utility facilities. Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts.

The applicant states the Zoning Ordinance recognizes public utility transmission facilities and associated infrastructure but does not clearly classify comparable privately owned or operated facilities. Examples identified in the justification letter include electrical substations, gas regulator stations, water and wastewater pumping facilities, utility equipment buildings, communications facilities, and fiber amplification huts. According to the applicant, these facilities typically have few or no regular on-site employees and limited daily traffic, with visits primarily for inspection, maintenance, and repair. Communication from the applicant, to include pictures, is attached to this memo for reference.

Staff reviewed the regulations of nearby cities, as well as regionally and nationally. The cities of Papillion, La Vista, Gretna, Grant, Nebraska, Sarpy County, and Cedar Rapids, Iowa, are a few examples of those regulations researched regarding private utility facilities. Most regulations reviewed identify public utility facilities but do not specifically identify or provide a separate classification for privately owned or operated utility facilities of the type described in the applicant's request. The applicant proposes to define these facilities as privately owned or operated buildings, structures, and associated infrastructure used for the transmission, distribution, operation, or support of utility services. Such facilities may include, but are not limited to, electrical substations, gas regulator stations, water and wastewater pumping facilities, utility equipment buildings, communications facilities, fiber amplification huts, and other similar utility infrastructure.

The Planning Department supports establishing clear land-use classification for private utility but recommends narrowing this definition to communications utilities and allowing it as a conditional use within the AG (Agriculture), FX (Flex), ML (Light Manufacturing), and MH (Heavy Manufacturing) zoning districts rather than a permitted use. Unlike traditional commercial or industrial development, these facilities generally provide limited economic development benefits to the City, particularly in terms of employment opportunities, commercial activity, and the productive use of developable land. As such, allowing private utility by right would limit the City's ability to regulate their location and concentration within these zoning districts. This approach is similar to the the city's treatment of wireless communication towers and associated equipment, which are subject to conditional use review in applicable districts.

Requiring a conditional use permit would provide the city with greater oversight through the Planning Commission and City Council review and approval process. This approach would allow the city to evaluate each request on a case-by-case basis, considering the proposed location, compatibility with surrounding land uses, the number and concentration of similar facilities, and potential impacts on future development opportunities. Staff believe this additional level of review is necessary to ensure that the private communications utility is appropriately located and does not unnecessarily limit land available for uses that provide greater economic development opportunities for the city.

The Planning Commission recommended an amendment to the definition of Private Communications Utility to state:

> "Private Communications Utility shall mean a privately owned or operated building, structure, or facility primarily used for the transmission, distribution, operation, or support of communications utility services. Such facilities may include fiber optic amplification huts, communications equipment shelters, and similar supporting infrastructure. Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts."

The additional language clarifies that these facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and off-site impacts. The Planning Department concurs with the Planning Commission's recommended amendment, which has been incorporated into the proposed definition presented to City Council for consideration.

Staff is recommending the following amendments:

Definitions:

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.

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.

PRIVATE COMMUNICATIONS UTILITY shall mean a privately owned or operated building, structure, or facility primarily used for the transmission, distribution, operation, or support of communications utility services. Such facilities may include fiber optic amplification huts, communications equipment shelters, and similar supporting infrastructure. Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts.

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 5.05 AG Agricultural District

5.05.03 Conditional Uses:

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

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

Section 5.26 FX Flex Space District

5.26.03 Conditional Uses:

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

1. Amusement parks.
2. Auction Sales.

3. Automotive rental / leasing and other heavy equipment rental.
4. Automotive sales and repair service, including recreational vehicles such as boats and campers
5. Bowling center.
6. Cabinetry millwork
7. Commercial greenhouse.
8. Construction and heavy equipment sales and service.
9. Farm implement sales and service.
10. Fertilizer transmission lines.
11. Home Improvement Center; provided that the following minimum standards are present:
    A. All lumber shall be enclosed with the primary structure.
    B. All year-round landscaping materials shall be enclosed within the primary structure.
12. Hotels and Motels
13. Kennels and stables
14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary, as an accessory to permitted use
15. Mail order services.
16. Microbreweries and brew pubs.
17. Outdoor storage, subject to the following requirements:
    A. A landscape buffer shall be provided subject to the approval of the zoning administrator.
    B. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
    C. All outdoor storage areas shall be screened by a fence or wall or a combination of both and shall be located to the rear of the landscape buffer.
18. Private Communications Utility
    A. Landscaping shall be provided in accordance with the landscape regulations in Article 9.
    B. The perimeter of each storage area shall be enclosed by fencing or screening walls. All fencing/screening walls shall be located on the interior side of any required landscaping.
19. Radio, television and communication towers and transmitters, as per Section 8.05.
20. Recreational establishments.
21. Recycling collection and processing facilities, both public and private.
22. Research facilities.
23. Self-service storage facilities, provided they meet the following restrictions:
    A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
    B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
    C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
    D. Storage Restrictions: All storage on the site must be within Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
    E. Parking/Loading:
    Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
    Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
    F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.

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

H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.

I. Special and vocational educational and training facilities. ***(Ord. No. 4216, June 2, 2026)***

24. Truck Stops.

25. Utility substations, terminal facilities, and reservoirs.

Section 5.27 ML Light Manufacturing District

5.27.02 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. Indoor Firing Range ***(Ord. No. 3698, Feb. 11, 2013)***
5. Private Communications Utility

   A. Landscaping shall be provided in accordance with the landscape regulations in Article 9.

   B. The perimeter of each storage area shall be enclosed by fencing or screening walls. All fencing/screening walls shall be located on the interior side of any required landscaping.
6. Self-service storage facilities, provided they meet the following restrictions :

   A. Lot Standards: All space limits as specified in the ML Zone shall be followed,

   B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.

   C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.

   D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.

   E. Parking/Loading:

   F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.

   G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.

   H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.

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

   J. Site Plan: Each application for a self-storage facility shall provide a

detailed site plan as required by the Planning Director. ***(Ord. No. 3888, Dec. 11, 2017)***
(Ord. No. 4216, June 2, 2026)

Section 5.28 MH Heavy Manufacturing District

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. Private Communications Utility
   A. Landscaping shall be provided in accordance with the landscape regulations in Article 9.
   B. The perimeter of each storage area shall be enclosed by fencing or screening walls. All fencing/screening walls shall be located on the interior side of any required landscaping.
9. 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.
10. Rendering of by-products of slaughtering and killing of animals or poultry.
11. 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)

12. Special and vocational educational and training facilities.
13. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
14. The bulk storage of flammable or noxious gasses above or below ground.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVED as amended, with the definition of "private utility" specific to communications, and to allow this as a conditional use rather than permitted use in the AG, FX, ML, and MH zoning districts.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of "Private Communications Utility" as a conditional use in the AG, FX, ML, and MH zoning districts and with the amended definition: "Private Communications Utility shall mean a privately owned or operated building, structure, or facility primarily used for the transmission, distribution, operation, or support of communications utility services. Such facilities may include fiber optic amplification huts, communications equipment shelters, and similar supporting infrastructure. Private communications utility facilities are generally unstaffed or do not have regular on-site employees and typically generate minimal traffic and other off-site impacts."

Synopsis/ Purpose

- Company: Middle Mile Infrastructure, a private company to use the fiber personally or wholesale the capacity to other private or public network providers at the local and/or regional scale
- The fiber amplification hut (In-Line Amplifying (ILA) hut) is a protective structure that houses telecommunications and fiber optic interface equipment
- In-Line Amplifying (ILA) hut to energize the fiber optics lines every 50-60 miles as the fiber will lose bandwidth without being recharge
- Buried fiber optic cable is transferred above ground to connect with transceiver devices to boost and enhance data signals
- Inside of the hut looks like:
  - 
- A footprint of approximately 120 x 120 with a perimeter security fence and a gravel lot
- Perimeter security fence is typically chain-link with barbed wire; however, it can be changed to solid wood, Trex, CMU wall, or rod iron depending on zoning code
  - 

- 
- 
- 

- Typically, do a paved entrance into a gravel lot
- Gravel is ASTM 57 Stone - 3/4" Crushed Stone with no fines and all rocks are 3/4" or greater

- 
- The ILA huts themselves are 24' x 36' prefabricated concrete buildings, roughly 12-15' tall
- Attached to the huts are 2-4 HVAC units that continuously run
- Each hut comes with a generator
- Generator will run for 5-15 minutes every 3 months for maintenance purposes and during the duration of any power outage
- These huts are unmanned structures, serviced only for facility maintenance
- Minimal traffic generated
- No water/sewer required
- Outside of the secured permitter fence can include landscaping and meet buffer requirements

City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

RE: Written Letter of Justification – Text Amendment for Private Utility Facility

To Whom It May Concern,

This text amendment is being requested to establish a clear zoning classification for Private Utility uses within the City's zoning ordinance. The proposed definition would apply to privately owned or operated buildings, structures, and facilities used for the transmission, distribution, operation, or support of utility services. These facilities may include electrical substations, gas regulator stations, water or wastewater pumping facilities, utility equipment buildings, communications facilities, fiber amplification huts, and other similar utility infrastructure.

The current zoning ordinance does not clearly establish a classification for privately owned utility facilities or identify the zoning districts in which these uses may be located. Establishing a defined Private Utility use and corresponding zoning provisions would provide a clear and consistent framework for reviewing this type of infrastructure.

Private Utility facilities generally function as supporting infrastructure rather than customer-facing or high-activity land uses. These facilities typically have few, if any, regular on-site employees and generate limited vehicle traffic, deliveries, and other off-site impacts. Site visits are generally associated with periodic inspection, maintenance, repair, or equipment servicing.

The proposed amendment would allow Private Utility uses as permitted uses within the AG, FX, ML, and MH zoning districts. These districts provide appropriate locations for utility infrastructure while allowing the facilities to remain subject to the applicable development standards of each district.

Creating a defined Private Utility classification would also provide the City with a more adaptable framework for reviewing similar infrastructure in the future. Utility systems and supporting technologies continue to evolve, and having an established category for privately operated utility facilities would reduce the need to determine a new or unrelated classification each time a similar use is proposed. The proposed amendment would therefore provide greater clarity and consistency for City staff, property owners, and applicants while giving the zoning ordinance a defined category that can accommodate both existing and future forms of private utility infrastructure.

For these reasons, we respectfully request approval of the proposed text amendment establishing the Private Utility definition and permitting the use within the AG, FX, ML, and MH zoning districts.

Sincerely,

Lauren Hunt

Lauren Hunt, AICP

10 Patewood Drive
Building 6, Suite 500
Greenville, SC 29615
lauren.hunt@aecom.com

13b.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 3, 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 2.07 and 5.28, City of Bellevue Zoning Ordinance, to add a definition of "data center," and to allow data centers within the MH zoning district as a permitted use. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The city is requesting an amendment to Sections 2.07 and 5.28, zoning ordinance, to add a definition for "data center" and to allow data centers as a permitted use within the MH zoning district. Planning Commission is recommending data centers be allowed as a conditional use permit within the MH zoning district to allow for additional oversight of this use.

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:

The Planning Department is recommending approval of the amendment as presented. The Planning Commission is recommending approval of the definition as presented, with a recommendation to allow "data center" as a conditional use within the MH zoning district.

ATTACHMENTS:

1.	PC Recommendation	2.	Staff Memo	3.	Ord No 4236
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO.4236

AN ORDINANCE TO AMEND SECTIONS 2.07 AND 5.28, ORDINANCE NO. 4146, BELLEVUE ZONING ORDINANCE, RELATING TO DEFINITIONS AND PERMITTED USES IN THE MH HEAVY MANUFACTURING DISTRICT FOR DATA CENTERS; 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 2.07, "D," of Ordinance No. 4146 is hereby amended to read as follows:

Section 2.07 D

DATA CENTER shall mean a centralized repository for the storage, management, processing, conversion, and dissemination of data and information which may also house equipment that supports communications network infrastructure without being part of the physical network. A data center may house equipment that includes, but is not limited to, computers, servers, data storage devices, and related equipment. A data center may include, but shall not be limited to, accessory uses that include offices for data center staff and accessory structures that include water storage tanks, cooling towers, network systems, fuel storage tanks, guardhouses and security offices, storage, chillers, electrical transformers, and engine generators. Accessory uses shall not include retail sales, telephone call centers, or customer service operations. Typical uses include data processing centers and server farms.

DENSITY shall mean the number of dwelling units per gross acre of land.

DETENTION BASIN shall mean a facility for the temporary storage of storm water runoff.

DEVELOPER shall mean any person, corporation, partnership, or entity that is responsible for any undertaking that requires a building or zoning permit, conditional use permit or sign permit.

DEVELOPMENT shall mean any unnatural change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations for which necessary permits may be required. Also, shall mean any material change in the use or appearance of any structure or in the land itself; the division of land into parcels; any change in the intensity or use of land, such as an increase in the number of dwelling units in a structure or a change to a commercial or industrial use from a less intensive use; any activity that alters a river, stream, lake, pond, woodland, wetland, endangered species habitat, aquifer or other resource area.

DEVELOPMENT CONCEPT PLAN shall mean a plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations. Includes lot lines, streets, building sites, reserved open space, building, major landscape features (both natural and man-made), and depending on requirements, the locations of proposed utility lines.

DEVELOPMENT REVIEW shall mean the review, by the City of subdivision plats, site plans, rezoning requests, or permit review.

DISABILITY or HANDICAP shall mean the following but shall not include current, illegal use of or addiction to a controlled substance:

1. A physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently;
2. A record of having such an impairment; or
3. Being regarded as having such impairment.

DOG KENNEL (See "Kennel, commercial" and "Kennel, private")

DOMESTIC ANIMALS shall mean the same as household pet and shall not include any type of exotic animal listed in this ordinance.

DOWNZONING shall mean a change in zoning classification of land to a less intensive or more restrictive district such as from commercial district to residential district or from a multiple family residential district to single family residential district.

DRAINAGE shall mean the removal of surface water or groundwater from land by drains, grading, or other means that include runoff controls to minimize erosion and sedimentation during and after construction or development, the means for preserving the water supply, and the prevention or alleviation of flooding.

DRAINAGEWAY shall mean any depression two feet or more below the surrounding land serving to give direction to a current of water less than nine months of the year, having a bed and well-defined banks; provided that in the event of doubt as to whether a depression is a watercourse or drainage way, it shall be presumed to be a watercourse.

DRIVE-IN may be used as a noun or adjective and shall refer to a business which is designed to serve patrons while they are reposed in vehicles or by means of service windows with the intent that products be consumed in automobiles such as drive-in bank windows, post office drop boxes or laundry or cleaning drop boxes.

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DUMP shall mean a place used for the disposal, abandonment, discarding by burial, incineration, or by any other means for any garbage, sewage, trash, refuse, rubble, waste material, offal or dead animals. Such use shall not involve any industrial or commercial process.

DUPLEX shall mean the same as "Dwelling, Two Family".

DWELLING shall mean a building or portion thereof, designed or used exclusively for residential occupancy, including single family dwellings, two family dwellings, multi-family dwellings and group dwellings; provided however that the following are not dwellings:

1. Hotels, motels, tourist courts and cabins;
2. In a building that contains one or more dwelling units or lodging rooms in addition to one or more non-residential uses, except when accessory to the residential uses;
3. Used for the institutional care of people such as hospitals, rest homes, orphanages, and homes for the aged.

DWELLING, ATTACHED (ROW) shall mean a multi-family dwelling in which each dwelling unit has a separate outdoor entrance and is either

1. joined to one other dwelling unit at one side by one party wall or
2. joined to two other dwelling units by one party wall on each side

DWELLING, DETACHED shall mean a dwelling that is completely surrounded by open space on the same lot.

DWELLING, GROUP shall mean a structure other than a hotel or motel inhabited by more or less permanent occupants in excess of 4, living independently in quarters other than dwelling units.

DWELLING, MANUFACTURED HOME shall mean a factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with standards promulgated by the United States Department of Housing and Urban Development.

DWELLING, MOBILE HOME shall mean any prefabricated structure, composed of one or more parts, used for living and sleeping purposes, shipped or moved in essentially a complete condition and mounted on wheels, skids or roller, jacks blocks, horses, skirting or a permanent or temporary foundation or any prefabricated structure which has been or reasonably can be equipped with wheels or other devices for transporting the structure from place to place, whether by motive power or other means. The term mobile home shall include trailer home and camp car, but the definition shall not apply to any vehicle lawfully operated upon fixed rails.

1. Permanently Attached: Attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent continuous foundation or structural change in such mobile home in order to relocate it on another site in accordance with manufacturers recommendations.
2. Permanent Foundation: Based on which building rests to be constructed from either poured concrete or laid masonry block or brick on a footing to be placed a minimum of 42 inches below the final ground level.

DWELLING, MODULAR shall mean any prefabricated structure, used for dwelling purposes, moved on to a site in an essentially complete constructed condition, in one or more parts, and when completed is a single-family unit on a permanent foundation, attached to the foundation with permanent connections. To be a modular dwelling it shall meet or be equivalent to the construction criteria as defined by the Nebraska State Department of Health and Human Services under the authority granted by Section 71-1555 through 71-1567, Nebr. R.R.S., 1943, in addition to any amendments thereto, those that do not meet the above criteria shall be considered a mobile home.



DWELLING, MULTI-FAMILY shall mean a building or buildings designed and used for occupancy by three or more families, all living independently of each other and having separate kitchen and toilet facilities for each family.

DWELLING, SEASONAL shall mean a dwelling designed and used as a temporary residence and occupied less than six months in each year.

DWELLING, SINGLE FAMILY shall mean a building having one dwelling unit and accommodations for or occupied exclusively by one family which meet all the following standards:

1. The home shall have no less than 900 square feet of floor area, above grade, for single story construction;
2. The home shall have no less than an 18-foot exterior width;
3. The roof shall be pitched with a minimum vertical rise of two and one-half inches for each 12 inches of horizontal run;
4. The exterior material shall be of a color, material and scale comparable with those existing in residential site-built, single-family construction;
5. The home shall have a non-reflective roof material that is or simulates asphalt or wood shingles, tile, or rock;
6. The home shall be placed on a continuous permanent foundation and have wheels, axles, transporting lights, and removable towing apparatus removed; and
7. The home shall meet and maintain the same standards that are uniformly applied to all single-family dwellings in the zoning district.
8. Permanent foundation: continuous perimeter base on which building rests to be constructed from either poured concrete or laid masonry block or brick on a footing to be placed a minimum of 42 inches below the final ground level.

DWELLING, SINGLE-FAMILY (ATTACHED) shall mean a one-family dwelling unit that is attached to one additional single-family dwelling. Said dwelling units are separated by an unpierced common wall through the center of the structure that also sits along the property line separating ownership of the structure.

DWELLING, SINGLE-FAMILY (DETACHED) shall mean a dwelling which is entirely surrounded by open space on the same lot and is detached from another single-family dwelling.

DWELLING, TWO FAMILY shall mean a building designed or used exclusively for the occupancy of two families living independently of each other and having separate kitchen and toilet facilities for each family.

DWELLING UNIT shall mean one room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or lease on a weekly, monthly, or longer basis, and physically separate from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, toilet and sleeping facilities for one family only.

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

Section 5.28 MH Heavy Manufacturing District

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

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.

4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Data Center
8. Dry cleaning, laundry, and dying plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services – administrative facilities.
14. Governmental services – maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Heavy auto repair services.
17. Highway maintenance yards or buildings.
18. 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.
19. Laboratories.
20. Light auto repair services.
21. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
22. Manufacture and assembly of electrical and electronic appliances.
23. Manufacture of light sheet metal products including heating and ventilation equipment.
24. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
25. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
26. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
27. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
28. Marine sales and services but excluding the storage or salvage of boats.
29. 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.
30. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
31. Pipeline Transfer Facility
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
    A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
    B. No stacking of containers shall be permitted.
    C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
    D. Containers may not encroach into a drainage way or required landscaped area.
    E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
    F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
    G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
    H. Landscaping shall be provided in accordance with the 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.

33. Printing services when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
37. Recycling Collection and processing facilities, both public and private. ***(Ord. No. 4053, Oct 5, 2021)***
38. Stone and monument work.
39. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
40. Temporary batch plants, not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
41. Truck wash.
42. Trucking terminals containing in excess of four loading or transfer bays.
43. Veterinary Services, including livestock.
44. Warehouses and storage of non-hazardous goods, provided storage is inside building.
45. 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.

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: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 197

CITY COUNCIL HEARING DATE: November 17, 2026

REQUEST: to amend Sections 2.07 and 5.28, to add a definition for "Data Center" and to allow as a permitted use within the MH zoning district.

On October 22, 2026, the City of Bellevue Planning Commission voted five yes, zero no, four absent, and zero abstained:

APPROVAL of the definition as presented, with a recommendation to allow "Data Center" as a conditional use within the MH zoning district.

VOTE:

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

Planning Commission Hearing was held on: October 22, 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: October 27, 2026
RE: Text Amendment to Sections 2.07 and 5.28, Zoning Ordinance

The City of Bellevue is requesting an amendment to Sections 2.07 and 5.28, City of Bellevue Zoning Ordinance, to add a definition for "data center" and to allow for data centers within the MH zoning district as a permitted use.

Staff researched similar regulations throughout the metro area, as well as regionally. The Cities of Papillion and Springfield have several large data center campuses along their Highway 50 corridor, south of Highway 370 and north of Fairview Road. Meta, Google, Gemini, and Traveler's have all developed data centers in that area.

Papillion allows data centers as a permitted use in their General Commercial, Limited Industrial, and General Industrial zoning districts. Data centers are permitted as a special use or by development agreement in their Office and Mixed Use districts. Springfield allows data centers as a permitted use in their Light Industrial district, and as a conditional use in their Highway Corridor Overlay district.

The City of Council Bluffs has data center development as well. Council Bluffs allows data centers as a permitted use in their Planned Industrial and General Industrial zones. The City of Kearney recently enacted zoning to allow data centers. In Kearney, data centers are defined as a "commercial use," and are allowed under specific supplemental regulations to include items such as maximum noise levels.

I communicated with some of our local Planning Directors to get feedback on their data center regulations and experience with data center development.

Staff is recommending data centers be a permitted use in the MH (Heavy Manufacturing) district. By allowing them in the MH district this will limit data centers near existing residential neighborhoods. Most of our larger, developable, existing MH zoning districts are located near the Highway 34 corridor. We also have some existing MH zoning along Fort Crook Road North. Additionally, an MH zoning designation would not be recommended adjacent to residential development. Currently, the city has performance standards for industrial development in Section 8.08, Zoning Ordinance. Staff is not

recommending an amendment to the performance standards at this time. It is anticipated that these standards will be updated when a comprehensive zoning ordinance update is done in 2027. Section 8.08 does contain measurable maximum noise and vibration levels. Development of a data center would have to comply with all applicable rules and regulations set forth in the Zoning Ordinance, such as space limitations and landscaping. The proposed definition of data center is modeled after the City of Papillion, as staff found that definition to be the most comprehensive in our research.

Staff is recommending the following amendments:

Section 2.07 D

DATA CENTER shall mean a centralized repository for the storage, management, processing, conversion, and dissemination of data and information which may also house equipment that supports communications network infrastructure without being part of the physical network. A data center may house equipment that includes, but is not limited to, computers, servers, data storage devices, and related equipment. A data center may include, but shall not be limited to, accessory uses that include offices for data center staff and accessory structures that include water storage tanks, cooling towers, network systems, fuel storage tanks, guardhouses and security offices, storage, chillers, electrical transformers, and engine generators. Accessory uses shall not include retail sales, telephone call centers, or customer service operations. Typical uses include data processing centers and server farms.

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DOG KENNEL (See "Kennel, commercial" and "Kennel, private")

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2. In a building that contains one or more dwelling units or lodging rooms in addition to one or more non-residential uses, except when accessory to the residential uses;
3. Used for the institutional care of people such as hospitals, rest homes, orphanages, and homes for the aged.

DWELLING, ATTACHED (ROW) shall mean a multi-family dwelling in which each dwelling unit has a separate outdoor entrance and is either

1. joined to one other dwelling unit at one side by one party wall or
2. joined to two other dwelling units by one party wall on each side

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DWELLING, GROUP shall mean a structure other than a hotel or motel inhabited by more or less permanent occupants in excess of 4, living independently in quarters other than dwelling units.

DWELLING, MANUFACTURED HOME shall mean a factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with standards promulgated by the United States Department of Housing and Urban Development.

DWELLING, MOBILE HOME shall mean any prefabricated structure, composed of one or more parts, used for living and sleeping purposes, shipped or moved in essentially a complete condition and mounted on wheels, skids or roller, jacks blocks, horses, skirting or a permanent or temporary foundation or any prefabricated structure which has been or reasonably can be equipped with wheels or other devices for transporting the structure from place to place, whether by motive power or other means. The term mobile home shall include trailer home and camp car, but the definition shall not apply to any vehicle lawfully operated upon fixed rails.

1. Permanently Attached: Attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent continuous foundation or structural change in such mobile home in order to relocate it on another site in accordance with manufacturers recommendations.
2. Permanent Foundation: Based on which building rests to be constructed from either poured concrete or laid masonry block or brick on a footing to be placed a minimum of 42 inches below the final ground level.

DWELLING, MODULAR shall mean any prefabricated structure, used for dwelling purposes, moved on to a site in an essentially complete constructed condition, in one or more parts, and when completed is a single-family unit on a permanent foundation, attached to the foundation with permanent connections. To be a modular dwelling it shall meet or be equivalent to the construction criteria as defined by the Nebraska State Department of Health and Human Services under the authority granted by Section 71-1555 through 71-1567, Nebr. R.R.S., 1943, in addition to any amendments thereto, those that do not meet the above criteria shall be considered a mobile home.



DWELLING, MULTI-FAMILY shall mean a building or buildings designed and used for occupancy by three or more families, all living independently of each other and having separate kitchen and toilet facilities for each family.

DWELLING, SEASONAL shall mean a dwelling designed and used as a temporary residence and occupied less than six months in each year.

DWELLING, SINGLE FAMILY shall mean a building having one dwelling unit and accommodations for or occupied exclusively by one family which meet all the following standards:

1. The home shall have no less than 900 square feet of floor area, above grade, for single story construction;
2. The home shall have no less than an 18-foot exterior width;
3. The roof shall be pitched with a minimum vertical rise of two and one-half inches for each 12 inches of horizontal run;
4. The exterior material shall be of a color, material and scale comparable with those existing in residential site-built, single-family construction;

5. The home shall have a non-reflective roof material that is or simulates asphalt or wood shingles, tile, or rock;
6. The home shall be placed on a continuous permanent foundation and have wheels, axles, transporting lights, and removable towing apparatus removed; and
7. The home shall meet and maintain the same standards that are uniformly applied to all single-family dwellings in the zoning district.
8. Permanent foundation: continuous perimeter base on which building rests to be constructed from either poured concrete or laid masonry block or brick on a footing to be placed a minimum of 42 inches below the final ground level.

DWELLING, SINGLE-FAMILY (ATTACHED) shall mean a one-family dwelling unit that is attached to one additional single-family dwelling. Said dwelling units are separated by an unpierced common wall through the center of the structure that also sits along the property line separating ownership of the structure.

DWELLING, SINGLE-FAMILY (DETACHED) shall mean a dwelling which is entirely surrounded by open space on the same lot and is detached from another single-family dwelling.

DWELLING, TWO FAMILY shall mean a building designed or used exclusively for the occupancy of two families living independently of each other and having separate kitchen and toilet facilities for each family.

DWELLING UNIT shall mean one room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or lease on a weekly, monthly, or longer basis, and physically separate from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, toilet and sleeping facilities for one family only.

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. Data Center
8. Dry cleaning, laundry, and dying plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.

13. Governmental services – administrative facilities.
14. Governmental services – maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Heavy auto repair services.
17. Highway maintenance yards or buildings.
18. 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.
19. Laboratories.
20. Light auto repair services.
21. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
22. Manufacture and assembly of electrical and electronic appliances.
23. Manufacture of light sheet metal products including heating and ventilation equipment.
24. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
25. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
26. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
27. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
28. Marine sales and services but excluding the storage or salvage of boats.
29. 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.
30. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
31. Pipeline Transfer Facility
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
    A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
    B. No stacking of containers shall be permitted.
    C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
    D. Containers may not encroach into a drainage way or required landscaped area.
    E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
    F. An approved hard surface will be required for access to and the

placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.

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

H. Landscaping shall be provided in accordance with the 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.

33. Printing services when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
37. Recycling Collection and processing facilities, both public and private. ***(Ord. No. 4053, Oct 5, 2021)***
38. Stone and monument work.
39. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
40. Temporary batch plants, not to exceed 36 months of operation. ***(Ord. No. 4027, March 2, 2021)***
41. Truck wash.
42. Trucking terminals containing in excess of four loading or transfer bays.
43. Veterinary Services, including livestock.
44. Warehouses and storage of non-hazardous goods, provided storage is inside building.
45. 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:

The Planning Commission recommended APPROVAL of the definition as presented, with a recommendation to allow "data center" as a conditional use within the MH zoning district rather than a permitted use.

14a.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 3, 2026	SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☑
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to approve the Event License Application for the Annual Veterans Day Parade.

SYNOPSIS/BACKGROUND:

Bellevue Chamber of Commerce has submitted an Event License Application for the Annual Veterans Day Parade to be held on Saturday, November 7, 2026 from 7:00 a.m. to 12:00 p.m. (parade begins at 10:00 a.m.). The parade will utilize Bert Murphy and Mission Avenue to Franklin Street ending at Washington Park. Applicant has requested the $50.00 application fee to be waived, due to this being a community event.

FISCAL IMPACT:: n/a 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: N/A

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Event License Application for the Bellevue Chamber of Commerce for the Annual Veterans Day Parade to be held on Saturday, November 7, 2026 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.)

ATTACHMENTS:

1. Application	2. Review Forms from City Departments	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Bellevue Chamber of Commerce Date: 10/9/2026

Contact Person Information for Organization:

Name: Diane Bruce Phone: 402-898-3000 Email: president@bellevuenebraska.com

Address: 1036 Bruin Blvd. #119 City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Veterans Day Parade

Location of Event/Alternate Location:

The vendors will line up on Lincoln Road between Mission and Harvell. The parade will take place on Mission Avenue to Franklin Street ending at Washington Park.

Dates of Event: 11/7/2026 Alternate Dates: _____ Hours of Event: 7:00 a.m. - 12:00 p.m(Parade at 10)

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

1. Sanitary Facilities: Portable Restrooms on Mission Avenue, Bert Murphy, and Washington Park
2. Running Water: N/A
3. Power: N/A
4. Parking: side street north and south of Mission
5. Insurance: N/A

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

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

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. **I understand the $50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.**

Signature of Applicant: _____

Police Department Requests:

Will discuss with the Police Department what they need us to do and where they will set up.

Parks Department Requests:

Street Department Requests:

Streets mentioned above will need to be closed/blocked, as they have in previous years.

Special Request:

Request waiver of $50.00 event license due to this being a community event and the Bellevue Chamber of Commerce is a non-profit.

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____.
City Council hearing date: _____

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

FROM: Susan Kluthe

DATE: October 12, 2026

SUBJECT: Recommend approval of an Event Application for the Bellevue Chamber of Commerce for Veterans Day Parade to be held on Saturday, November 7, 2026 from 7:00 a.m. to 12:00 p.m. (parade begins at 10:00 a.m.) The parade will utilize Bert Murphy and Mission Avenue to Franklin Street ending at Washington Park.

Please make comments on the above request and return to Susan Kluthe, by October 19, 2026 . Should you have any questions or concerns, please contact Susan Kluthe at (402) 293-3007 or susan.kluthe@bellevue.net. If you do not have any comments, please check the No Comments box and return this form by the deadline date to the City Clerk's Office. Thank you!

- [ ] Comments
- [x] No Comments

Signature or Fill in Your Name

10/12/2026
Date

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

☐ Parks Department
- ☐ Jim Shada

☐ Public Works Department
- ☐ Dave Goedeken

☑ Streets Department
- ■ Bobby Riggs

☐ Fire Department
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☑ Comments ☐ No Comments

STREETS WILL SUPPORT ANNUAL EVENT WITH CLEANING ROUTE, ASSISTING WITH EQUIPMENT SUPPORT AND BARRICADING AS IN THE PAST, WEATHER PERMITTING.

Bobby Riggs Digitally signed by Bobby Riggs Date: 2026.10.12 10:14:58 -05'00'
Signature or Fill in Your Name

10.12.2026
Date

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

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

☐ Parks Department
- ☐ Jim Shada

☐ Public Works Department
- ☒ Dave Goedeken

☐ Streets Department
- ☐ Bobby Riggs

☐ Fire Department
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☐ Comments ☒ No Comments

David Hoodaman
Signature or Fill in Your Name

Date 10/12/26

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

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- ☐ Jim Shada

☐ Public Works Department
- ☐ Dave Goedeken

☐ Streets Department
- ☐ Bobby Riggs

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

FROM: Susan Kluthe

DATE: October 12, 2026

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☐ Comments ☑ No Comments

Signature or Fill in Your Name

10-13-2026
Date

Notice of Public Hearing
Nebraska's Official Veteran's Parade

Pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, November 3, 2026, at 4:30 p.m., the Bellevue City Council will hold a public hearing on the request of the Bellevue Chamber of Commerce to hold the annual Nebraska' Official Veteran's Parade on Saturday, November 7, 2026 from 7:00 a.m. to 12:00 p.m. from Mission Avenue to Franklin Street ending at Washington Park, Bellevue.

The meeting is open to the public and the public is encouraged to attend. Requests for special accommodations must be placed with the City Clerk at least forty-eight hours prior to the meeting.

Susan Kluthe
City Clerk

15a.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/03/2026	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 a trail expenditure in the amount of $357,585.77 for Sanitary and Improvement District No. 353 Alta Collina.

SYNPOSIS/BACKGROUND:

Section 7-23, Subdivision Regulations, requires a Sanitary and Improvement District to get Council approval for park expenditures. SID #353 (Alta Collina) is requesting trail improvements in the amount of $357,585.77 (this amount includes a change order for the entire project). The trail will be completed along South 48th Street to connect with existing trail, as well as provide trail connections throughout the neighborhood. This trail was approved with the Alta Collina final plat process. The Public Works, Planning, and Park Departments have all reviewed these plans and have found them acceptable.

FISCAL IMPACT: n/a BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Staff has reviewed this request and is recommending approval.

ATTACHMENTS:

1.	Resolution No. 2026-23	2.	Project Bid Sheet	3.	Engineering documents from Foley Shald
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

RESOLUTION 2026-23

WHEREAS, Sanitary and Improvement District No. 353 of Sarpy County, Nebraska, which encompasses the subdivision in Sarpy County known as Alta Collina and is located within the zoning jurisdiction of the City of Bellevue, proposes to construct trail improvements within the boundaries of Sanitary and Improvement District No. 353, Alta Collina, at the following estimated cost - $357,585.77.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska does herewith approve the expenditure by Sanitary and Improvement District No. 353, Alta Collina, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded in the amount of $357,585.77 for trail improvements.

PASSED AND ADOPTED THIS 3rd DAY OF NOVEMBER 2026.

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

FoleyShald ENGINEERING

July 13, 2026

Chairman and Board of Trustees
Sanitary and Improvement District No. 353
c/o Klancy Peterson
Peterson & Foster Law
2637 S 158th Plaza, Ste. 110
Omaha, NE 68130

SID 353 – Alta Collina
Alta Collina Trail & Sidewalk – Phase 1– Bid Results
FSE #: 044.004

Dear Members of the Board:

The Alta Collina Trail & Sidewalk – Phase 1 project was publicly bid on July 13, 2026. Five bids were received and opened. One bid was excluded because of insufficient bid bond amount. The lowest eligible bidder being NL&L Concrete, Inc. The bid amount was $276,439.32.

The Engineer's Estimate for this project was $382,200.00. The bid tabulation is included for reference.

Based on our review, we recommend to the board that the Alta Collina Trail & Sidewalk – Phase 1 contract to be awarded to NL&L Concrete, Inc.

Ifyou have any questions relating to the above information, please contact the undersigned.

Respectfully Submitted,

Andrew L Rech

Andrew Rech, PE
Project Manager

FOLEYSHALD ENGINEERING, LLC
14503 GROVER STREET, SUITE 102
OMAHA, NE 68144
T 402.804.3993

FoleyShald ENGINEERING

CHANGE ORDER NO. 1

OWNER	SID No. 353, Sarpy County	DATE	October 13, 2026
CONTRACTOR	NL & L Concrete Inc.		
ENGINEER	FoleyShald Engineering, LLC.	ENGINEERS	
PROJECT	Alta Collina Trail and Sidewalk, Phase 1	PROJECT NO.	044.004

Dear Members of the Board:

This Change Order documents the following changes in the Contract Documents:

Description:

Items 6-16: Quantities adjusted for final approved plans by the City of Bellevue.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
QUANTITY ADJUSTMENTS					
6	Install Inlet Protection	EA	$299.25	+3	+$897.75
7	Subgrade Preparation	SF	$0.34	+12,269	+$4,171.46
8	Construct 6" PCC Trail (OPW3500)	SF	$6.00	+9,764	+$58,584.00
9	Construct 6" Thick Stamped PCC with Staggered Brick Pattern or Approved Equal	SF	$10.00	+15	+$150.00
10	Construct Curb Ramps (43 Locations)	SF	$10.00	-607	-$6,070.00
11	Construct Detectable Warning Panel (43 Locations)	SF	$20.00	+16	+$320.00
12	Install Seeding, Type "City of Omaha, Type A"	SY	$0.74	+2,850	+$2,109.00
13	Install Rolled Erosion Control, Type 1	SY	$1.26	+2,850	+$3,591.00
14	Adjust Manhole to Grade	EA	$25.00	+1	$25.00
15	Remove Existing Pavement	SF	$2.00	+800	+$1,600.00
16	Earthwork – Haul Off	CY	$30.00	-550	-$16,500.00
CHANGE ORDER 1 NET ADJUSTMENT					**+$48,878.21**

Item 15: Embankment construction for trail construction along 48th Street. Work includes excavation, borrow, hauling, placement, and compaction.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
ADDITIONS					
19	Earthwork – Haul-In	CY	$40.84	+820	+$33,488.00
CHANGE ORDER 1 NET ADDITION					**+$33,488.00**

	DESCRIPTION	AMOUNT
	CHANGE ORDER 1 NET ADJUSTMENT	+$48,878.21
	CHANGE ORDER 1 NET ADDITIONS	+$33,488.00
	CHANGE ORDER 1 SUBTOTAL	**+$82,366.21**

CURRENT CONTRACT SUMMARY	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		SUBSTANTIAL COMPLETION	READY FOR FINAL PAYMENT
Original Contract Price:	$275,169.17	30 Working Days	30 Working Days
Net Change – Change Order 1	+$82,366.21	N/A	N/A
Contract price with all approved Change Orders:	**$357,535.38**	**30 Working Days**	**30 Working Days**

We have reviewed this change order and recommend approval. Please feel free to contact us if you should have any questions.

Sincerely,

Justin Feik

Justin Feik
Senior Construction Manager

ACCEPTED	APPROVED
NL & L Concrete Inc.	SID #353, Sarpy County
By: Kevin Marshall	By:
Title: Project Manager	Title:
Dte: 10-16-2026	Date:

ALTA COLLINA
TRAIL & SIDEWALK-PHASE 1

SANITARY AND IMPROVEMENT DISTRICT
353 OF SARPY COUNTY NEBRASKA



BID ITEM NUMBER	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT
	EXTERIOR TRAIL		
1	MOBILIZATION	1	LS
2	TRAFFIC CONTROL	1	LS
3	INSTALL SILT FENCE	800	LF
4	MAINTAIN SILT FENCE	800	LF
5	REMOVE SILT FENCE	800	LF
6	INSTALL INLET PROTECTION	11	EA
7	SUBGRADE PREPARATION	61765	SY
8	CONSTRUCT 6" PCC TRAIL (6PW 3506)	29600	SF
9	CONSTRUCT 6" THICK STAMPED PCC WITH STAGGERED BRICK PATTERN OR APPROVED EQUAL (6PW 3506)	3075	SF
10	CONSTRUCT CURB RAMPS (8 LOCATIONS)	3,290	SF
11	CONSTRUCT DETECTABLE WARNING PANELS (8 LOCATIONS)	680	SF
12	INSTALL SEEDING, TYPE "CITY OF OMAHA, TYPE A"	9680	SY
13	INSTALL ROLLED EROSION CONTROL, TYPE 1	9680	SY
14	ADJUST MANHOLE TO GRADE	3	EA
15	REMOVE EXISTING PAVEMENT	2,670	SF
16	EARTHWORK-HAUL OFF	500	CY
17	SAW-CUT CONCRETE FULL DEPTH	95	LF
18	REMOVE AND REPLACE CURB & GUTTER	84	LF
19	EARTHWORK-HAUL IN	820	CY

SHEET INDEX

SHEET NUMBER	SHEET TITLE	ORIGINAL DATE	CURRENT REVISION DATE
1	COVER SHEET	6/3/2026	9/11/2026
2	LEGEND SHEET	6/3/2026	
3	CONSTRUCTION NOTES	6/3/2026	7/20/2026
4	VICINITY MAP	6/3/2026	7/20/2026
5	SEND ST PLAN	6/3/2026	7/20/2026
6	WET ST PLAN	6/3/2026	7/20/2026
7	LOOK INDICLASS DR PLAN	6/3/2026	7/20/2026
8	REVISED PLAN AND PROFILE	6/11/2026	9/11/2026
9	CURB RAMPS	6/3/2026	7/20/2026

[illegible] PROJECT NUMBER	[illegible] SID#
ALTA COLLINA TRAIL & SIDEWALK-PHASE1 PROJECT NAME	ALTA COLLINA SUBDIVISION NAME
96TH STREET AND PINEHILL ROAD PROJECT ADDRESS	68133 ZIP CODE
CONSTRUCTING SIDEWALK & TRAIL PROJECT DESCRIPTION	NE1/4 SW1/4 T14N R13E QUARTER SECTION

APPLICANT
SID NO. 353
16235 WOODLAND DRIVE
OMAHA, NE 68130
402-896-1266

DESIGNER
FOLEYSHALD ENGINEERING
9900 S. 147TH STREET, SUITE 200
OMAHA, NE 68138
402-861-1900
AHOLM@FOLEYSHALD.COM

INSPECTOR
FOLEYSHALD ENGINEERING
9900 S. 147TH STREET, SUITE 200
OMAHA, NE 68138
402-861-1900

Nebraska811
Know what's below.
811 before you dig.

BRETT D. SHALD
E-17668
9/11/2026
COORDINATING PROFESSIONAL

FoleyShald ENGINEERING

COVER SHEET

ALTA COLLINA
BELLEVUE, NE

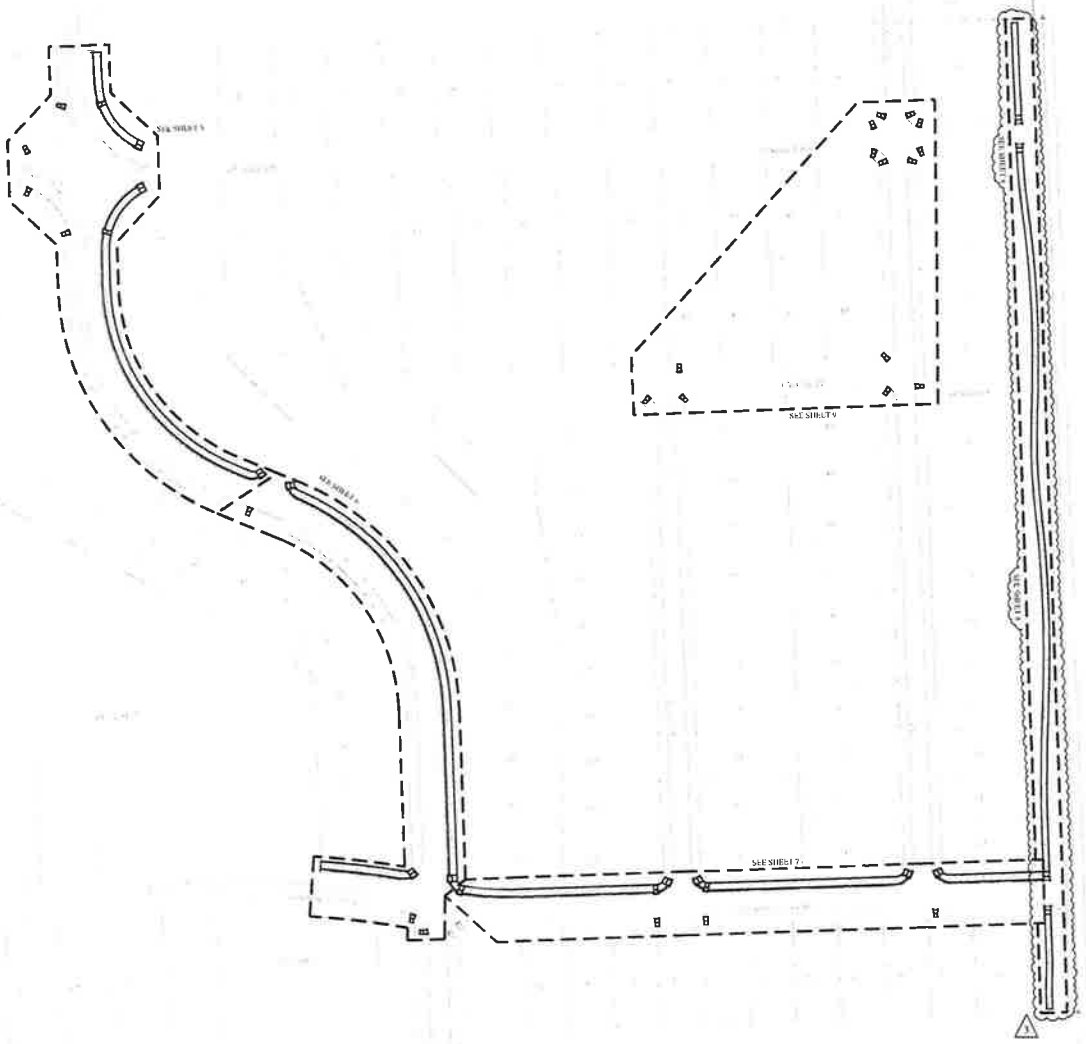
TRAIL & SIDEWALK-PHASE 1

NO.	DATE	REVISION DESCRIPTION	BY
1	9/11/2026	REVISION 1	JK
2	7/20/2026	CITY COMMENTS	JK
3	6/3/2026	CITY COMMENTS 1	JK

ANDREW L. HOLM
E-13822
9/11/26

DRAWN BY: JK
DATE: 6/3/2026
CHECKED BY: AH
PROJECT NUMBER: 5353.018

SHEET NO. 1 OF 9



N
W E
S

FoleyShald
ENGINEERING

VICINITY MAP

ALTA COLLINA
BELLEVUE, NE

TRAIL & SIDEWALK-PHASE 1

PLAN REVISIONS

NO.	DATE	REVISION DESCRIPTION	BY
1	06/20/2024	PER CITY COMMENTS	AL
2	07/30/2024	PER CITY COMMENTS	AL
3	08/13/2024	PER CITY COMMENTS	AL

DRAWN BY: AL | REVIEWED BY: AH
DATE: 06/20/2024 | PROJECT NUMBER: 2024-0001

SHEET NO: 4 OF 9

15b.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 3, 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 rescind Resolution 2022-15, which approved a Tax Increment Financing Redevelopment Agreement with Elevate Lofts, LLC.

SYNOPSIS/BACKGROUND:

On June 21, 2022, Res. No. 2022-15 was approved for Lot 1, College Apartments Addition, which approved TIF for the purpose of a 168-unit multi-family development for Elevate Lofts, LLC. The development never occurred and Elevate Lofts, LLC failed to comply with the Redevelopment Agreement. As such, the Planning Department is requesting Res. No. 2022-15 be rescinded. According to Sarpy County Assessor's information, Elevate Lofts, LLC recently sold the property.

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:

Staff is recommending Res. No. 2022-15 be rescinded.

ATTACHMENTS:

1. Res. No. 2026-24	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 2026 -24

A RESOLUTION RESCINDING RESOLUTION NO. 2022-15 PASSED ON JUNE 21, 2022 APPROVING A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITH ELEVATE LOFTS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AND SUBSEQUENT AMENDMENTS.

WHEREAS, Elevate Lofts, LLC, was the developer of certain real property currently situated within the corporate limits of the City of Bellevue, legally described as Lot 1, College Apartments Addition, Sarpy County, Nebraska;

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, on June 21, 2022, by Resolution No. 2022-15, the City Council of the City of Bellevue approved the Elevate Lofts Redevelopment Plan for Multi-Family Housing at 400 W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska , which Redevelopment Plan proposed the construction of a 168-unit apartment community, consisting of unique "lofted" style studio and 1-bedroom apartments as shown on the site plan attached hereto as Exhibit "A"; and

WHEREAS, Elevate Lofts, LLC has failed to comply with the Redevelopment Agreement; and

WHEREAS, the City desires by this resolution to rescind and terminate Elevate Lofts Redevelopment Plan and subsequent amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska that the Redevelopment Agreement with Elevate Lofts, LLC a Nebraska limited liability company, and subsequent amendments, to implement 168-unit apartment community, consisting of unique "lofted" style studio and 1-bedroom apartments for the redevelopment site located at 400 W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska, approved on June 21, 2022, by Resolution No. 2022-15, and subsequent administrative amendments, shall be and hereby is rescinded.

PASSED AND APPROVED, by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 3rd day of November, 2026.

_____

Rusty Hike, Mayor

(SEAL)

ATTEST:

_____

Susan Kluthe, City Clerk

15c.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/03/2026		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 a trail expenditure in the amount of $1,114,706.50 for Sanitary and Improvement District No. 310 Liberty.

SYNPOSIS/BACKGROUND:

Section 7-23, Subdivision Regulations, requires a Sanitary and Improvement District to get Council approval for park expenditures. SID #310 (Liberty) is requesting trail improvements in the amount of $1,114,706.50. The trail will be completed in an existing outlot to the northwest of the neighborhood. The Public Works, Planning, and Park Departments have all reviewed these plans and have found them acceptable.

FISCAL IMPACT: n/a BUDGETED FUNDS?: no GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Staff has reviewed this request and is recommending approval.

ATTACHMENTS:

1.	Resolution No. 2026-25	2.	Project Bid Sheet	3.	Engineering documents from TD2
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

RESOLUTION 2026-25

WHEREAS, Sanitary and Improvement District No. 310 of Sarpy County, Nebraska, which encompasses the subdivision in Sarpy County known as Liberty and is located within the zoning jurisdiction of the City of Bellevue, proposes to construct trail improvements within the boundaries of Sanitary and Improvement District No. 310, Liberty, at the following estimated cost - $1,114,706.50.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska does herewith approve the expenditure by Sanitary and Improvement District No. 310, Liberty, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded in the amount of $1,114,706.50 for trail improvements.

PASSED AND ADOPTED THIS 3rd DAY OF NOVEMBER 2026.

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

TD2 engineering & surveying

thompson, dreessen & dorner
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

October 20, 2026

Chairman and Board of Trustees
Sanitary and Improvement District No. 310
of Sarpy County, Nebraska
c/o Mr. Martin Pelster, Attorney
Croker, Huck, Kasher, Dewitt, Anderson & Gonderinger, L.L.C.
2120 S 72nd Street, Suite 1200
Omaha, NE 68124

RE: Liberty Outlot A Trail
TD2 File No. 2079-110.23

Board Members:

Bids were received at our office on October 15, 2026, for the construction of the Liberty Outlot A Trail project. Vrana Civil, Inc. of Omaha, Nebraska, was the low bidder in the amount of $1,114,706.50. Vrana Civil, Inc. is a qualified contractor, and we recommend that the contract be awarded to it contingent upon submittal of the required bonds and certifications. The project cannot be awarded until Bellevue City Council has reviewed and approved the bids, which is currently scheduled for November 3rd, 2026. A notice of award will be sent to the contractor requesting the required bonds and certifications once city approval has been received.

A tabulation of all bids received is enclosed.

Respectfully submitted,

Andrew A. Koster, P.E.
THOMPSON, DREESSEN & DORNER, INC.

AAK/cnc

Enclosure

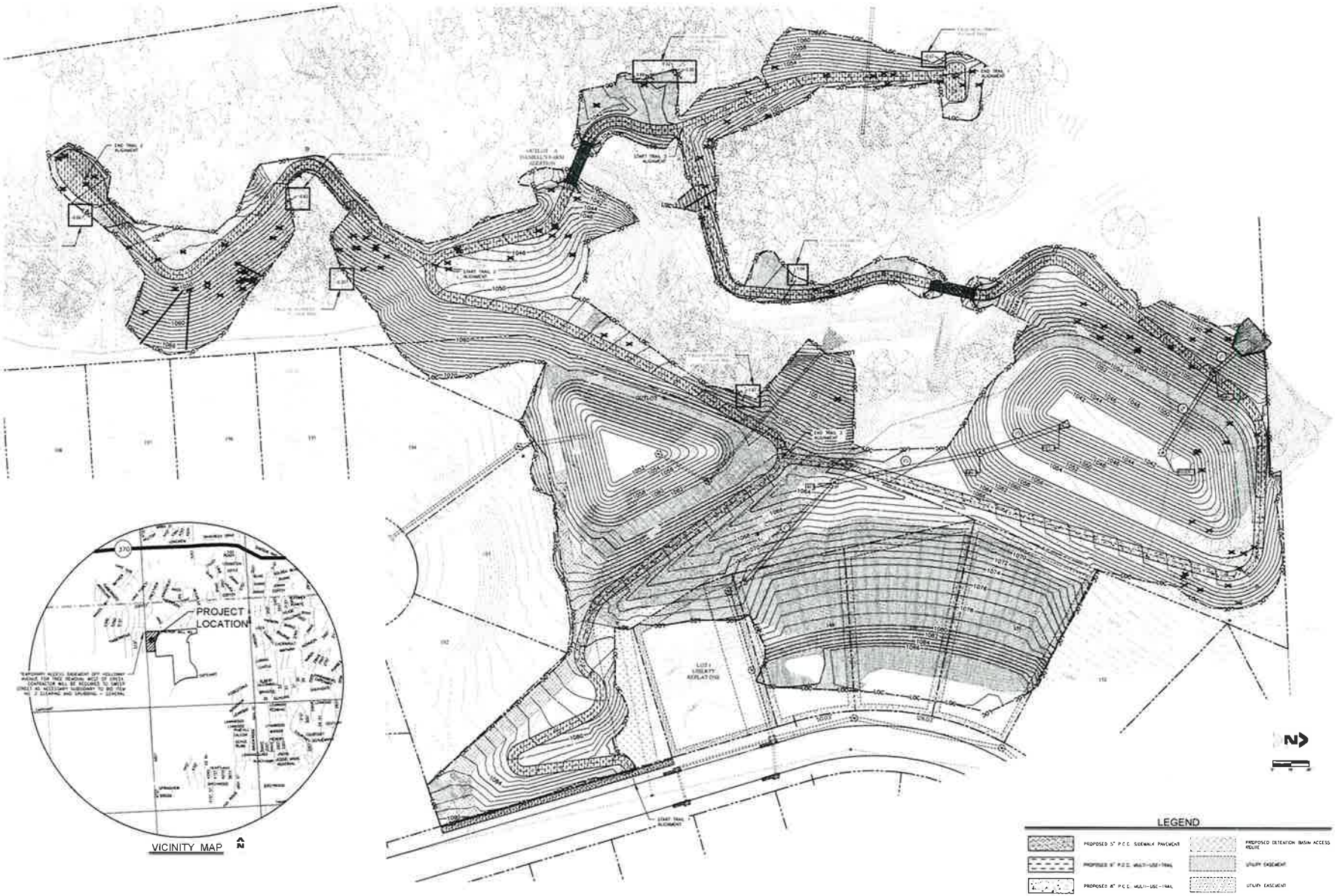
SUBMITTED PROPOSALS & COSTS

Date of Bid: October 15, 2026
Client: SID No. 310 of Sarpy County, Nebraska
Project: Liberty Outlot A Trail
Eng Estimate: $1,063,000.00
Bid Bond: $53,150.00
TD2 File No.: 2079-110

TD2 — Thompson, Dreessen & Dorner, Inc.

ITEM	DESCRIPTION	QUANTITY	UNITS	Vrana Civil, Inc. Grant Perry 4816 F St. Omaha, NE 68117 gperry@vranacivil.com T: 402-733-5200 F: 402-733-5203		Stanek Industries, LLC Lori Stanek 20404 Meadow Ridge Dr Springfield, NE stanekindustries@gmail.com T: 402-650-4684		TAB Construction Comp. Chris Wilsey 4153 S. 67th St. Omaha, NE chrisw@tabholding.com T: 402-331-1244 F: 402-331-1286		Mackie Construction Inc Aaron Kush 14565 Portal Cir Ste 117 LaVista, NE aaronk@mackieconcrete.com 402-315-9958 402-933-3494		Navarro Lawn & Landscap John Navarro 8710 F St. Suite 200 Omaha, NE John.NavarroNLL@gmail.com T: 402-660-0793		Carley Construction, L.L.C. Robert Carley PO Box 2025 Council Bluffs, IA jason@carleyconstruction.net T: 712-256-5818		Shale Core Const. Inc. Kevin Marshall 7800 K Street Omaha, NE k.marshall@nlandl.com T: 531-366-6800 F: 402-905-3607		High Plains Struct. Group Tom Rogge 7701 Cornhusker Hwy Lincoln, NE estimating@highplains.biz T: 402-833-3842	
				Unit Price	TOTAL PRICE	Unit Price	TOTAL PRICE	Unit Price	TOTAL PRICE	Unit Price	TOTAL PRICE	Unit Price	TOTAL PRICE	Unit Price	TOTAL PRICE	Unit Price	TOTAL PRICE	Unit Price	TOTAL PRICE	Unit Price	TOTAL PRICE
1	Mobilization/Demobilization	1	LS	$90,000.00	$90,000.00	$92,400.00	$92,400.00	$71,677.00	$71,677.00	$45,667.56	$45,667.56	$200,000.00	$200,000.00	$95,000.00	$95,000.00	$110,000.00	$110,000.00	$133,000.00	$133,000.00
2	Clearing and Grubbing - General	1	LS	$32,000.00	$32,000.00	$66,500.00	$66,500.00	$92,301.00	$92,301.00	$75,919.68	$75,919.68	$17,500.00	$17,500.00	$125,000.00	$125,000.00	$52,500.00	$52,500.00	$27,500.00	$27,500.00
3	Excavation On-Site	21,250	CY	$6.87	$145,987.50	$4.75	$100,937.50	$8.50	$180,625.00	$16.49	$350,412.50	$7.50	$159,375.00	$8.00	$170,000.00	$16.80	$357,000.00	$16.00	$340,000.00
4	Excavation Haul-Off	-	CY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$20.00	$0.00
5	Construct 6" PCC Multi-Use Trail	18,400	SF	$9.71	$178,664.00	$8.00	$147,200.00	$8.70	$160,080.00	$9.24	$170,016.00	$7.25	$133,400.00	$6.75	$124,200.00	$9.00	$165,600.00	$10.50	$193,200.00
6	Install Rolled Erosion Control, Type I With Seeding- Type B	6,775	SY	$1.54	$10,433.50	$1.42	$9,620.50	$1.60	$10,840.00	$1.76	$11,924.00	$1.55	$10,501.25	$1.95	$13,211.25	$1.89	$12,804.75	$1.50	$10,162.50
7	Install Rolled Erosion Control, Type II With Seeding- Type B	14,425	SY	$1.54	$22,214.50	$1.48	$21,349.00	$1.60	$23,080.00	$1.76	$25,388.00	$1.55	$22,358.75	$2.05	$29,571.25	$1.89	$27,263.25	$1.50	$21,637.50
8	Subgrade Preparation	30,000	SF	$0.91	$27,300.00	$1.00	$30,000.00	$1.55	$46,500.00	$0.32	$9,600.00	$0.28	$8,400.00	$0.75	$22,500.00	$0.50	$15,000.00	$1.00	$30,000.00
9	Adjust Sanitary Sewer Manhole to Grade	4	VF	$875.00	$3,500.00	$350.00	$1,400.00	$341.30	$1,365.20	$972.94	$3,891.76	$900.00	$3,600.00	$800.00	$3,200.00	$735.00	$2,940.00	$660.00	$2,640.00
10	Construct Segmental Retaining Wall	500	SF	$51.00	$25,500.00	$51.25	$25,625.00	$59.95	$29,975.00	$49.68	$24,840.00 *	$55.00	$27,500.00	$60.00	$30,000.00	$89.39	$44,695.00	$55.00	$27,500.00
11	ADA Accessible Picnic Table, In Place	2	EA	$3,500.00	$7,000.00	$2,750.00	$5,500.00	$3,558.30	$7,116.60	$2,242.20	$4,484.40	$3,000.00	$6,000.00	$4,650.00	$9,300.00	$4,830.00	$9,660.00	$2,500.00	$5,000.00
12	Install Silt Fence	2,500	LF	$3.17	$7,925.00	$3.15	$7,875.00	$3.30	$8,250.00	$5.70	$14,250.00	$4.00	$10,000.00	$3.10	$7,750.00	$6.30	$15,750.00	$4.00	$10,000.00
13	36' Span Bridge and Abutments	2	LS	$122,000.00	$244,000.00	$175,991.25	$351,982.50	$99,252.00	$198,504.00	$76,340.59	$152,681.18	$156,000.00	$312,000.00 *	$150,000.00	$300,000.00	$86,100.00	$172,200.00	$86,400.00	$172,800.00
14	Construct Covered Structure (Gazebo or similar)	1	LS	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
15	Remove 21" to 24" Sewer Pipe	140	LF	$30.00	$4,200.00	$70.00	$9,800.00	$13.85	$1,939.00	$66.66	$9,332.40	$20.00	$2,800.00	$16.75	$2,345.00	$21.00	$2,940.00	$32.00	$4,480.00
16	Remove 48" Sewer Pipe	56	LF	$48.00	$2,688.00	$72.50	$4,060.00	$16.15	$904.40	$158.78	$8,891.68	$65.00	$3,640.00	$25.00	$1,400.00	$52.50	$2,940.00	$80.00	$4,480.00
17	Remove Flared End Section (24" to 36")	1	EA	$791.00	$791.00	$750.00	$750.00	$173.10	$173.10	$1,405.92	$1,405.92	$700.00	$700.00	$250.00	$250.00	$1,890.00	$1,890.00	$450.00	$450.00
18	Remove Flared End Section Over 36" to 48"	1	EA	$1,055.00	$1,055.00	$1,150.00	$1,150.00	$173.10	$173.10	$2,084.64	$2,084.64	$900.00	$900.00	$350.00	$350.00	$2,940.00	$2,940.00	$890.00	$890.00
19	Consl. Agg. Bedding for Type R2, 24" Strm Sewer Pipe	-	LF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00	$0.00
20	Consl. Agg. Bedding for Type R2, 36" Strm Sewer Pipe	350	LF	$36.00	$12,600.00	$11.25	$3,937.50	$26.10	$9,135.00	$48.48	$16,968.00	$20.00	$7,000.00	$17.25	$6,037.50	$31.50	$11,025.00	$20.00	$7,000.00
21	Consl. Agg. Bedding for Type R2, 42" Strm Sewer Pipe	70	LF	$43.00	$3,010.00	$12.00	$840.00	$27.70	$1,939.00	$50.91	$3,563.70	$30.00	$2,100.00	$22.00	$1,540.00	$58.80	$4,116.00	$50.00	$3,500.00
22	Construct 24" RCP, Class III	-	LF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100.00	$0.00
23	Construct 36" RCP, D(0.01) = 1.350	350	LF	$139.00	$48,650.00	$138.65	$48,527.50	$150.30	$52,605.00	$137.45	$48,107.50	$195.00	$68,250.00	$165.00	$57,750.00	$157.50	$55,125.00	$175.00	$61,250.00
24	Construct 42" RCP, D(0.01) = 1.350	70	LF	$164.00	$11,480.00	$142.76	$9,993.20	$204.50	$14,315.00	$157.99	$11,059.30	$260.00	$18,200.00	$235.00	$16,450.00	$231.00	$16,170.00	$400.00	$28,000.00
25	Construct 24" RC Flared End Section	-	EA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,750.00	$0.00
26	Construct 42" RC Flared End Section	1	EA	$5,741.00	$5,741.00	$3,750.00	$3,750.00	$6,697.40	$6,697.40	$6,433.30	$6,433.30	$5,000.00	$5,000.00	$4,500.00	$4,500.00	$5,250.00	$5,250.00	$7,000.00	$7,000.00
27	Construct Detention Basin Riser Structure	1	EA	$25,000.00	$25,000.00	$8,550.00	$8,550.00	$49,091.00	$49,091.00	$18,924.17	$18,924.17	$6,500.00	$6,500.00	$45,000.00	$45,000.00	$15,750.00	$15,750.00	$16,500.00	$16,500.00
28	Construct Type B Rip Rap	50	TON	$117.00	$5,850.00	$125.00	$6,250.00	$126.60	$6,330.00	$124.84	$6,242.00	$220.00	$11,000.00	$135.00	$6,750.00	$105.00	$5,250.00	$120.00	$6,000.00
29	Construct 72" I.D. Modified Type II Area Inlet	11	VF	$1,217.00	$13,387.00	$1,045.00	$11,495.00	$1,453.10	$15,984.10	$1,415.82	$15,571.82	$1,600.00	$17,600.00	$1,750.00	$19,250.00	$1,470.00	$16,170.00	$1,400.00	$15,400.00
30	Construct 72" I.D. Storm Sewer Manhole	35	VF	$1,116.00	$39,060.00	$1,065.00	$37,275.00	$1,137.90	$39,826.50	$1,527.12	$53,449.20	$1,700.00	$59,500.00	$1,050.00	$36,750.00	$1,260.00	$44,100.00	$1,350.00	$47,250.00
31	Remove Temporary Sediment Basin Riser Structure	1	EA	$5,271.00	$5,271.00	$2,500.00	$2,500.00	$1,730.60	$1,730.60	$4,217.76	$4,217.76	$1,700.00	$1,700.00	$6,500.00	$6,500.00	$1,317.75	$1,317.75	$450.00	$450.00
32	Construct 8" PCC Multi-Use Trail	5,820	SF	$12.70	$73,914.00	$9.00	$52,380.00	$11.00	$64,020.00	$9.59	$55,813.80	$8.00	$46,560.00	$9.00	$52,380.00	$9.00	$52,380.00	$15.00	$87,300.00
33	Construct Cast In Place Headwall	-	SF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120.00	$0.00	$120.00	$0.00	$0.00	$0.00	$55.00	$0.00
34	Construct 5" PCC Sidewalk	1,000	SF	$6.77	$6,770.00	$8.00	$8,000.00	$8.10	$8,100.00	$7.14	$7,140.00	$6.50	$6,500.00	$6.40	$6,400.00	$9.00	$9,000.00	$10.00	$10,000.00
35	Construct Concrete Collar Around Manhole Ring	1	EA	$715.00	$715.00	$1,000.00	$1,000.00	$934.70	$934.70	$981.72	$981.72	$1,200.00	$1,200.00	$350.00	$350.00	$787.50	$787.50	$1,800.00	$1,800.00
	TOTAL BID:				**$1,114,706.50**		**$1,130,647.70**		**$1,164,211.70**		**$1,219,961.99 ***		**$1,229,785.00 ***		**$1,253,735.00**		**$1,292,564.25**		**$1,335,190.00**

* Corrected in accordance with the information for bidders



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

Liberty Outlot A
Trail

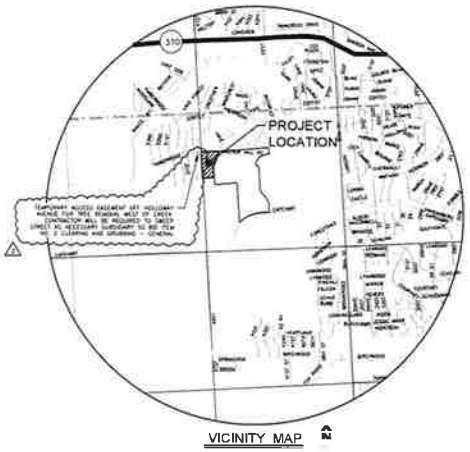
Quail Dr and
Capehart Rd,
Bellevue, NE

Sanitary and
Improvement
District No. 310,
Sarpy County,
Nebraska

No.	Description	MM-DD-YY

Drawn By CNC Reviewed By AAK
Job No 2079-110 Date 10-23-26

Site Exhibit



VICINITY MAP

LEGEND

- PROPOSED 5' P.C.C. SIDEWALK PAVEMENT
- PROPOSED 6" P.C.C. MULTI-USE-TRAIL
- PROPOSED 8" P.C.C. MULTI-USE-TRAIL
- PROPOSED 40' SPAN BRIDGE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- SEGMENTAL BLOCK RETAINING WALL
- LIMITS OF CONSTRUCTION
- PROPOSED DETENTION BASIN ACCESS ROUTE
- UTILITY EASEMENT
- UTILITY EASEMENT
- UTILITY EASEMENT
- SANITARY SEWER EASEMENT
- STORM SEWER AND DRAINAGE EASEMENT

△ BACKGROUND UPDATED

Nebraska

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

Liberty Outlot A
Trail

Quail Dr and
Capehart Rd,
Bellevue, NE

Sanitary and
Improvement
District No. 310,
Sarpy County,
Nebraska

No.	Description	MM/DD/YY

Drawn By CNC Reviewed By AAK
Job No 2079-110 Date 10-23-25

Vicinity Map

△ Sheet 2 of 15

15d.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 3, 2026			SUBMITTED BY: Legal + Police Chief		
AGENDA ITEM:		CONSENT AGENDA	✓	SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION	✓	CURRENT BUSINESS		OTHER	

SUBJECT:

Resolution No. 2026-26 to authorize the City of Bellevue's participation in the national opioid settlement with Albertsons Companies, Inc.

SYNOPSIS/BACKGROUND:

A new proposed national opioids settlement has been with Albertsons Companies, Inc. ("Albertsons") to resolve participating states and local subdivisions's claims against Albertsons for alleged misconduct related to the distribution and dispensing of opioids. The settlement requires Albertsons to pay approximately $655 million to be used by participating states and local subdivisions to remediate and abate the impacts of the opioid crisis. Actual amounts to be received by the City depend on a number of factors, including the number of states and localities participating. Participation in the settlement would preclude the City from bringing its own opioid lawsuit against Albertsons.

FISCAL IMPACT:: Unknown positive amount 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:

Approve and authorize the Mayor to sign Resolution No. 2026-26

ATTACHMENTS:

1. Resolution No. 2026-26	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

RESOLUTION NO. 2026-26

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA AUTHORIZING THE CITY OF BELLEVUE'S PARTICIPATION IN THE OPIOID SETTLEMENT WITH ALBERTSONS COMPANIES, INC.

WHEREAS, a new proposed opioid settlement has been reached with Albertsons Companies, Inc. ("Albertsons") to resolve legal claims against it for its role in the national opioid crisis; and

WHEREAS, if effectuated, the proposed settlement will result in Albertsons paying approximately $655,000,000.00 for participating state and local subdivisions to remediate and abate the impacts of the opioid crisis;

WHEREAS, an Eligible Entity participating in the settlement with Albertsons will result in a one-time settlement payment to the Eligible Entity in an amount yet to be determined;

WHEREAS, as set forth in Exhibit A to this Resolution, the National Opioids Settlement: Albertsons Claims Administrator has notified the City of Bellevue that the City of Bellevue is an Eligible Entity that may participate in the Albertsons settlement by opting into said settlement; and,

WHEREAS, it is in the best interest of the City of Bellevue to participate in the settlement with Albertsons.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA that the Mayor is hereby authorized to opt the City into the settlement with Albertsons and to take all actions necessary, including the signing of documents and legal papers, in order to carry out the intent and purposes of such settlements on behalf of the City of Bellevue.

ADOPTED this 3rd day of November, 2026.

_____

Rusty Hike
Mayor

ATTEST:

_____

City Clerk

Docusign Envelope ID: 98FAE725-66D7-8547-823D-B3E943972904

National Opioid Settlement: Albertsons
Opioids Implementation Administrator opioidsparticipation@rubris.com

To: Bellevue city, NE
Rubris Reference Number: CL-2264219

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENT WITH ALBERTSONS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: December 30, 2026

A new proposed national opioids settlement has been reached with Albertsons ("Settling Defendant"). This participation package is a follow-up communication to the Notice of National Opioids Settlement recently received electronically by your subdivision.

You are receiving this participation package because your state is participating in the new National Opioids Settlement with Albertsons.

This electronic envelope contains:

- A *Participation Form* for the National Opioids Settlement with Albertsons that your subdivision is eligible to join, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before December 30, 2026, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the National Opioids Settlement with Albertsons.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Your subdivision must return a participation form in order for your subdivision to release its claim and receive funds from the National Opioid Settlement with Albertsons.

You are encouraged to discuss the terms and benefits of the National Opioid Settlement with Albertsons with your counsel, your Attorney General's Office, and/or other contacts within your state.

Exhibit A

Docusign Envelope ID: 98FAE725-66D7-8547-823D-B3E943972904

How to return signed forms:

There are three methods for returning the executed Participation Form and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via Docusign:* Executing the Participation Form electronically through Docusign will return the signed form to the Opioids Implementation Administrator and associate your form with your subdivision's record. Electronic signature is the most efficient method for returning the Participation Form, allowing for more timely participation, and is therefore strongly encouraged.
(2) *Manual Signature returned via Rubris Platform Portal:* If your entity is unable to return an executed Participation Form using Docusign, the signed Participation Form may be submitted via the Rubris Platform Portal. Please utilize the link within the New Opioid Settlement Notice email in order to upload your entity's Participation Form directly to the Rubris Platform Portal.
(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return the executed Participation Form using Docusign, the signed Participation Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Bellevue city, NE] – [CL-2264219].

The sign-on period for subdivisions to participate in the National Opioid Settlement with Albertsons ends on *December 30, 2026.*

If you have any questions about executing the Participation Form, please contact your counsel, the Opioids Implementation Administrator at opioidsparticipation@rubris.com, or Derek Bral with the Nebraska Attorney General's Office at derek.bral@nebraska.gov.

Detailed instructions on how to sign and return the Participation Form, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

Thank you,
National Opioids Implementation Administrator for Albertsons

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreement referenced above and to manage the collection of settlement participation forms.

Docusign Envelope ID: 98FAE725-66D7-8547-823D-B3E943972904

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Bellevue city	State: NE
Authorized Official: Rusty Hike, Mayor	
Address 1: 1500 Wall Street	
Address 2:	
City, State, Zip: Bellevue, NE 68005	
Phone: 402-293-3022	
Email: rusty.hike@bellevue.net	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons



Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.



Docusign Envelope ID: 98FAE725-66D7-8547-823D-B3E943972904

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



15e.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11-3-26			SUBMITTED BY: City Clerk		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION	✓	CURRENT BUSINESS		OTHER	

SUBJECT:

Year-End Certification of City Street Superintendent form is the basis for determining the city's calendar year 2026 Incentive funds, verifying Bobby Riggs as the City Street Superintendent

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually certify the City Street Superintendent and shall be signed by Mayor, and to include copy of Resolution authorizing the signing of the Year-End Certification of City Street Superintendent Form by the Mayor.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: N/A

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

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 Resolution No. 2026-27: A Resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2026, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2026 to December 31, 2026

ATTACHMENTS:

1.	Resolution No. 2026-27	2.	Annual Year-End Certification Form	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2026.** Documents include the Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2026.** **RECORD KEEPING**: NDOT recommends that the municipality keep a copy of everything you send to NDOT *(the forms and meeting minutes)* in a separate file for future reference.

RESOLUTION

SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2026

Resolution No. 2026-27

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of Bellevue
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____ , 20____ at _____ , Nebraska.
(Date) (Month)

City Council/Village Board Members

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

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

Attest:

_____
(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Copying this form is acceptable; see (3) below.** **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2026.** Documents include the Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2026.** **RECORD KEEPING**: NDOT recommends that the municipality keep a copy of everything you send to NDOT *(the forms and meeting minutes)* in a separate file for future reference.

Year-End Certification of City Street Superintendent
For Determining Incentive Payment in Calendar Year 2026

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January (Month) 1 (Day), **2026 to** December (Month) 31 (Day), **2026**

***(1)(a)** The municipality of Bellevue (Print name of City or Village) certifies that: Robert Joseph Riggs (Print name of Superintendent as it appears on license or card if applicable)

was the appointed City Street Superintendent during the above period. ***IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.***

(b) the superintending services of the above listed individual were provided by: *(Check one box)*

- ☒ Employment with this Municipality
- ☐ Contract (consultant) with this Municipality
- ☐ Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____, _____,

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as *(Check all boxes that apply)* *city engineer* ☐ *village engineer* ☐ *public works director* ☐ *city manager* ☐ *city administrator* ☐ *street commissioner* ☐

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S-1359 and Class of License _____, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____

Signature of Mayor ☐ ***Village Board Chairperson*** ☐ *(Check one box)*

***(3)** If during the calendar year your municipality **(a)** did not have an appointed City Street Superintendent for any portion(s) of the year; or **(b)** had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or **(c)** had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on **(a)** your most recent Federal Census as certified by the Tax Commissioner; **(b)** the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; **(c)** class of license, A or B if applicable; and **(d)** if the appointed City Street Superintendent assisted with the required duties in **(1)(c)** above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return by December 31, 2026, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.

Return the completed signing resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2026 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759
or email to ndot.blsHelp@nebraska.gov

SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2026 to the back of this Page: For most municipalities this information may be found in the **November or December 2025 or the January 2026 meetings minutes**. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call (402) 479-4436 or email ndot.blsHelp@nebraska.gov if you have any questions about what to attach for documentation.

RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT *(the forms and meeting minutes)* in a separate file for future reference.

~~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	

16b.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11-03-26			SUBMITTED BY: Lt. Hoffman		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Stalker radar speed detection devices for marked cruisers

SYNOPSIS/BACKGROUND:

The Police Department intends to purchase seven marked cruisers this fiscal year. Each cruiser requires a radar unit for speed enforcement. This is a request for ten kits: seven for the active cruiser builds and 3 kits to replace older and outdated radar units in existing cruisers.

FISCAL IMPACT:: $35,460.00 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: 6361 ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the purchase of ten (10) Stalker radar kits from Stalker Radar Applied Concepts in an amount not to exceed $35,460.00.

ATTACHMENTS:

1. Quote from Stalker Radar Applied Concepts	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

STALKER radar
applied concepts, inc.

Quote
2130790

855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson
+1-214-399-0430
billj@stalkerradar.com

Date: 10/07/2026

Effective From: 10/06/2026 **Valid Through:** 01/04/2027 **Lead Time:** 35 working days

Bill To:	Customer ID: 68005A	Ship To:	*FedEx Ground*
Bellevue Police Department 1510 Wall St Bellevue, NE 68005-3686	Sergeant Shaun Manning	Bellevue Police Department 1510 Wall St Bellevue, NE 68005-3675	Sergeant Shaun Manning

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	10	806-0022-00	DSR 2 Antenna Radar	36	$3,289.00	$32,890.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	10	200-0999-60	ASSY, DSR ENHANCED COUNTING UNIT, 1.5 PCB, ARM PROCESSOR		$0.00
2	10	200-1572-00	DSR Modular OSC Display		$0.00
3	20	200-1468-00	Dual DSR Ka Antenna		$0.00
4	10	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		$0.00
5	10	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
6	10	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
7	10	200-1379-00	2020-Present FI SUV CU/Display/Antenna Mount	$116.00	$1,160.00
9	10	200-1378-00	2020 -Present FI SUV Rear Antenna Mount	$141.00	$1,410.00
10	10	200-0648-00	Display Sun Shield		$0.00
11	10	155-2591-08	8 Foot Antenna Cable, IP67		$0.00
12	10	155-2591-16	16 Foot Antenna Cable, IP67		$0.00
13	10	200-0622-00	VSS Cable Kit		$0.00
14	10	200-0821-00	DSR Documentation Kit		$0.00
15	10	006-0095-00	Fan Noise Suppression Addendum - DSR		$0.00
16	10	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
17	10	060-1000-36	36 Month Warranty		$0.00
18	10	006-0147-00	Certificate of Accuracy, Stalker Dual/DSR/SII/2X		$0.00
				Group Total	$35,460.00

Product	$35,460.00	Sub-Total:	$35,460.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$35,460.00**

NE/NASPO Contract: 16043 OC
Vehicle Information:
2026 Ford Interceptor SUV

STALKERradar
applied concepts, inc.

Quote
2130790

855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 10/07/2026

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson
+1-214-399-0430
billj@stalkerradar.com

Effective From: 10/06/2026 **Valid Through:** 01/04/2027 **Lead Time:** 35 working days

Bill To:	**Customer ID: 68005A**	**Ship To:**	*FedEx Ground*
Bellevue Police Department 1510 Wall St Bellevue, NE 68005-3686	Sergeant Shaun Manning	Bellevue Police Department 1510 Wall St Bellevue, NE 68005-3675	Sergeant Shaun Manning

This Quote is subject in all respects to the Terms and Conditions detailed at the back of this document.
These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these terms and Conditions carefully before proceeding.
All returns are subject to a 25% Restocking Charge of net price. Returns will be shipped at your expense. Request for returns must be made within 30 days from the delivery date. RMA must be included in the box with return. Specific items may require additional charges. Please refer to terms and conditions document for additional details.

16c.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/2/2026			SUBMITTED BY: Chief Perry Guido		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Agreement between the City of Bellevue and the New York Blood Center d/b/a Nebraska Community Blood Bank

SYNOPSIS/BACKGROUND:

This agreement is to provide blood products to the Bellevue Fire Department for use on critical patients. Due to an agreement with the University of Nebraska Medical Center, the City of Bellevue will only be charged for replacement blood should we use it. Unused blood will be exchanged at the University of Nebraska Medical Center with no cost. The agreement is required to move forward on this process.

FISCAL IMPACT:: ~~None~~ Not known BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?: None

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 this agreement between the City of Bellevue and the New York Blood Center d/b/a Nebraska Community Blood Bank.

ATTACHMENTS:

1. Health Care Provider 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

HEALTH CARE PROVIDER AGREEMENT

This **Health Care Provider Agreement** (**"Agreement"**) is made, effective November 1, 2026 (the "Effective Date"), by the New York Blood Center, Inc., d/b/a Innovative Blood Resources, d/b/a Memorial Blood Centers, d/b/a Nebraska Community Blood Bank (collectively referred to as (**"IBR"**), a not-for-profit corporation, with a place of business at 737 Pelham Boulevard, St. Paul, MN 55114, and the City of Bellevue (**"Customer"**), a municipal corporation, with a place of business at 1500 Wall Street, Bellevue, NE 68005.

WHEREAS IBR is a supplier of blood products and related services (to access IBR current licenses, permits and certificates, go to https://www.ncbb.org/licenses);

WHEREAS Customer operates a medical ambulance transportation service through its Fire and Rescue Department pursuant to Nebraska Revised Statutes Chapter 38 and desires to obtain a safe, reliable and cost-effective supply of blood products and related services (as set forth in Section 2, below);

WHEREAS IBR desires to supply such blood/blood products and related services; and

WHEREAS, the Nebraska Medical Center ("Nebraska Medicine") will engage in transfers of certain blood products it purchases from IBR pursuant to a Health Care Provider Agreement, dated October 1, 2023, between IBR and Nebraska Medicine, to Customer and Customer will reimburse IBR for such blood products; and

WHERAS this Agreement sets forth the terms and conditions covering Customer's purchase of blood products and related services from IBR.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. TERM OF AGREEMENT; TERMINATION

1.1 This Agreement is effective from November 1, 2026, through October 31, 2029 (**"Term"**). This Agreement shall supersede and replace all prior agreements, promises, and understandings, oral or written, between IBR and Customer regarding the subject matter hereto.

1.2 Either party may terminate this Agreement for any reason upon thirty (30)days' written notice.

1.3 Either party may terminate this Agreement immediately upon written notice to the other party in the event that the other party has lost any licensure or accreditation material to its ability to perform its obligations hereunder in accordance with applicable law.

1.4 At the conclusion of the Term, upon request of Customer, IBR will agree to a single thirty (30)-day extension of the Term so that the parties may continue renewal negotiations in good faith, such extension to be set forth in writing signed by both parties. After expiration of the single 30-day extension, IBR shall charge Customer IBR's current market rate for all blood products and testing services that IBR provides to Customer, until a new agreement for such products and Services has been agreed to and signed by both parties. If applicable, IBR will also suspend provision of all clinical apheresis services, perioperative autologous transfusion services, and cellular therapy laboratory services until an agreement for coverage of such services is executed by both parties.

2. PRODUCTS AND SERVICES PROVIDED

2.1 This Agreement specifies the terms and conditions that apply to each of the following products and services (each referred to as a **"Service"** or in the plural "**Services"**).

Schedule(s)

A. Blood and Blood Products
B. Quality Performance Indicators

2.2 The general terms and conditions included in this Agreement shall apply to the entire Agreement, including its attachments. The specific terms and conditions applicable to each Service are set forth in the applicable Schedule, together with the applicable Fee Schedules.

3. FEES

3.1 The fees for each blood product or Services covered by this Agreement are set forth after the applicable Schedules.

3.2 The fees set forth in the Fee Schedule **A-1 (Blood/Blood Products Services)** shall remain fixed through October 31, 2026. On November 1, 2027 and November 1, 2028, IBR may increase the fees set forth in this Fee Schedule by no more than the greater of (a) 5% or (b) the current Producer Price Index (PPI). Notwithstanding the foregoing, should the FDA mandate or license new testing for blood and blood products, or human cells, tissues, and cellular and tissue-based products (HCT/P), or such test becomes standard industry practice, IBR reserves the right to reasonably adjust prices to reflect actual incremental costs to IBR of such testing, on thirty (30) days' written notice to Customer, at any time during the Term of this Agreement.

3.3 If applicable, Customer shall reimburse IBR for any costs associated with a Customer requirement that IBR participate in a Customer-specific vendor credentialing program.

3.4 Customer is responsible for any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value-added tax, duty, customs charge, tariff, import or export tax, or any similar government-imposed tax or fee related to the products or the transaction. These amounts are in addition to the quoted or invoiced prices. If IBR experiences increased costs directly because of new or increased government-mandated tariffs, duties, or similar charges on any materials, equipment, or services used in connection with the performance of this Agreement, IBR may adjust the product prices to reflect those additional costs. Any such pass-through amounts will appear as a separate line item on IBR's invoices and will be shown separately from IBR's standard product pricing. IBR will provide Customer with written notice of any such price adjustment at least two (2) weeks before the expected delivery or services date.

4. PAYMENT/CREDIT TERMS

4.1 IBR shall invoice Customer on a weekly basis.

4.2 Customer shall pay all undisputed invoices within thirty (30) days of the invoice date. If Customer elects to pay any invoice by credit card, Customer shall be responsible for a credit card processing fee equal to three percent (3%) of the total amount charged. This fee will be added to the total amount due. If an invoice is not paid in full within thirty (30) days of the invoice date, the following terms shall apply:

4.2.1 Interest shall accrue on undisputed amounts at the rate of 1.5% monthly; and

4.2.2 If Customer carries an outstanding balance over 180 days and good faith efforts to pay have stopped, Customer shall pay via ACH electronic transfer prior to receiving any new blood products or Services in an amount that is the sum of (i) the price set forth in the Fee Schedule for such blood products or Services; (ii) three times the amount owed in (i) (as a payment against outstanding invoices and not as a penalty), including any accrued interest on the outstanding balance but not to exceed the total amount owed to IBR, and (iii) all applicable transportation costs (even if Customer receives transportation at no separate charge).

4.2.3 Should there be a discrepancy between the invoice price and the contract price, IBR reserves the right to credit/back-bill as needed to ensure Customer will pay the contract price for all Products and Services rendered.

5. COMPLIANCE WITH LAWS

5.1 Each of the parties represents and warrants that, to the best of its knowledge and understanding, all obligations pertaining to and benefits derived under this Agreement are in compliance with all applicable

Federal, State, laws, rules and regulations as they exist now, and as they may be amended from time to time, including but not limited to (i) all applicable laws, rules and regulations pertaining to Medicare, Medicaid, other federally funded entitlement programs promulgated by the United States Department of Health and Human Services, including its Office of the Inspector General and the Centers for Medicare and Medicaid Service; (ii) the federal Food, Drug and Cosmetic Act or the Public Health Service Act; (iii) applicable laws and regulations promulgated by applicable state Departments of Health; and (iv) all applicable rules, regulations and standards promulgated by the Joint Commission (**"TJC"**), Association for the Advancement of Blood & Biotherapies **("AABB")**, or other applicable accrediting authority (collectively, "**Applicable Laws**"). Each Party covenants and agrees to maintain compliance with all Applicable Laws as presently existing and as hereafter amended throughout the Term (or any Renewal Term) of this Agreement.

5.2 The above compliance obligations include, without limitation, the obligation of each party to ensure confidential treatment of personally identifiable donor and patient information, and extends specifically to HIV-related information, under applicable, state or federal law (**"Personally Identifiable Information**" or **"PII"**). Neither party shall use or release such PII to third parties except as permitted or required by law. The parties agree to take such additional steps and/or to negotiate in good faith such amendments to this Agreement, as may be necessary to ensure that each party is and at all times remains in compliance with all applicable federal, state and local laws, rules and regulations governing PII.

5.3 Each party agrees to comply with all applicable local, state and federal laws that prohibit discrimination based upon gender, religion, race, creed, color, national origin, ancestry, veteran's status, sex, sexual orientation, marital status, age, handicap, disability or other protected category.

5.4 Each party represents to the other that it (A) is not currently, nor has ever been, excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in **42 U.S.C. § 1320a-7b(f)** (the **"Federal Healthcare Programs"**) or any state healthcare programs; and (B) has never been convicted of a criminal offense related to the provision of healthcare items and services.

5.5 To the extent required by applicable law, IBR shall upon request, make available to any federal, state, or local governmental agency, at reasonable times during normal business hours, copies of this Agreement, and all books, documents, and records ("**Records**") necessary to certify the nature and extent of costs for Services provided under this Agreement, and shall maintain such Records for such length of time as is required by law.

6. REPORTING AND COOPERATION

6.1 Nebraska Medicine and Customer shall promptly notify IBR if Customer reasonably suspects that any patient who receives a transfusion with a blood or HCT/P product provided pursuant to this Blood Agreement (i) has experienced a transfusion reaction that is suspected to be related to an attribute of a donor or a unit, or (ii) may have been infected with a transfusion transmissible disease ("**Transfusion Event**").

6.2 Each party shall cooperate, to the extent required by applicable law, in any inspection or investigation of the other party by a federal, state, or local governmental agency or an accrediting agency, relating to the performance of this Agreement or a Transfusion Event. Customer shall supply IBR with copies of any reports made to federal or state regulatory agencies relating to such investigation. Each party shall provide the other with prompt access to books, documents and records required to be provided under this Agreement or by applicable law.

6.3 Customer shall report unexpected reactions and incidents to Nebraska Medicine or the receiving hospital blood bank and, if applicable, the transferring hospital blood bank. Customer shall also give pertinent records (e.g. blood transfusion records, empty blood transfusion product bags and blood bank specimens (if any)) to Nebraska Medicine or the receiving hospitals staff for delivery to the hospital blood bank.

6.4 Customer shall establish procedures for emergency care technicians and paramedics to contact the physician as soon as possible if any signs/symptoms suggestive of a transfusion reaction occur and provide details to the receiving physician and in the electronic prehospital care report.

6.5 Each party shall promptly report any deviation, errors, incidents or adverse reactions (**"Deviations"**) that might affect the safety, potency or purity of the products provided under this Agreement and/or for which Services are performed pursuant to this Agreement. Each party shall cooperate with the other party in timely resolution of such Deviations.

6.6 Customer shall communicate to Nebraska Medicine or the receiving hospital all notifications from IBR regarding Lookbacks (see Section 4 of Schedule A) and to Nebraska Medicine potentially non-conforming products.

6.7 IBR may conduct audits of the transfusion services policies/procedures, practices and records of Customer for federal, state, and local regulatory or standards compliance.

7. "SAFE HARBOR" PROTECTION

7.1 With respect to all discounts (if any), each party agrees that it shall diligently perform all steps necessary to qualify such discounts for **"safe harbor"** protection under the federal Medicare/Medicaid anti-kickback statute **(42 USC 1320a-7(b)** and controlling regulations, including amendments thereto. Without limiting the generality of the foregoing, (a) IBR shall provide accurate and complete information to Customer on the purchase price of the goods, including any discounts and rebates, so that Customer may fulfill such obligations; and (b) Customer agrees that it shall (i) fully and accurately report the value of all discounts hereby granted by IBR in the applicable reports Customer submits to government agencies, (ii) claim the benefit of discounts/rebates in the same fiscal year as such discounts/rebates are earned or in the following fiscal year, and (iii) make available upon request to the appropriate government agencies, copies of all IBR invoices, coupons, or statements reporting such discounts/rebates. Neither IBR nor Customer shall engage in any activity prohibited by anti-kickback, anti-self-referral, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

8. RELEASE OF INFORMATION

8.1 For public information purposes, Customer agrees to permit IBR to use Customer's name as a customer of products and Services.

9. NOTICES

9.1 Notices provided under this Agreement shall be in writing and shall be sent by U.S. mail to New York Blood Center, Inc., d/b/a Innovative Blood Resources, 737 Pelham Boulevard, St. Paul, MN 55114, Attention: Senior Executive Director with a copy to New York Blood Center, Inc. Attention: General Counsel, 601 Midland Ave, Rye, NY 10580; and to Customer at address in the first paragraph of the agreement, Attention: City Attorney.

10. CUSTOMER CONTACT INFORMATION

Please provide relevant Customer contact information as indicated:

Contract Performance	**Financial and Payment Matters**
Name: Rusty Hike	Name: Heather Addison
Title: Mayor	Title: Office Manager
Address:1500 Wall St, Bellevue NE 68005	Address: 211 W 22 Ave, Bellevue NE 68005
Telephone: 402-293-3000	Telephone: 402-293-3153
Email:	Email:

11. ENTIRE AGREEMENT

11.1 This Agreement, together with the incorporated Schedules and Fee Schedules, represents the full understanding and agreement of the parties regarding the subject matter and supersedes any prior agreements between the parties on this subject.

12. ASSIGNMENT

12.1 Neither this Agreement nor any obligation under it may be assigned by either party without the prior written consent of the other party, except that this Agreement may be assigned by a party to any affiliate, or to any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of its assets or to which exercise substantial control over the assigning party.

13. CHOICE OF LAW; VENUE

13.1 This Agreement shall be construed and the rights of the parties governed in accordance with the laws of the State of Minnesota, excluding its conflict of laws and any dispute arising under this Agreement shall be heard exclusively in the state or federal courts located in Ramsey County, Minnesota.

14. FORCE MAJEURE

14.1 IBR shall use all reasonable efforts to provide products and Services requested by Customer; however, IBR shall not be liable for nonperformance or delay caused by a shortage of supply of raw materials, labor shortage, labor strike, interference with processing, manufacturing, or delivery, acts of regulatory agencies, public health emergencies, man-made or natural disasters, acts of terrorism, public utility interruptions, discontinuance of necessary products or unavailability of a Service, but only to the extent that such shortages, problems, pandemics, acts, discontinuances, or unavailabilities were beyond IBR's reasonable control. If such uncontrollable shortages, problems, acts, discontinuances or unavailabilities cause nonperformance or delay of IBR's obligations for a period of fifteen (15) days or more, then Customer may terminate this Agreement, and/or any of its Schedules, effective immediately upon IBR's receipt of Customer's written notice of termination.

15. NO WAIVER

15.1 Failure by either party to enforce any term or condition of this Agreement shall not be construed as a waiver of such term or condition.

16. INDEPENDENT CONTRACTOR

16.1 The parties agree and acknowledge that in performing services pursuant to this Agreement, IBR and its personnel are acting in the role of independent contractor and not as an employee, agent, partner of, or joint venture with Customer.

17. CONFIDENTIAL INFORMATION

17.1 In performing the obligations under this Agreement, IBR and Customer may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. In consideration of permitting IBR and Customer to have access to each other's Confidential Information, during the Term of this Agreement, IBR and Customer agree that they will not disclose to any third party any Confidential Information of the other party without the other party's prior written consent. IBR and Customer shall only make the Confidential Information of the other party available to its employees, auditors, attorneys or other professionals or consultants hired by such party in the ordinary course, on a need-to-know basis (that is, their duties, requirements or contract for services require such disclosure), and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this section.

17.2 For purposes of this Section, "Confidential Information" shall mean any and all proprietary information, Customer lists, the terms and conditions of this Agreement, including any and all pricing terms, employee or patient information, Customer purchasing requirements, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret,

sensitive, proprietary or private to either IBR or Customer.

17.3 The provisions of this Section will not apply to information (i) developed by the receiving party without the use of or access to the disclosing party's Confidential Information; (ii) that is or becomes publicly known without a breach of this Agreement; (iii) disclosed to the receiving party by a third party not required to maintain its confidentiality; or (iv) that is already known to the receiving party at the time of disclosure.

17.4 If any law, governmental authority or legal process requires the disclosure of Confidential Information, the recipient party may disclose the Confidential Information, provided, that, it provides reasonable notice to the disclosing party of such request for disclosure in sufficient time to allow the disclosing party to raise any objections or pursue legal means of preventing disclosure.

18. LIMITED WARRANTY

18.1 IBR represents and warrants that it shall perform the Services (including the collection, processing and distribution of blood products) set forth in this Agreement in accordance with the laws and regulations of the United States Food and Drug Administration, AABB standards and state and local laws, as applicable. NEITHER PARTY SHALL BE LIABLE AND BOTH PARTIES WAIVE ALL CLAIMS AGAINST THE OTHER PARTY, FOR CLAIMS OF PROSPECTIVE LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, IBR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

19. INSURANCE

IBR shall, at its own expense, purchase and keep in force throughout the term of this Agreement with insurers in good standing and possessing an A.M. Best Rating of not less than "A-", and if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency:

19.1 Workers' Compensation coverage and disability coverage required by applicable state law and employers' liability coverage;

19.2 Commercial General Liability (CGL) with limits of insurance of not less than One Million Dollars ($1,000,000) each occurrence and Three Million Dollars ($3,000,000) annually in the aggregate, including Products - completed operations. CGL shall apply as primary and non-contributing.

19.3 Automobile Liability, including all owned, non-owned and hired vehicles with a minimum limit of One Million Dollars ($1,000,000) combined single limit of liability for Bodily Injury and Property damage; and

19.4 Professional Liability coverage written on a claims-made basis in minimum amounts of One Million Dollars ($1,000,000) each claim and Three Million Dollars ($3,000,000) in the aggregate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above. To the extent that this agreement is executed electronically, the parties agree and consent to the use of electronic signatures and such electronic signature shall be deemed to have the same full force and binding effect as a handwritten signature.

{Signature on the page that follows}

CITY OF BELLEVUE	NEW YORK BLOOD CENTER, INC. D/B/A INNOVATIVE BLOOD RESOURCES
By:	By:
Name:	Name: Andrea Cefarelli
Title:	Title: Chief Operating Officer, BLO
Date:	Date:

SCHEDULE A
BLOOD AND BLOOD PRODUCTS

1. **PURCHASE OF BLOOD PRODUCTS**

1.1 **Purchase Commitment By Customer.** Customer agrees to purchase at least 100% of its blood products from IBR.

1.2 **Fees.** Customer shall reimburse IBR for all blood/blood products purchased in accordance with the Blood and Blood Products Fee Schedule. Customer shall have on file with IBR a current purchase order of sufficient amount to cover estimated annualized purchases of the products and services ordered under this Schedule.

1.3 **Ordering.** Customer may order blood products via IBR's web-based ordering system. To register, please contact the IBR Hospital services at **(855) 552-5663 or (718) 707-3771**. Customer agrees to implement and routinely update its inventory levels in the online ordering system. In those cases where the web-based ordering system is unavailable, or Customer requires assistance or clarification with orders or returns, Customer may contact IBR's Hospital services at the number listed above.

2. **CONTRACTUAL AGREEMENT/PLANNED BLOOD DELIVERY SCHEDULE**

2.1 In order to minimize delivery expenses, Customer shall work with IBR to establish planned deliveries of blood products by completion of a **'Scheduled Order'**. The Scheduled Order will represent the Customer's projected annual purchases, and for Red Blood Cells **('RBC')** shall represent a normal type distribution. IBR shall provide regularly scheduled deliveries pursuant to Scheduled Orders, at no charge to Customer. Subject to IBR's schedule, IBR agrees to provide Customer with transportation for supplemental and emergency orders for a fee (as defined in the Blood and Blood Products Fee Schedule).

2.2 Upon IBR's request, Customer will make reasonable efforts to cooperate with and assist IBR in the recruitment of voluntary blood donors and the importance of blood donation in community public health.

3. **RETURN OF BLOOD PRODUCTS**

3.1 Customer may return products not satisfying Customer's inspection upon receipt for full credit, provided that Customer notifies IBR within 72 hours of Customer's receipt of the non-conforming blood product. Reasons for return include the following:

3.1.1 Missing/illegible expiration date

3.1.2 Unit Number, ABO, Rh, and/or expiration date differing from packing slip

3.1.3 Inadequate/missing or insufficient segments

3.1.4 Frayed, torn, dirty label

3.1.5 Other label discrepancies

3.1.6 Exterior appearance

3.1.7 Hemolyzed Unit/Segment, IBR must be notified within 72 hours of receipt

3.1.8 Other evidence of non-conformance with applicable regulatory standards

3.2 Products having test results (for any of the items listed below), which either (a) render the unit unsatisfactory for transfusion by Customer standards, or (b) differ from the label, may be returned for credit as soon as the discrepancies described in this paragraph are noted and no later than the expiration date of the blood product, provided the following information is processed through the ordering system.

The tests include:

3.2.1 ABO Discrepancies

3.2.2 Rh Discrepancies

3.2.3 Direct Antiglobulin test

3.3 To receive full credit, returned products must meet all of the following criteria:

3.3.1 Red Blood Cells must be >10 days to outdate.

3.3.2 Returned units must be in an IBR supplied carton and packaged according to IBR specifications.

3.3.3 Customer must arrange for pickup of units for return by IBR, through IBR's Hospital Services.

3.3.4 The blood bag must not be damaged or not irradiated by customer, and its label must be intact and uncovered.

3.3.5 The blood container seals must be unbroken.

3.3.6 Unless "lack of segments" is the reason for return, at least five segments must remain attached to bags of Red Blood Cells.

3.4 Return Policy for Conforming In-dated Product. Customer may return conforming, in-dated blood products for credit as follows:

- Red Blood Cells must be >10 days to outdate and types A, B, or O
- Platelets must be >48 hours to outdate
- Frozen Plasma must be >3 months to outdate

In addition:

- Customer may request credit for an expired unit if customer accepted Red Blood Cells with less than 10 days remaining to expiration or a platelet with less than 48 hours remaining to expiration or frozen plasma with less than 3 months to expiration.
- IBR will not provide credit for short-dated STAT or ASAP units.
- IBR will provide Customer with a credit for AB RBCs that expire in Customer's inventory.

3.5 Antigen Negative Discrepancies

4. **LOOKBACK Requirements**

4.1 Customer will follow the Lookback requirements of **21 CFR § 610.46(b), 21 CFR § 610.47(b)** and **42 CFR § 482.27** regarding quarantine and/or return of Blood Products when notified under the requirements of **21 CFR § 610.46(a) and 21 CFR § 610.47(a)**. Customer shall notify Nebrska Medicine and/or IBR of look-back quarantine, and/or return actions. Customer will follow the regulations of **21 CFR § 610.46(b), 21 CFR § 610.47(b)** and **42 CFR § 482.27** regarding notification of recipients of prior transfusions and comply with all applicable FDA rules and regulations.

4.2 Customer is responsible for the following Lookback requirements:

4.2.1 **Quarantine.** In accordance with FDA regulatory Guidance, Customer and/or Nebraska Medicine shall determine the disposition of and either (a) discard or (b) quarantine all Potentially Infectious blood products in inventory. If the receiving hospital is not Nebraska Medicine, Customer shall work with receiving hospital to determine the disposition

of and either (a) discard or (b) quarantine all Potentially Infectious blood products in inventory. Customer and/or Nebraska Medicine, as applicable, is responsible for discarding or releasing any units held in quarantine.

4.2.2 **Physician/Patient Notification.** Customer shall take all steps necessary to comply with FDA regulations for timely physician and patient notification set forth in **42 CFR 482.27(b)(4) - (c)(8)**.

4.2.3 **Customer Responsibility.** If Customer contracts with a third party for performance of notification, testing and counseling, Customer remains responsible for notification and referral of patients.

5. CONFIDENTIALITY AND RECORDKEEPING

5.1 Each party shall establish and comply with applicable laws and regulations for notification, documentation and recordkeeping with regard to blood and blood products, including, without limit, requirements for ensuring confidentiality and maintaining and managing medical records. [For IBR, see **21 CFR 606.100** and **21 CFR 606.160**; for Customer, see **42 CFR 482.27(b)(9)**.]

6. PROHIBITION ON SALE OR TRANSFER

6.1 All products provided to CUSTOMER pursuant to this Agreement are intended for CUSTOMER's own use. CUSTOMER agrees that it will not resell or transfer the products to any other entity or permit them to be used by anyone other than CUSTOMER, its employees, or authorized personnel. However, should CUSTOMER, for emergency purposes only, sell or transfer Blood Products supplied pursuant to this Agreement to any other entity or permit them to be used by anyone other than CUSTOMER, its employees, or authorized personnel, CUSTOMER shall have sole and exclusive liability for any damages or liability that may arise from the sale, transfer or use of such Blood Product.

Effective
October 1, 2026

SCHEDULE A-1
BLOOD/BLOOD PRODUCTS SERVICES
FEE SCHEDULE

Blood Products / Components*		
Billing Code	**Product**	**Price**
WB	Whole Blood	$650.00
LP	Liquid Plasma	$120.00
LPD	Red Blood Cells	$300.00

QUALITY PERFORMANCE INDICATORS

QUALITY INDICATORS AND MONITORING PERFORMANCE:

In furtherance of evaluating IBR's provision of products and/or services to the Customer, the parties have mutually agreed upon the following quality indicators that establish performance expectations and provide assistance with regards to monitoring such measures. The quality indicators to be monitored will be selected from the following list as appropriate for the types of products and services included in this Agreement:

1. **GENERAL**

   1.1 AABB, FACT, ASHI and/or other equivalent professional accreditation appropriate to service provided are maintained

   1.2 Licenses and permits as required by FDA and applicable State regulations are current

   1.3 Timely and satisfactory resolution of complaints and incident/deviation reports

2. **BLOOD PRODUCTS**

   2.1 Fulfillment rate of blood ordered

   2.2 Scheduled orders delivered on time

   2.3 Satisfactory results of product QC testing as per FDA/AABB standards

These indicators will be monitored from time to time by the Customer and will be used to assist the Customer in the evaluation of the contracted service.

16d.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 3, 2026			SUBMITTED BY: Dave Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	✓	OTHER	☐

SUBJECT:

BPW 260102 ST26(2) 2026 Concrete Projects - Package 1 Change Order No. 1

SYNOPSIS/BACKGROUND:

Change Order No. 1 will be for extra work to be completed at Willow Springs for time extension and increase in quantities with additional reconstruction and repair of curb inlets and reconstruction of storm sewer. The work was more complex than anticipated. This is for 2026 Concrete Projects - Package 1. The original contract amount was for $763,049.50 with Change Order No. 1 in the amount of $80,662.00 will be a total of $843,711.50.

FISCAL IMPACT:: $80,662.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 260102 ST26(2) 2026 Concrete Project

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2026 Concrete Package 1

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

CIP PROJECT NAME: Concrete Project CIP PROJECT NAME: ST 26(2)

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

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

RECOMMENDATION:

City Council approve and the authorize the Mayor to sign the Change Order No. 1 for Concrete Project Package 1 with Stanek Industries LLC (for Willow Springs) in the amount not to exceed $80,662.00 for additional more complex work than was anticipated.

ATTACHMENTS:

1. Change Order No. 1	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

CHANGE ORDER NO.: 1

Owner: City of Bellevue
Engineer: Russell Higgins, Benesch
Contractor: Stanek Industries
Project: 2026 Concrete Projects - Package 1
Contract Name: BPW-260102 _2026 Concrete Projects Package 1
Date Issued: 11/3/2026

Owner's Project No.: BPW 260102
Engineer's Project No.: 1126-300018
Contractor's Project No.:
Effective Date of Change Order: 11/3/2026

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

Description:

More curb inlets in Willow Springs required reconstruction than planned, and the work was more complex than anticipated. The unit price and quantity are being adjusted to reflect this. A section of storm sewer needed reconstructed, an item was added to the contract to repair the storm sewer. The contract completion dates are being adjusted to account for the additional work as well as weather-related delays.

Attachments:

Change Order Detail Report (4 pages)

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 763,049.50	Original Contract Times: Substantial Completion: 9/19/26 Ready for final payment: 10/10/26
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ N/A	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 763,049.50	Contract Times prior to this Change Order: Substantial Completion: 9/19/26 Ready for final payment: 10/10/26
[Increase] this Change Order: $ 80,662.00	**[Increase]** this Change Order: Substantial Completion: + 63 Days Ready for final payment: + 51 Days
Contract Price incorporating this Change Order: $ 843,711.50	Contract Times with all approved Change Orders: Substantial Completion: 11/21/26 Ready for final payment: 11/30/26

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	Recommended by Engineer	Accepted by Contractor
By:	Digitally signed by Russell P Higgins DN: C=US, E=higgins@benesch.com, O=BENESCH, CN=Russell P Higgins Reason: I am the author of this document Date: 2026.10.21 12:16:58-05'00'	Lori Stanek
Title:	Russell P Higgins	Owner
Date:		10/21/2026
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

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City of Bellevue Public Works Department

Change Order Details

BPW-260102 - 2026 Concrete Projects - Package 1

Description	2026 Concrete Projects - Package 1
Prime Contractor	Stanek Industries LLC 20404 Meadow Ridge Dr Springfield , NE 68059
Change Order	1
Status	Pending
Date Created	10/07/2026
Type	Contract Amendment
Summary	Extra work at Willow Springs
Change Order Description	Time extension and increase in quantiles with additional reconstruction of inlets and repair of storm sewer
Awarded Project Amount	$763,049.50
Authorized Project Amount	$763,049.50
Change Order Amount	$80,662.00
Revised Project Amount	$843,711.50

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0002	105.140	SF	$1.850	9,080.000	$16,798.00	120.000	$222.00	9,200.000	$17,020.00
REMOVE SIDEWALK									

Reason: Strom Sewer repair required removal of 30 foot of sidewalk

Funding Details						
Childs Rd	120.000	$222.00	0.000	$0.00	120.000	$222.00
Default Fund Package	1.000	$1.85	0.000	$0.00	1.000	$1.85
Harvell Dr	160.000	$296.00	0.000	$0.00	160.000	$296.00
Willow Springs	8,799.000	$16,278.15	120.000	$222.00	8,919.000	$16,500.15

0004	503.000	SF	$4.250	9,170.000	$38,972.50	120.000	$510.00	9,290.000	$39,482.50
CONSTRUCT 4-INCH PCC SIDEWALK									

Reason: Storm Sewer repair required replacement of 30 foot of sidewalk

Funding Details						
Childs Rd	120.000	$510.00	0.000	$0.00	120.000	$510.00
Default Fund Package	1.000	$4.25	0.000	$0.00	1.000	$4.25
Harvell Dr	1.000	$4.25	0.000	$0.00	1.000	$4.25
Willow Springs	9,048.000	$38,454.00	120.000	$510.00	9,168.000	$38,964.00
2 items	Totals		$55,770.50		$732.00	$56,502.50

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0032	CO1	EA	10.000	$6,900.000	$69,000.00
RECONSTRUCT INLET - PRICE INCREASE					
Reason: Increase in quantity that required a sub-contractor to complete.					
		Funding Details			
		Willow Springs	10.000	$6,900.000	$69,000.00
0040	906.210	LS	1.000	$1,500.000	$1,500.00
ADDITIONAL TRAFFIC CONTROL - DUE TO INCREASE QUANTITIES					
		Funding Details			
		Willow Springs	1.000	$1,500.000	$1,500.00
0050	702.01	LS	1.000	$9,430.000	$9,430.00
Storm Sewer Repair					
		Funding Details			
		Willow Springs	1.000	$9,430.000	$9,430.00
3 items					Total: $79,930.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Default Fund Package	$16,800.35	$16,800.35	$0.00	$16,800.35

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Childs Rd	$72,951.75	$72,951.75	$0.00	$72,951.75
Harvell Dr	$261,210.75	$261,210.75	$0.00	$261,210.75
Willow Springs	$412,086.65	$412,086.65	$80,662.00	$492,748.65
4 fund packages	$763,049.50	$763,049.50	$80,662.00	$843,711.50

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/10/2026	10/10/2026	51.0 Days	11/30/2026
Completion of Remaining Work				
Reason: Additional work at Willow Springs				
1 time limit				

16e.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 3, 2026			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Re-roof Goldenrod Park Maintenance building

SYNOPSIS/BACKGROUND:

Roof is approximately 20 years old and has extensive hail damage.

FISCAL IMPACT:: $47,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: KenBrooke Roofing, Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Replace Roof at Goldenrod Parks facility

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPBM27(07)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize Ken Brooke roofing, Inc to re-roof Goldenrod parks facility shop in the amount not to exceed $47,000.00.

ATTACHMENTS:

1. Roofing 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

KenBrooke Roofing, Inc.
4505 S 139th St. • Omaha, Nebraska 68137 • (402) 991-7363

Re-Roof Proposal

BILLING INFORMATION | JOB INFORMATION | 07/28/2025

NAME:	City of Bellevue	NAME:	Goldenrod Park Maintenance
ADDRESS:	1510 Wall St Bellevue, NE 68005	ADDRESS:	8201 S 42nd St Bellevue, NE 68147
CONTACT:	Tracy Niemier	CONTACT:	Same
PHONE:	402-515-6258	E-Mail:	

1. Roofing – Tear off old architectural roofing shingles down to the roof decking and install new Atlas Pinnacle Pristine Architectural roofing system. Any Bad decking found during tear off will be an additional cost of $100.00 dollars per 4 x 8 sheet of plywood.

2. Install all new metal flashings per city code which include, gutter apron, drip edge, valley flashing, new plumbing stack flashings and roof vents.

3. Install new ice and water shield at the eaves, valleys per city code.

4. Manufacturer will provide a limited lifetime warranty on the material and KenBrooke Roofing will provide a 10 year workmanship warranty.

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Forty-Seven Thousand Dollars and No----------. $47,000.00

Payment to be made as follows:

BALANCE DUE UPON COMPLETION

Signature ___ **Pete B. Ciaccio**___

ACCEPTANCE OF THIS PROPOSAL constitutes a binding Contract under the laws of the State of Nebraska. You are Authorized to do the work specified. Payment will be made as outlined above.

Signature_____ **Date of Acceptance**_____

16f.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 3, 2026			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

HVAC unit replacement P22477

SYNOPSIS/BACKGROUND:

District 3 fire station roof top HVAC unit needs replaced. The RTU is approximately 25 years old and has failed many times.

FISCAL IMPACT:: $41,901.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Dist.3 Fire station roof top HVAC unit

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPBM27(04)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the HVAC unit to be installed by CERRIS, for Dist. 3 fire station in the amount not to exceed $41,901.00.

ATTACHMENTS:

1. Proposed 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

Bellevue Fire Department Station #3

| Proposed Project Agreement

Fire Station #3 RTU Replacement

DATE:

8/7/2026

PROPOSAL NUMBER:

P22477

PREPARED FOR:

Bellevue Fire Department Station #3

9400 South 36th Street

Bellevue, NE 68147

PREPARED BY:

Aaron Ueckert

402-306-7385

aueckert@cerris.com

CERRIS SYSTEMS

Project Proposal

Company
Cerris Systems North Central, Inc.
9751 S 142nd St
Omaha, NE 68138
Ph: 402-306-7385

Proposal Date: 8/7/2026
Proposal Number: P22477

Bill To Identity	Agreement Location
City of Bellevue 1500 Wall Street Bellevue, NE 68005	Bellevue Fire Department Station #3 9400 South 36th Street Bellevue, NE 68147

We are pleased to offer our proposal for this project. Our proposal is based upon the site and system examination, material, labor costs, subcontractor costs, and permit fees.

Scope of Work:

1. Perform lock out tag out on all electrical
2. Provide and install a new Carrier, 12.5-ton 208/230 3-phase rooftop unit
   - Standard Packaging
   - High Gas Heat
   - Two-Stage Cooling-Single Circuit
   - High Static-Vane Axial Fan
   - Standard Leak Enthalpy Economizer with Barometric Relief
   - Electro-Mechanical Controls w/POL224 Economizer
   - Unit to include hail guard
   - ECM Supply Fan Motor
   - Refrigerant R-454B
3. Provide rigging as required for the project
4. Provide materials to re-connect gas piping and electrical as required
5. Place unit in service and verify proper operation
6. Any necessary permits required

CERRIS SYSTEMS

Control Add-On Scope

1. Integrate existing building ACM into Niagra supervisor
2. Add device pack to existing supervisor
3. Create graphics, trends and alarming

Our proposal is also based on the following *exclusions*:

1. Any work outside of the above-described scope
2. Testing and Balancing
3. Any structual roofing modifications
4. Structural engineering
5. Electrical work, including heat trace, line voltage for controls, wiring for medical gas system, fuses, heaters, starters, disconnects, or interconnecting wiring of equipment furnished, unless specifically noted
6. Trash removal or haul off (place in a contractor supplied dumpster)
7. Overtime or shift work
8. Allowances or contingency
9. Bond Premium – add 1% for performance and payment bond if required
10. Air and water balancing
11. Asbestos testing and abatement

The quoted price set forth herein does not include the cost impact of any tariffs or other taxes or embargos which may be imposed by the United States or any of its trading partners. To the extent the cost of any materials/equipment/items procured in furtherance of a subcontract or purchase order based upon this quotation/proposal/bid (collectively, "Bid") is impacted by the imposition of any tariffs, tax or embargo, the actual documented cost of such shall be billed to, and be reimbursed by, City of Bellevue, along with any schedule adjustments necessitated thereby. This Bid is expressly contingent upon the right to recovery of cost escalation set forth above. By accepting this Bid, City of Bellevue agrees that the resulting contract will include language providing for such right to recovery, and that such right of recovery will not be conditioned upon City of Bellevue's own recovery from a higher-tier contracting party.

Cerris Systems price for SCOPE above is $30,451.00

Alternate Controls ADD ON Scope above is $11,450.00

Total: $41,901.00

CERRIS SYSTEMS

Our price is guaranteed for (10) days from the date of this proposal.

WARRANTY: Our warranty on work performed is in accordance with **Paragraph 2 in Terms and Conditions.**

TERMS OF PAYMENT: NET 30. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Signature for Proposal Number - P22477

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor	**Customer**
Aaron Ueckert	
Signature (Authorized Representative)	Signature (Authorized Representative)
Aaron Ueckert	
Name (Print/ Type)	Name (Print/ Type)
402-306-7385	
Phone	Title
8/7/2026	
Date	Date PO#

CERRIS SYSTEMS

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2. The contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from the date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer 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 the Customer'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 may invoice Customer monthly. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Any alteration to, or deviation from this Agreement involving extra work, cost of materials or labor will become an additional 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.

5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services.

CERRIS SYSTEMS

7. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

9. Cerris Systems shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Cerris' control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Cerris Systems.

10. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in party by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

12. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

13. 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. As previously provided, 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 Customer of such substances, wastes and materials.

CERRIS SYSTEMS

14. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses, and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

15. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

16. 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 Customer, 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 Customer 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 the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

17. This Agreement may be cancelled by either party upon 30-day written notice. Customer shall be liable for all incurred expenses at the time of cancellation.

18. If paying with credit card a 3% surcharge will be added to the total project price.

CERRIS
SYSTEMS

ADDITIONAL SERVICES:
Limits of Liability

1. Cerris Systems will not be responsible for emergency service repairs, replacement parts, miscellaneous materials, or refrigerants.

2. The Inspection Maintenance Agreement shall in no way bind Cerris Systems to make corrections, replacements, or repairs necessitated by (a) Purchaser's improper operation or misuse of the equipment or systems, (b) by negligence of others, or (c) by faulty design of the equipment.

3. Cerris Systems shall not be required under the Inspection Maintenance Agreement to make safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company, laboratory, or governmental authority.

4. The Inspection Maintenance Agreement does not include the maintenance, repair or replacement of electrical disconnect switches, casing or cabinets, ductwork, insulation of any equipment not covered under this Agreement, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, or nonmoving parts of heating, cooling and ventilating equipment.

16g.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 3, 2026			SUBMITTED BY: Dave Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

OPPD Proposal and Waiver to provide a temporary loop connection for Bellevue Bay Entertainment District

SYNOPSIS/BACKGROUND:

OPPD to provide a temporary loop connection to ensure the water park has redundant power. Phase 2 power will not be installed until those streets are constructed. The work location is Bellevue Entertainment District HWY 34 & HWY 75.

FISCAL IMPACT:: $10,368.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:		COUNTER-PARTY:	OPPD	INTERLOCAL AGREEMENT:	N/A
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	Bellevue Bay Entertainment District -BPW 240802				
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:	10-33-6030	ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize the Mayor to sign the proposal between the City of Bellevue and OPPD for the temporary loop connection for the Bellevue Bay Entertainment District not to exceed $10,368.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

your energy partner
OPPD
Omaha Public Power District

Project Proposal and Waiver

CIS+ Acct. No.:

Design:

Date:9/10/2026

Tax I.D.:

LUC: Jeremy Cason
LUC Phone: 531.226.5846
Maximo WO: 3570444
A.S WO:842753

Capital W.O. ☐	Maint W.O. ☐	Job Order ☐	3 Year Refund ☐

Customer: **Bellevue Bay Temp Loop**
Brent Cleland

Work Location: HWY 34 & HWY 75

Phone:

Description of Work:

1. 12345. INSTL STD 1055A (100A CO, BLADES).
2. IN (NW) LINE BAY TERM 1-1/0 AL TRX 3PH PRI, 3-STD 298S1P.
A. TRENCH 1-1/0 AL 3PH PRI CA (350).

OPPD Responsibilities:

See Detail page.

Customer Responsibilities: 1) Waiver signature and submittal is required prior to work scheduling.
2)Notify OPPD representative if project is cancelled so invoice can be voided.
3)Payment (if applicable) is required prior to scheduling work.

Will need to the locations clear of all debris, utility right away will be at final grade.
Customers will need to have payments made at the time of the pre-con.

Customer Need Date: 9/10/2026 **Charge: $ $10,368**

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 90 days. If the proposal is extended beyond 90 days, then additional charges may be required.

Owner or Owner Representative: _____

Date: _____

Customers requesting OPPD to provide services that include installing underground equipment, cable and /or poles on customer-owned property are responsible for locating and identifying the location of items that are normally not locatable under the Nebraska One-Call Notification System Act. This includes but is not limited to items described in the following waiver. The waiver must be signed by either the owner or their representative and submitted to your OPPD representative prior to work order scheduling. Waiver signatures also indicate proposal acceptance.

Facilities Waiver

In consideration of the agreement of Omaha Public Power District to place electrical service facilities on my property at my request, and understanding that underground objects can be encountered during excavation and installation of these facilities despite the exercise of reasonable care, the undersigned owner hereby voluntarily and knowingly releases and discharges forever the Omaha Public Power District and its directors, officers, and employees, from any and all claims or liabilities (other than those resulting from intentional acts) arising from or related to damage to underground objects not properly located and identified by the customer, including but not limited to tree roots, sprinkler systems, piping, invisible fence lines, and other underground facilities, and ordinary impacts to sod/grass and landscaping resulting from or incurred during installation of electrical service facilities on this property. The individual signing this waiver agrees that he/she either is the Owner of the subject property or has been authorized by the Owner to execute this document on the Owner's behalf. If the subject property is owned by more than one person or entity, this waiver shall be binding if it is signed by one Owner or by a representative on behalf of one of the Owners.

Owner or Owner Representative (print name) _____

Owner or Owner Representative (signature) _____

Signature date: _____

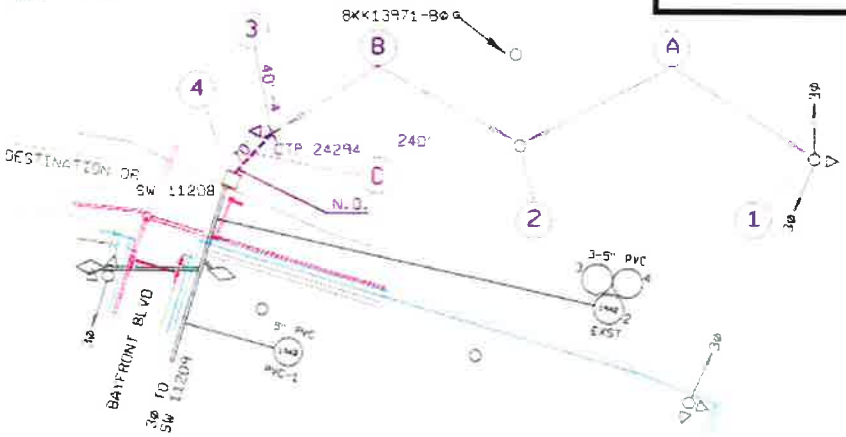
Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 90 days. If the proposal is extended beyond 90 days, then additional charges may be required.

***Please remit payment (if applicable) and a signed copy of this proposal / waiver to OPPD at the address listed on the invoice. A printed copy of the invoice MUST be sent along with payment to ensure the agreement is executed.**

THANK YOU!
9/10/2026

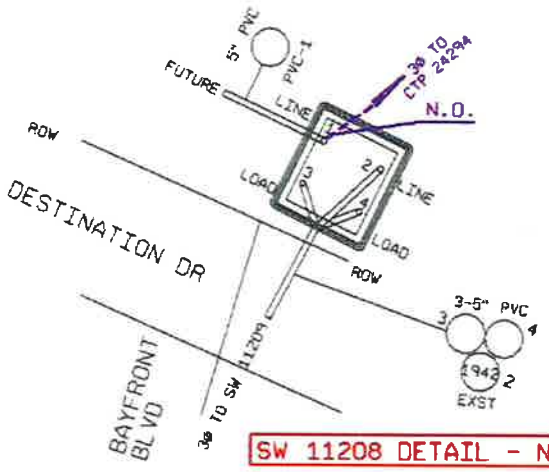
North
N.T.S.

MX WO# 3570444
AS WO# 842753
SUB# 1366 CKT#1942



1. REPL 100A CO & 100E FU / 2-STD 380 (W), IN A\ & C\ POSN'S.
2. REPL STD 380 (E), STD 435B, STD 440-9, STD 440-3 / STD 30912, STD 368 (W), 100A CO & 100E FU (N). LOWER STD 380 & STD 368 (N).
3. SET 40'-4 POLE. GND STD 403N, STD 401A4. INSTL STD 371A (E), STD 368 (E), STD 1055A (100A CO, BLADES, 3\). SET 16M PISA STD 435B. GUY STD 460-9 @ PRI POSN, STD 440-3 @ NEUT POSN (25' LEAD W).
4. IN (NW) LINE BAY TERM 1-1/0 AL TRX 3\ PRI, 3-STD 298S1P. OPER N.O. TOWARD CTP 24924. SEE DETAIL.

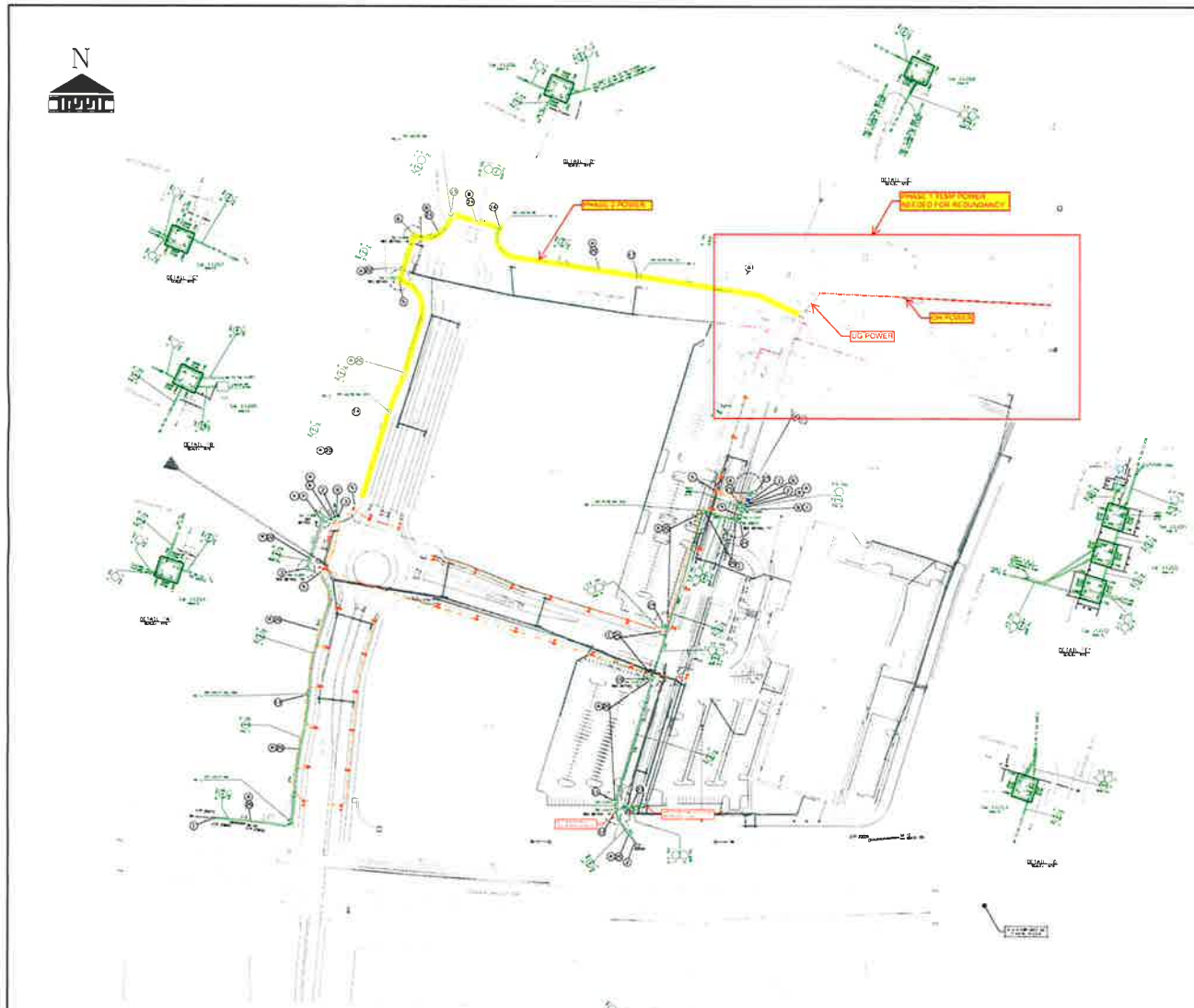
A. INSTL 2-#2 ACSR 2\ PRI. RD 299-2D.
B. INSTL 4-#2 ACSR 3\ PRI & NEUT. RD 299-2D.
C. TRENCH 1-1/0 AL TRX 3\ PRI CA (350).



SW 11208 DETAIL - NTS

THOMAS GABRIEL 531 226 3337 SEPTEMBER 29, 2026

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 90 days. If the proposal is extended beyond 90 days, then additional charges may be required.



LEGEND

TRENCH 1-#6 CU 120V UG ROMEX ST LT SLC CA (1597461). ALT HOT LEGS.

INSTL WIND 94.20W EQUIV LED SU ST LT STD 774L, STD 75551 (NTN 9402).

INSTL ST LT PB STD 850, UNLESS OTHERWISE NOTED.

3003075

1. SW 11209. IN (NW) LOAD BAY TERM 1/0 AL JCN PRI CA, STD 2478 (8KA FLT. AMP).
2. INSTL PM #7MR STD 13788 (13KVA, MR).
3. INSTL SEC PED STD 16861.
4. SW 11205. IN (SE) LOAD BAY TERM 1/0 AL JCN PRI CA, STD 2478 (8KA FLT. AMP).
5. INSTL ST LT PB 80A STD 852.
6. TRENCH 6'-6" PVC SCHED 40 END.

3003075 CONDUCTOR NOTES

A. PULL 1/0 AL JCN PRI CA (3PH).
B. TRENCH 1-350 AL TRX SEC CA.

3003074

1. CTP 22273. INSTL STD 1053 (600A SW, 3PH).
2. CTP 22032. INSTL STD 1053 (600A SW, 3PH).
3. SW 11204. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (NE) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 4" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "A".
4. SW 11205. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (NW) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 4" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "B".
5. SW 11207. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (NE) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 4" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "C".
6. SW 11208. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (NW) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 4" & 5" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "D".
7. SW 11208. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (NW) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 5" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "E".
8. SW 11209. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (SE) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. OPEN N.O. IN (NW) LINE BAY. IN BOTH LOAD BAYS STUB OUT 4" & 5" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "F".
9. SW 11210. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (SE) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 5" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "F".
10. SW 11212. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (SE) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 4" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "G".
11. SW 11211. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (SE) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 4" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "H".
12. SW 11212. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (SE) LINE BAY. IN BOTH LINE BAYS TERM 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 4" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "H".
13. MH 10177 NW 45N. INSTL 6 X 12 PRE-CAST MH STD 111, 3-6" POLY COLLARS, STD 115A, CUTBACKS SIM TO RD 154, KNOCK OUT CONCR MEMBRANE FOR SUMP GRATE. INSTL 500 KCMIL BARE CU GND LOOP (215), 10' GND ROD, CA RACKING. SPLC PRI CA (3-500 KCMIL AL 15KV EP JKT 3Ø), GOING (S) TOWARD CTP 22273 TO PRI CA GOING (N) TOWARD SW 11204, 3-STD 290E.
14. MH 10176 NW 24N. INSTL 6 X 12 PRE CAST MH STD 111, 3-6" POLY COLLARS, STD 115A, CUTBACKS SIM TO RD 154, KNOCK OUT CONCR MEMBRANE FOR SUMP GRATE. INSTL 500 KCMIL BARE CU GND LOOP (215), 10' GND ROD, CA RACKING. SPLC PRI CA (3-500 KCMIL AL 15KV EP JKT 3Ø), GOING (S) TOWARD SW 11205 TO PRI CA GOING (N) TOWARD SW 11207, 3-STD 290E.
15. MH 10175 NW. INSTL 6 X 12 PRE-CAST MH STD 111, 3-6" POLY COLLARS, STD 115A, CUTBACKS SIM TO RD 154, KNOCK-OUT CONCR MEMBRANE FOR SUMP GRATE. INSTL 500 KCMIL BARE CU GND LOOP (0000000215), 10' GND ROD, CA RACKING. SPLC PRI CA (3-500 KCMIL AL 15KV EP JKT 3Ø), GOING (S) TOWARD SW 11208 TO PRI CA GOING (E) TOWARD MH 10119 NE, 3-STD 290E.
16. MH 10175 NE. INSTL 6 X 12 PRE-CAST MH STD 111, 3-6" POLY COLLARS, STD 115A, CUTBACKS SIM TO RD 154, KNOCK-OUT CONCR MEMBRANE FOR SUMP GRATE. INSTL 500 KCMIL BARE CU GND LOOP (215), 10' GND ROD, CA RACKING. SPLC PRI CA (3-500 KCMIL AL 15KV EP JKT 3Ø), GOING (W) TOWARD MH 10119 NW TO PRI CA GOING (E) TOWARD MH 10119 NW 32, 3-STD 290E.
17. MH 09176 NW 33. INSTL 6 X 12 PRE-CAST MH STD 111, 3-6" POLY COLLARS, STD 115A, CUTBACKS SIM TO RD 154, KNOCK OUT CONCR MEMBRANE FOR SUMP GRATE. INSTL 500 KCMIL BARE CU GND LOOP (215), 10' GND ROD, CA RACKING. SPLC PRI CA (3-500 KCMIL AL 15KV EP JKT 3Ø), GOING (W) TOWARD MH 10119 NE TO PRI CA GOING (E) TOWARD SW 11208, 3-STD 290E.
18. MH 09176 NW. INSTL 6 X 12 PRE-CAST MH STD 111, 3-6" POLY COLLARS, STD 115A, CUTBACKS SIM TO RD 154, KNOCK OUT CONCR MEMBRANE FOR SUMP GRATE. INSTL 500 KCMIL BARE CU GND LOOP (215), 10' GND ROD, CA RACKING. SPLC PRI CA (3-500 KCMIL AL 15KV EP JKT 3Ø), GOING (W) TOWARD MH 10119 NE TO PRI CA GOING (E) TOWARD SW 11208, 3-STD 290E.
19. INSTL PM1 FULL BOX STD 1038.
20. TRENCH 1-5" PVC SCHED 40 END.
21. TRENCH 2-5" PVC SCHED 40 END.
22. BORE 1-5" PVC SCHED 40 BORE GARD END (143273).
23. BORE 2-4" PVC SCHED 40 BORE GARD END (143271).
24. BORE 2-5" PVC SCHED 40 BORE GARD END (143273).
25. BORE 3-5" PVC SCHED 40 BORE GARD END (143273).
26. SW 20672. INSTL STD 20041 (600A, 4-WAY, 3PH, SID 20082, STD 200C, 2-STD 200D, STD 198 IN (SE) LINE BAY. IN BOTH LINE BAYS TERM 2-500 KCMIL AL 15KV EP JKT 3Ø PRI CA, 6-STD 2985S. IN BOTH LOAD BAYS STUB OUT 4" PVC SCHED 40 CND FOR FUTURE USE. SEE DETAIL "G".

3003074 CONDUCTOR NOTES

A. PULL 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA (3PH).
B. IN DUCT #2 PULL 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA (3PH).
C. IN BOTTOM DUCT, PULL 3-500 KCMIL AL 15KV EP JKT 3Ø PRI CA (3PH).

Preliminary

06/03/2026 8:23:37 AM

COLOR LEGEND

- PRIMARY
- SECONDARY
- STREET LIGHT
- REMOVE FROM SERVICE

AS SR 71955 — #4 3003075 #5 20827867 INSTL ST LTS
AS SR 71956 — #4 3003074 #5 20827860 INSTL PRI SKIRTING

SCALE	1" = 40'
DRAFT	05-15-26 MCH
CHECK	RMG-NTR TAU
ENGINE	CHRISTIAN
NOTICE	
PE	
APPD.	
APPD.	
DEPT.	DESIGNATION

BELLEVUE ENTERTAINMENT DISTRICT

VIC OF
10 ST & HIDDEN VALLEY DR
BELLEVUE, NE

LOTS 1-4
SUB 13661 CKT 1542

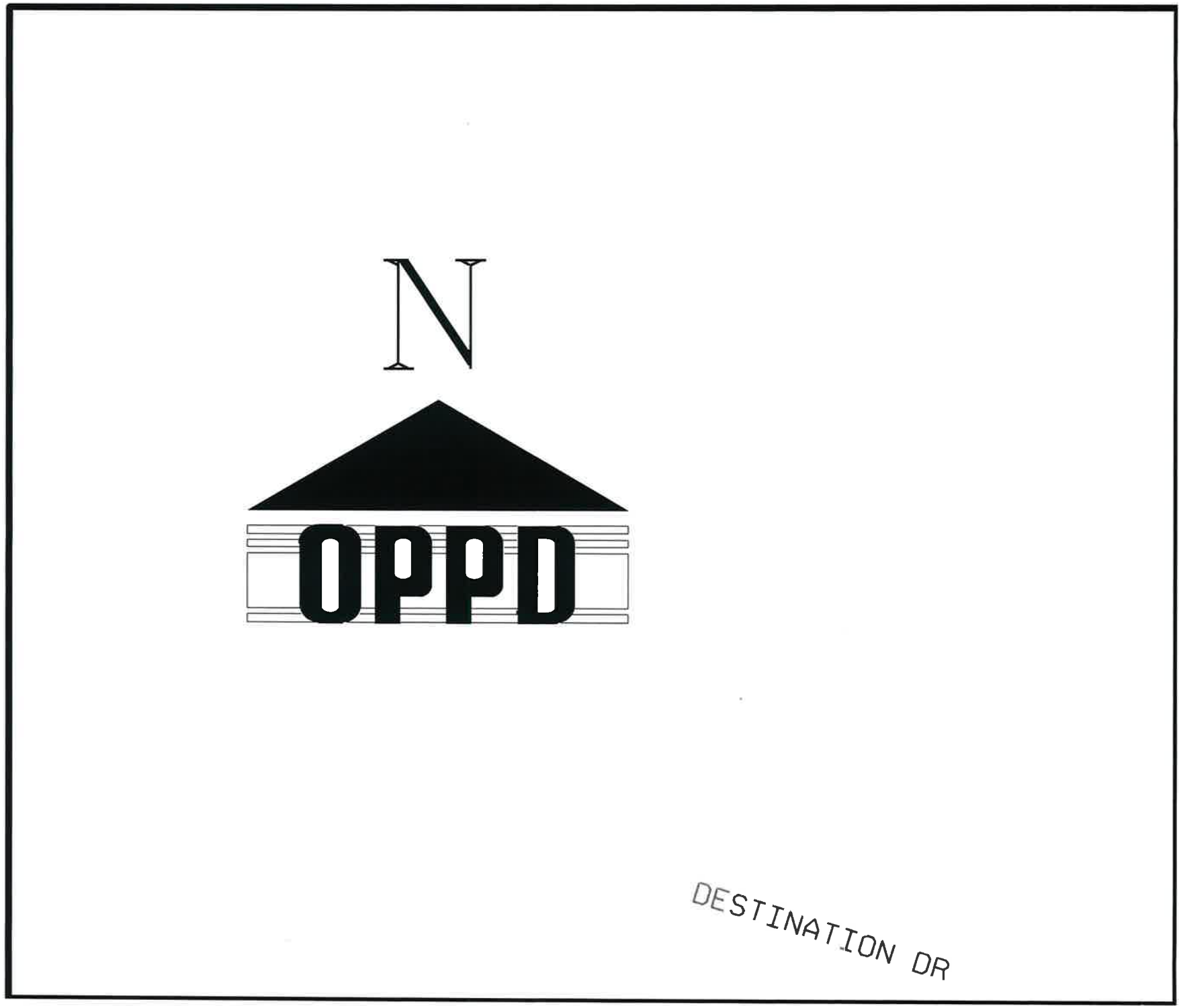
OPPD — Omaha Public Power District

3003074

N

OPPD

DESTINAT


N
OPPD
DESTINATION DR

16h.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 3, 2026			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

District 3 Fire station mini split install

SYNOPSIS/BACKGROUND:

This is for the upstairs bedrooms heating and cooling. HVAC has been inadequate in this area since bedrooms were added.

FISCAL IMPACT:: $91,250.00 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: Install mini split district 3 fire station

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPBM27(01)

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 Corp for the Dist 3 fire mini split install in the amount not to exceed $91,250.00.

ATTACHMENTS:

1. Proposal 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

Prairie Mechanical Corporation
2842 Tucker Street
Omaha, NE 68112-1838

P: 402.331.4050
F: 402.331.4078

City of Bellevue

To:	Tracy Niemier City of Bellevue 1500 Wall ST Bellevue, Ne 68005	**Phone:** **Location:** (If Different)	402-515-6258 Fire Station #3 9400 S 36th St Bellevue, Ne 68147
Project:	Install Ductless system with high wall cassettes for 12 rooms	**Quote:**	KS26-1302

Tracy,

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.

Scope:

- **Option 1:**
- **Provide and install (4) Mitsubishi hyper heat ductless systems capable of (3) indoor heads each for a total of 12 rooms**
- Hyper-Heating INVERTER®: Hyper-heating performance offers 100% heating capacity at 5°F and 75% heating capacity at -13°F
- • Fan motor overheating/voltage protection
- • Compressor thermal protection
- • Compressor overcurrent detection
- • Built-in base pan heater
- • High pressure protection
- Includes Crane
- **Total.....$91,250.00**

Exceptions/Notes:

- Does not include other items not specifically called out in this proposal
- Excludes Electrical and Electrical Modifications
- Excludes roofer
- Excludes Controls
- This quote is valid for 15 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

By:_____

Title:_____

Date:_____

PRAIRIE MECHANICAL CORPORATION

By: Kelly Sautter

Title: Account Manager

Date: 10/20/2026

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.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/3/26			SUBMITTED BY: Finance, CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the Environmental Review Record and Request for Release of Funds for CDBG 2026 projects and authorize submittal to HUD.

SYNOPSIS/BACKGROUND:

The City of Bellevue is required to perform an environmental assessment for all project receiving CDBG assistance to identify any potential environmental issues and verify there will not be a negative impact on the environment. The Environmental Review Record for the approved 2026 CDBG assisted projects has been completed and a Notice of Finding of No Significant Impact and Request for Release of Funds was distributed and published for citizen review on October 14, 2026. All 2026 projects were previously approved by the City Council as part of the CDBG Action Plan on July 21, 2026. Once the City receives an executed funding agreement, the Request for Release of Funds will be submitted to HUD.

FISCAL IMPACT:: $307,019.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: *Once approved by City Council and HUD, activities will be named and coded; CDBG-192700 HUD Projects

START DATE: 10/01/2026 END DATE: 09/30/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192700 ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and submit to HUD.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

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

October 14, 2026
City of Bellevue, NE, 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000
These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Bellevue.

REQUEST FOR RELEASE OF FUNDS

On or after November 4, 2026, the City of Bellevue will submit a request to the U.S. Department of Housing & Urban Development (HUD) for the release of CDBG program funds under Title I of the Housing and Community Development Act of 1974, as amended, in the amount of $307,019 and reallocated funds in the amount of $1,759 to implement the following projects: Administration, Public Facilities/Improvements, Housing and Public Service. The following projects identified in the City of Bellevue FY 2026 Action Plan are exempt from 24 CFR 58.34 Subpart D: Program Administration, $61,000; and the following projects identified as Categorically Excluded, Not Subject to 58.5 Converted to Exempt: LUS Community Response Program - $21,530; All Seasons Vulnerable Adults Assistance Program, $18,480.

The following projects are not exempt from 24 CFR Part 58.34 Subpart D, therefore, a public notice is required.

Categorically Excluded, Subject to 58.5

- ENCAP Food Pantry Exterior Safety Project – Exterior Infrastructure Improvements including concrete paving, $130,000
- Habitat for Humanity Home Repair Program – funding for critical home repairs to LMI owner-occupied housing, tiered review, $50,000
- HomeWoven Home Preservation Program – implementation of an owner-occupied housing rehabilitation program, tiered review, $27,768

FINDING OF NO SIGNIFICANT IMPACT

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

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by November 2, 2026, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

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

OBJECTIONS TO RELEASE OF FUNDS

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

Abby Highland
CDBG Program Specialist

Rusty Hike
Mayor, City of Bellevue

Request for Release of Funds and Certification

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

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

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

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

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
Community Development Block Grant Entitlement	B-26-MC-31-0003	

4. OMB Catalog Number(s)	5. Name and address of responsible entity
14.218	City of Bellevue, 1500 Wall Street, Bellevue, NE 68005
6. For information about this request, contact (name & phone number)	
Abby Highland, CDBG Program Specialist, (402) 293-3000	

8. HUD or State Agency and office unit to receive request	7. Name and address of recipient (if different than responsible entity)
U.S. Department of Housing and Urban Development, Omaha Field Office	

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

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
2026 Action Plan Activities	City-wide; Bellevue, NE

11. Program Activity/Project Description

Public Facilities/Improvements - Bellevue Food Pantry Exterior Safety Project, exterior infrastructure improvements including concrete paving, $130,000
Housing - Habitat for Humanity Home Repair Program – funding for critical home repairs to LMI owner-occupied housing, tiered review, $50,000
Housing - HomeWoven Home Preservation Program – implementation of an owner-occupied housing rehabilitation program, tiered review, $27,768
Public Service - LUS Community Response Program - support community response and services for families in Bellevue through administration support, $21,530
Public Service - All Seasons Assistance for Vulnerable Adults/Senior Citizens - assistance with access to services, transportation,m and administration support, $ 50,000
Program Administration - CDBG program administration activities, $61,000

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

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

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

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

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

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

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

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

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

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

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

16j.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/03/26			SUBMITTED BY: Finance, CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the Environmental Review Record for South 36th Street LLC project which includes provisions for HUD Section 8 Project-Based Voucher (PBV) assistance and authorize submittal of the review to HUD.

SYNOPSIS/BACKGROUND:

The City of Bellevue, as the Responsible Entity for environmental review records (ERR) pursuant to 24 CFR Part 58, reviewed the ERR provided by the Bellevue Housing Authority for The 11822 S 36th Street, LLC, a proposed development at 11822 S 36th Street which will included Project Based Voucher assistance through HUD. The City verified the findings in the environmental review record that the project will have no significant impact on the environment. A Notice of Finding of No Significant Impact and Request for Release of Funds was published and distributed for citizen review on October 14, 2026. Following approval by council, the Bellevue Housing Authority will submit the review and request for release of funds to HUD.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the South 36th Street LLC environmental review record and authorize the Mayor to sign the 7015.15 to HUD by the Bellevue Housing Authority.

ATTACHMENTS:

1. ERR Public Notice
2. 11822 S 36th Street ERR
3. HUD Form 7015.15
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

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

espanol.hud.gov

Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58

This is a suggested format that may be used by Responsible Entities to document completion of an Environmental Assessment.

Project Information

Project Name: 11822 S 36TH STREET, LLC

Responsible Entity: Nebraska Department of Economic Development

Grant Recipient (if different than Responsible Entity): **11822 S 36TH STREET, LLC**

State/Local Identifier: **Nebraska/City of Bellevue**

Preparer: Thomas G. Judds

Certifying Officer Name and Title: Jenny B. Mason, Director of Community Development & Disaster Recovery

Consultant (if applicable): N/A

Direct Comments to: Thomas G. Judds, Foundations Development, 1886 South 126th Street, Omaha, NE 68144 (402-432-4285)

Project Location: 11822 South 36th Street, Bellevue, NE 68123

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

Description of the Proposed Project [24 CFR 50.21 & 58.32]:
11822 S 36TH, LLC is a proposed new construction of a 38-unit Low-Income Housing Tax Credit ("LIHTC") mixed income, senior development (55+) to be occupied by the general population. The rental units will be located west of 36th Street and south of Highway 370, Bellevue, Sarpy County, Nebraska ("The Project"). The Project will consist of a four-story building containing two-bedroom rental units, all 877 square feet. The Project will be owned by 11822 S 36TH, LLC. The proposed site is located within the city limits and currently vacant ground. A zoning change from Neighborhood Business to General Residence will be granted from the City of Bellevue. The Project will adhere to the Federal Internal Revenue Code Section 42 LIHTC Program. Five units will be HOME Investment Partnership Program ("HOME") units occupied by tenants at or below 60% AMI (Area Median Income). There will be no displacement of residents, business, or farms. The Project is estimated to be completed within two years.

The estimated Project costs is $9,513,420. The Project will be funded with $3,492,883 in LIHTC equity, $1,533,461 in Nebraska Affordable Housing Tax Credit equity, $900,000 in HOME Funds deferred loan, $2,700,000 in the form of a conventional loan, $886,966 in deferred developer fee, $100 in general partner contribution, and $10 of Special Member contribution.

11822 S 36TH, LLC of Omaha, Nebraska is the HOME and LIHTC applicant. Foundations Development, LLC of Omaha, Nebraska is the LIHTC developer. 11822 S 36TH MANAGING MEMBER, LLC will be the managing member, and RWI Property Management, Inc. will be the agent for the Project. The Investing member of the Project will be Midwest Housing Equity Group, Inc., through MHEG Fund 62, LP (tax credit fund). Midwest Housing Assistance Corporation will have a right of first refusal to purchase the property at the end of the 15-year tax credit compliance period.

Twenty percent of the units are handicapped adaptable and will meet visibility standards. Of these, one unit will meet all Uniform Federal Accessibility Standards (UFAS) requirements for accessibility. One unit will meet the visual and hearing impairment requirements.

Statement of Purpose and Need for the Proposal: The purpose of the proposal is to create new senior (55+) rental housing in Bellevue, NE. The development represents new construction of a three-story building containing 38, two-bedroom units. This will be a mixed-income development. The community of Bellevue needs more "affordable" senior housing.

Existing Conditions and Trends [24 CFR 58.40(a)]:
The current condition of the project area is vacant and idle ground. The ground is considered "Committed to Urban Development" and exempt from the Farmland Protect Act, per Elizabeth Gray from the USDA-NRCS. Around the site are residential dwellings, multi-family housing and an elementary school. The proposed development will have a significant economic impact to the community with capital investment and provide additional affordable housing options for low-to-moderate income seniors.

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

Funding Information

Grant Number	HUD Program	Funding Amount
25OERH10002	HOME Investment Partnership Program	$900,000.00

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: **$9,513,420.00**

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

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations See the attached worksheets and supporting documentation for each of the environmental review subjects below.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	The nearest public-use airport to the project site is Millard Airport, approximately 8.3 miles or 64,680 feet. The closest military airport is Offutt Airforce Base, approximately 2.21 miles or 11,669 feet. A letter from the Nebraska Department of Transportation states although the project would be located just inside the northeast flare of the extended Runway 30 Approach for the Millard Airport; but, given the proposed building height (38' 9") and the distance being over 8 miles away, it is unlikely to impact any airspace. Joint Land Use Study published by Offut Air Force Base, indicates the proposed project site is not located within RPZ/CZ or APZ. See the attached Airport Hazard worksheet and maps showing distances to military and civil airports.

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	There are no Coastal Barrier Resources System (CBRS) units within the state of Nebraska, per the U.S. Fish and Wildlife Service (https://fwsprimary.wim.usgs.gov/CBRSMapper-v2/) Please see the attached Coastal Barrier Resources Worksheet and Mapper.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	No portion of the project will be located within a Federal Emergency Management Agency (FEMA) designated Special Flood Hazard Area; therefore, no flood insurance is required. See the attached Flood Insurance Worksheet, FEMA and Nebraska Department of Water, Energy and Environment maps.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	According to the EPA Green Book that is current as of December 31, 2025, there are no counties listed in the Nebraska Nonattainment/Maintenance Status for All Criteria Pollutants. https://www3.epa.gov/airquality/greenbook/anayo_ne.html Please see the attached Air Quality Worksheet, map, NDEE 2025 Ambient Air Monitoring Network Plan and EPA Green Book page.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	No coastal zone management programs are in the states of HUD Region VII, per the National Oceanic & Atmospheric Administration, Office of Ocean and Coastal Resource Management http://coastalmanagement.noaa.gov/mystate/welcome.html. See the attached Coastal Zone Management Worksheet.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☐ No ☒	B2E prepared a Phase I Environmental Site Assessment, dated October 3, 2025, which found that there are no known REC's or environmental conditions on the project

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

		location. Based on the findings and conclusions of the report, it was recommended that further action is not warranted. With respect to radon, a passive system will be installed during construction. Post construction, testing will be conducted and if necessary, the passive system will be converted to an active system and retesting will be performed. See the attached Site Contamination worksheet and Phase I ESA report.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	Northern Long-eared Bat – Mitigation action consists of no removal of suitable trees or roosting structures between May 15 and July 31. Use downward facing, full cut-off lens lights when installing new or replacing existing permanent lights. According to Ruby Micek (Rolland), Environmental Specialist III for the Nebraska Game & Parks Commission, the existing habitat is not conducive to the Northern Long-eared bat. The development site area is urban and more populated with sparce trees. **No suitable habitat and no mitigation needed.** See the attached Endangered Species Act worksheet and the Nebraska Game & Parks Commission NE-CERT-015858.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	Per Mr. Brad Dietlin, Deputy, Fuels Safety Division, Nebraska State Fire Marshal Agency, there are no current or planned above ground storage tanks for flammable liquids in the one-mile project area. See the attached Explosive and Flammable Facilities worksheet and copy of email from Nebraska State Fire Marshall Agency.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	According to USDA-NRCS, the property is considered "land committed to urban development" and exempt from FPPA. See that attached Farmland Protection worksheet and copy of email from Ms. Elizabeth Gray (10/31/2025).

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes ☐ No ☒	According to the FEMA Flood Insurance Rate Map (FIRM) panel 31153C0090H effective May 3, 2010, the proposed project location is in an Area of Minimal Flood Hazard Zone X, but are not in the shaded areas of a 0.2 Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. See the attached FIRM and NDEWW map. **There is no impact with respect to floodplain.**
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	Consultation with The Nebraska State Historical Society by sending a NESHPO Section 106 Project Review Form. The determination was made that no historic properties will be affected (NP). The Nebraska Department of Economic Development (DED) performed tribal consultations with all relevant tribes. No responses were received within the 30-day threshold from all tribes contacted. See the attached Historic Preservation worksheet and SHPO Letter – Section 106.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	Civil and Military Airports - below 65 decibels. Closest railway and major road are beyond the prescribed feet from the proposed development site. See the attached Noise worksheet and DNL Contour Maps – Offutt Air Force Base and Eppley Airfield.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	According to the Environmental Protection Agency's (EPA) interactive maps of SSAs, there are no SSAs identified within the state of Nebraska. Therefore, the project is not located on an SSA. https://epa.maps.arcgis.com/apps/webappviewer/index.html?id=9ebb047ba3ec41ada1877155fe31356b See the attached Sole Source Aquifers worksheet and Sole Source Aquifers Mapper.

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes ☐ No ☒	Reviewed the National Wetlands Inventory Map on October 31, 2025, and there are no wetlands located on or near the proposed development site – 11822 South 36th Street, Bellevue, NE. See the National Wetlands Inventory Map and Page from the Phase I environmental report from B2 Environmental. See the attached Wetlands Protection worksheet and National Wetlands Inventory Map.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	No wild and scenic rivers located within proximity – reviewed the National Park Service Map of Wild and Scenic Rivers Inventory – date reviewed October 31, 2025. See the attached Wild and Scenic Rivers worksheet and National Park Service map.

Environmental Assessment Factors [24 CFR 58.40] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

(1) Minor beneficial impact
(2) No impact anticipated
(3) Minor Adverse Impact – May require mitigation
(4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	2 – No impact anticipated	Compatible land use: project area consists of an elementary school and residential dwellings (single-family and multi-family apartments) and churches. Density (unit count) is favorable to the surrounding neighborhood. Current zoning district is "BN" – Business Neighborhood. A change in zoning will be necessary, and it is anticipated to be approved.
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	2 – No impact anticipated	The soil composition (suitability, slope, erosion, drainage & storm water runoff) for the proposed development is consistent with surrounding soil used for neighboring uses which include churches, single-family homes, multi-family apartments and schools.
Hazards and Nuisances including Site Safety and Noise	2 – No impact anticipated	Units will be secured as soon as possible during the construction process. Short-term impacts due to construction activities would result in intermittent and varying levels of construction noise. Average noise levels associated with various construction phases where all pertinent equipment is present and operating at a reference distance of 15 meters (50 feet) are: Ground Clearing 84±6 dBA Excavations 89±6 dBA Foundations 78±3 dBA Erection of Structures 85±5 dBA Finishing (i.e., Paving) 89±6 dBA (Ref: Bolt, et. al. for the Environmental Protection Agency, 1971)

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	2 – No impact anticipated	This will be a mixed-income, multi-family rental development with a senior designation (55+ years of age). Residents will either be retired or close to retirement age. It is anticipated incomes will be fairly consistent among tenants.
Demographic Character Changes, Displacement	2 – No impact anticipated	The proposed site is currently vacant land. Areas around the site are mostly developed – residential housing (single-family homes & apartments) and an elementary school. This project represents new construction, consequently no displacement of residents.

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

Educational and Cultural Facilities	1 – Minor beneficial	The proposed senior housing project will add to the tax base of the school district without adding students to the school system
Commercial Facilities	1 – Minor beneficial	Project is conveniently located near retail, restaurants and pharmacies increasing customers for local businesses.
Health Care and Social Services	1 – Minor beneficial	Nebraska Medicine Bellevue and CHI Health Clinic Family Medicine are within 3 miles of the project site. The project will offer assistance for physically handicapped residents in the City of Bellevue. Two units will be designated as handicapped units. Additionally, one unit will be appropriately equipped for audio/visual impaired tenants.
Solid Waste Disposal / Recycling	2 – No impact anticipated	Residential use will not have a significant impact on the existing solid waste system. The project will provide recycling services free of charge to the residents.
Waste Water / Sanitary Sewers	2 – No impact anticipated	City sanitary sewer infrastructure is in place to service the proposed project. Additionally, no wastewater treatment facilities are in proximity to the proposed site that could pose an environmental burden.
Water Supply	2 – No impact anticipated	City of Bellevue water supply is available, safe, and adequate in volume to handle proposed project.
Public Safety - Police, Fire and Emergency Medical	2 – No impact anticipated	Adequate public safety, police, fire and emergency services are available to the proposed project site through the City of Bellevue. It is anticipated that residents of the proposed project will be from within the community and there will be negligible increased demand for services. The closets fire station (Station 3) is .6 miles to the north. The fastest fire/rescue response for the area. Police is approximately 3.5 miles from the site.
Parks, Open Space and Recreation	1 – Minor beneficial	There are three parks within 3 miles of the proposed development site – Leawood Park (.7 miles); Golden Hills Park (1 mile) and American Heros Park (2 miles).
Transportation and Accessibility	2 – No impact anticipated	Project will have little impact on transportation systems as the project will be built on existing lot. Route 95 – Bellevue Express serves stops in Bellevue (including one at 1510 Harland Drive) which is relatively close to the project site.

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	2 – No impact anticipated	No existing bodies of water are located within the area of concern. See maps in Phase I

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

Vegetation, Wildlife	1 – Minor Beneficial	Trees will be added to each lot to enhance neighborhood habitat and beauty.
Other Factors	2 – No impact anticipated	

Environmental Assessment Factor	Impact Code	Impact Evaluation
ENERGY		
Energy Efficiency	1 – Minor Beneficial	Project will utilize Energy Star appliances and mechanical equipment.

Additional Studies Performed: ESA Phase I

List of Sources, Agencies and Persons Consulted:

Airport Hazards

Mr. Dave Lehnert, Aviation Liaison Technician II, Aeronautics Division, Nebraska Department of Transportation

Endangered Species

Ruby Micek (Rolland), Environmental Specialist III, Nebraska Game & Parks Commission, 402-471-5554, ruby.rolland@nebraska.gov, 2200 N. 33rd St., Lincoln, NE 68503.

Explosive and Flammable Hazards

Mr. Brad Dietlin, Deputy, Fuels Safety Division
Nebraska State Fire Marshal Agency
Cell: 402-690-3633
Email: Brad.Dietlin@Nebraska.gov

Farmland Protection

Ms. Elizabeth Gray, Nebraska Assistant State Soil Scientist
USDA-Natural Resources Conservation Service
NRCS State Office, Room 360
1121 Lincoln Mall, Lincoln, NE 68508

Historic Preservation

Mariska Molnar, Preservation Archeologist
Nebraska State Historical Society
1500 R Street, Lincoln, NE 68508
Mariska.molar@Nebraska.gov
Phone: 531-350-8840

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

Noise
Mr. David B. Owens, P.E., Director of Planning and Engineering
Omaha Airport Authority
4501 Abbott Drive, Suite 2300, Eppley Airfield,
Omaha, NE 68110
Phone: 402-661-8000

Tribes

Durell Cooper, Chairman
Apache Tribe of Oklahoma
511 East Colorado
Anadarko, OK 73005

Timothy Rhodd, Chairman
Iowa Tribe of Kansas and Nebraska
3345 Thrasher Road
White Cloud, KS 66904

Jacob Keyes, Chairman
Iowa Tribe of Oklahoma
335588 East 750 Road
Perkins, OK 74059

Jason Sheridan, Chairman
Omaha Tribe of Nebraska
PO Box 368
Macy, NE 68039

Vern Jefferson, Chairman
Sac & Fox Tribe of Mississippi in IA
349 Meskwaki Road
Tama, IA 52339

John Shotton, Chairman
Otoe-Missouria Tribe of Indians, Oklahoma
8151 Highway 177
Red Rock, OK 74651

Candace Schmidt, Chairman
Ponca Tribe of Nebraska
2523 Woodbine Street
Niobrara, NE 68760

Tiauna Carnes, Chairman
Sac & Fox Nation of Missouri in Kansas and Nebraska
305 N. Main Street
Reserve, KS 66434

Randle Carter, Principal Chief
Sac & Fox Nation, Oklahoma
920883 S. Highway 99, Bldg. A
Stroud, OK 74079

List of Permits Obtained: None

Alternatives [24 CFR 58.40(e)] **None**

No Action Alternative [24 CFR 58.40(e)]: **We've considered not building, but not feasible.**

Summary of Findings and Conclusions:

Mitigation Measures and Conditions

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

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

Law, Authority, or Factor	Mitigation Measure
Airport Hazard – Nebraska Department of Transportation	None.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	None.

Determination:

☒ **Finding of No Significant Impact** [24 CFR 58.40(g)(1)]
The project will not result in a significant impact on the quality of the human environment.

☐ **Finding of Significant Impact** [24 CFR 58.40(g)(2)]
The project may significantly affect the quality of the human environment.

Preparer Signature: Signed by: C1DA5BAD6EA54EF... Date: 3/16/2026
Name/Title/Organization: Thomas Judds, Executive Vice President, Foundations Development, LLC

Certifying Officer Signature: Signed by: B3A29A16E001491... Date: 3/17/2026
Name/Title: Jenny B. Mason, Director of Community Development & Disaster Recovery

Docusign Envelope ID: 6B75B86C-0F53-4E82-85C4-5D2FD07D1B78

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

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

Environmental Review Signature Page for Supplemental Funding of HUD-assisted Projects under 24 CFR Part 50

Project Name: 11822 S 36th Street, LLC

ER ID in HEROS (15-digit code found on dashboard): NA

Applicant/Grant Recipient: 11822 S 36th Street, LLC

HUD Program Office Originating Environmental Review: HOME

Supplemental Funding HUD Program Office:

Project Location: 11822 S 36th Street, Bellevue, NE, 68123

Project Description (copy from HEROS, attach separate page if more space is needed):

11822 S 36TH, LLC is a proposed new construction of a 38-unit Low-Income Housing Tax Credit ("LIHTC") mixed income, senior development (55+) to be occupied by the general population. The rental units will be located west of 36th Street and south of Highway 370, Bellevue, Sarpy County, Nebraska ("The Project"). The Project will consist of a four-story building containing two-bedroom rental units, all 877 square feet. The Project will be owned by 11822 S 36TH, LLC. The proposed site is located within the city limits and currently vacant ground. A zoning change from Neighborhood Business to General Residence will be granted from the City of Bellevue. The Project will adhere to the Federal Internal Revenue Code Section 42 LIHTC Program. Five units will be HOME Investment Partnership Program ("HOME") units occupied by tenants at or below 60% AMI (Area Median Income). There will be no displacement of residents, business, or farms. The Project is estimated to be completed within two years. The estimated Project costs is $9,513,420. The Project will be funded with $3,492,883 in LIHTC equity, $1,533,461 in Nebraska Affordable Housing Tax Credit equity, $900,000 in HOME Funds deferred loan, $2,700,000 in the form of a conventional loan, $886,966 in deferred developer fee, $100 in general partner contribution, and $10 of Special Member contribution.

11822 S 36TH, LLC of Omaha, Nebraska is the HOME and LIHTC applicant. Foundations Development, LLC of Omaha, Nebraska is the LIHTC developer. 11822 S 36TH MANAGING MEMBER, LLC will be the managing member, and RWI Property Management, Inc. will be the agent for the Project. The Investing member of the Project will be Midwest Housing Equity Group, Inc., through MHEG Fund 62, LP (tax credit fund). Midwest Housing Assistance Corporation will have a right of first refusal to purchase the property at the end of the 15-year tax credit compliance period.

Twenty percent of the units are handicapped adaptable and will meet visibility standards. Of these, one unit will meet all Uniform Federal Accessibility Standards (UF AS) requirements for accessibility. One unit will meet the visual and hearing impairment requirements.

Mitigation Measures and Conditions [CFR 1505.2(c)] (Attach separate page if more space is needed)
These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. (Ensure the mitigation measures described in this section correspond to the mitigation screen in HEROS.)

Airport Hazard - Nebraska Department of Transportation - None.
Endangered Species Act of 1973 - None.

Approving Official Comments (attach separate page if more space is needed):

None.

Determination:

☒ Finding of No Significant Impact [24 CFR 58.40(g)(1); 40 CFR 1508.13] The project will not result in a significant impact on the quality of human environment

☐ Finding of Significant Impact

☐ Project is categorically excluded from NEPA

I certify that I have made an independent evaluation of the environmental issues, taken responsibility for the scope and content of the compliance finding, EA, or EIS, and made the environmental finding where applicable. I certify that the project description and mitigation measures listed above correspond to the HEROS review approved by the originating office and the project description corresponds to the activity proposed for supplemental funding through this office. I acknowledge that this office's approval of supplemental funding under this review is conditioned on compliance with listed mitigation measures.

Signature of Supplemental Funding Approving Official: Rusty Hike

Name of Supplemental Funding Approving Official: Rusty Hike

Title: Mayor, City of Bellevue

Date: 10/7/2026

CITY OF BELLEVUE

NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

October 14, 2026; City of Bellevue, Nebraska, 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000. These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Bellevue.

REQUEST FOR RELEASE OF FUNDS

On or about November 4, 2026, the City of Bellevue will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of funds associated with the Section 8 Project-Based Voucher (PBV) Program under Section 8(o)(13) of the United States Housing Act of 1937, as amended, for the following project:

Project Title: 11822 S 36TH STREET, LLC

Project Location: 11822 South 36th Street, Bellevue, Nebraska 68123

For the Purpose of: New construction of a 38-unit senior (55+) affordable housing development consisting of thirty-eight (38) two-bedroom apartments. Thirty (30) units will be income-restricted for households at 50% to 60% of Area Median Income and eight (8) units will be market-rate. Bellevue Housing Authority proposes Project-Based Voucher assistance for eight (8) units.

Related HOME Environmental Review: The same project previously completed an Environmental Assessment under 24 CFR Part 58 for HOME Investment Partnerships Program assistance administered by the Nebraska Department of Economic Development. The Environmental Assessment identifies $900,000 in HOME funds and an estimated total project cost of $9,513,420. A Finding of No Significant Impact was executed by the Nebraska Department of Economic Development certifying officer on March 17, 2026.

Other Project Financing: Federal and state Low-Income Housing Tax Credit equity, Nebraska Affordable Housing Tax Credit equity, conventional financing, deferred developer fee, general partner contribution, and special member contribution.

FINDING OF NO SIGNIFICANT IMPACT

The project was previously determined to have no significant impact on the human environment through the Environmental Assessment completed under 24 CFR Part 58 for the HOME-assisted project. Therefore, an Environmental Impact Statement under the National Environmental Policy Act (NEPA) was not required. For the proposed addition of PBV assistance, the City of Bellevue proposes to rely on, adopt, or incorporate the existing Environmental Review Record to the extent permitted by HUD, subject to any required re-evaluation or supplemental documentation.

The Environmental Review Record (ERR), including the Environmental Assessment executed March 17, 2026, and related supporting documentation, is available for review at the City of Bellevue Administration Office, 1500 Wall Street, Bellevue, NE 68005, during normal business hours and electronically upon request.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR and this notice to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by November 2, 2026, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

The City of Bellevue certifies to HUD that its Certifying Officer, in his or her official capacity, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that those responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Section 8 Project-Based Voucher assistance to proceed, subject to HUD requirements.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the City of Bellevue's certification for a period of fifteen days following the anticipated submission date or HUD's actual receipt of the request, whichever is later, only if the objection is based on one of the grounds permitted by 24 CFR Part 58.76. Objections must be prepared and submitted in accordance with 24 CFR Part 58 and addressed to the U.S. Department of Housing and Urban Development, Omaha Field Office, Edward Zorinsky Federal Building, 1616 Capitol Avenue, Suite 329, Omaha, Nebraska 68102-4908. Potential objectors should contact HUD to verify the actual last day of the objection period.

Rusty Hike, Mayor, City of Bellevue

Request for Release of Funds and Certification

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

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

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

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

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
Project-Based Voucher Program Housing Assistance	NE174	

4. OMB Catalog Number(s)	5. Name and address of responsible entity
143.871	City of Bellevue, 1500 Wall Street, Bellevue, NE 68005
6. For information about this request, contact (name & phone number)	
Abby Highland, (402)293-3000	

8. HUD or State Agency and office unit to receive request	7. Name and address of recipient (if different than responsible entity)
U.S. Department of Housing & Urban Development; Omaha Field Office; Public Housing	Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68147

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

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
11822 S 36th Street, LLC	11822 S 36th Street, Bellevue, NE 68123

11. Program Activity/Project Description

New construction of a 38-unit senior (55+) affordable housing development consisting of thirty-eight (38) two-bedroom apartments. Thirty (30) units will be income-restricted for households at 50% to 60% of Area Median Income and eight (8) units will be market-rate. Bellevue Housing Authority proposes Project-Based Voucher assistance for eight (8) units.

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

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

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

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

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

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

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

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

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

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Executive Direction, Bellevue Housing Authority
	Date signed

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

16k.
11/3/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/3/26			SUBMITTED BY: Finance, CDBG		
AGENDA ITEM:		CONSENT AGENDA	✓	SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Approve the HUD Form 7015.15 Request for Release of Funds for The Wilshire Project which includes provisions for HUD Section 8 Project-Based Voucher (PBV) assistance and authorize submittal to HUD.

SYNOPSIS/BACKGROUND:

The City of Bellevue, as the Responsible Entity for environmental review records (ERR) pursuant to 24 CFR Part 58, reviewed the ERR provided by the Bellevue Housing Authority for The Wilshire Project, a proposed development at 1724 Wilshire Drive which will included Project Based Voucher assistance through HUD. The City verified that the project will have no significant impact on the environment. Following approval of the ERR at the October 6th council meeting, a 7015.15 Request for Release of Funds will need to be executed and submit to HUD.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the 7015.15 Request for Release of Funds form for The Wilshire project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

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

September 16, 2026
City of Bellevue, NE, 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000
These notices shall satisfy two separate but related procedural requirements for activities associated with the proposed provision of Section 8 Project-Based Voucher (PBV) assistance by the Bellevue Housing Authority for eight units within the Wilshire Apartments development. The City of Bellevue is serving as the Responsible Entity for the environmental review pursuant to 24 CFR Part 58.

REQUEST FOR RELEASE OF FUNDS
On or about October 7, 2026, the Bellevue Housing Authority will submit to the U.S. Department of Housing & Urban Development (HUD) an environmental certification and request for release funds associated with the proposed Section 8 Housing Choice Voucher Program – Project-Based Voucher assistance for eight units at Wilshire Apartments.

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

PUBLIC COMMENTS
Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by October 6, 2026, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS
The City of Bellevue certifies to HUD that, Rusty Hike in his capacity as City of Bellevue City Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and permits the Bellevue Housing Authority to proceed with the proposed HUD Project-Based Voucher assistance, subject to applicable program requirements.

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

Request for Release of Funds and Certification

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

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

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

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

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
Section 8 Project Based Vouchers	NE174	

4. OMB Catalog Number(s)	5. Name and address of responsible entity
143.871	City of Bellevue, NE 1500 Wall Street Bellevue, NE 68005
6. For information about this request, contact (name & phone number)	
Carolyn Pospisil	

8. HUD or State Agency and office unit to receive request	7. Name and address of recipient (if different than responsible entity)
Department of Housing & Urban Development Omaha Field Office, 1616 Capital Avenue Suite 329 Omaha, NE 68102	Bellevue Housing Authority 8214 Armstrong Circle Bellevue, NE 68147

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

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
Wilshire Apartments	1724 Wilshire Drive Bellevue, Sarpy County, Nebraska 68005

11. Program Activity/Project Description

New construction and operation of Wilshire Apartments, an 80-unit multifamily rental housing development, including eight units assisted through the Bellevue Housing Authority's Project-Based Voucher program. The project includes construction of the residential buildings and related site improvements, utilities, parking, landscaping, common areas, and infrastructure at 1724 Wilshire Drive, Bellevue, Nebraska 68005.

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

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

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

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

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

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

Address of Certifying Officer

1500 Wall Street
Bellevue, NE 68005

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

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

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Executive Director
	Date signed 10/27/2026

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

CITY OF BELLEVUE
ADMINISTRATION REPORT

October 29, 2026

Administration

Administration

- NC3 project – Lease agreement development with NDRC.
- United Cities weekly meetings.
- Meeting with Mike Kaufman CBRE to discuss South shop and relocation plans.
- Meeting with Legal and HR regarding employment issues.
- Met with Broker for health care plan.
- Quarterly meeting with Dan Hoins on Waste Water Agency.
- Meeting with Bellevue University on a park's initiative.
- PHFADA Board meeting.
- Meeting with individual regarding development on Hwy 34.
- Code Enforcement meeting.
- Meeting with developer at Southroads.
- Meeting with Spectrum.
- Mayors Forum
- Sewer Agency meeting in relation to agreement.
- BPD Retirement meeting
- Meeting with LaPlatte development team.
- Bellevue Housing Authority review.

Permits:

No report

Planning:

- Initiated an RFQ for the zoning ordinance/subdivision regulations update
- Planning Director presented at the Quad State American Planning Association on our Bellevue Papillion Housing Resilience Plan with RDG Consulting
- Continued working with GovWell software to initiate online planning application process
- Staff attended the NPZA fall virtual conference

Finance

Public Works

Library

Police

Fire

The City's Budget for 2026-2027 has budgeted expenditures totaling $215,042,517.15. The property tax levy rate is 0.597785 and is expected to generate total property taxes of $40,421,276.25.

The City currently has $164,860,000 of outstanding debt (bonds).
[The Waterpark portion of the above debt is $99,530,000.]

S&P Global Ratings assigned its 'SP-1+' short-term rating to the City of Bellevue, Nebraska's $40 million series 2026 tax-supported municipal improvement bond anticipation notes (BANs). The proceeds from these notes will be used to finance the Bellevue waterpark).

The City has cash balances totaling $76,535,718.28 at 10/28/2026.

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

Public Works Director's Report

October 28, 2026

Intelligent

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Working with Consultant to develop PW Dept Strategic Plan
- Observing 2026 Projects
- Reviewing and preparing projects for 2026/27 Budget Year
- Coordinating the design of the future Public Works Maintenance Facility
- Reviewing various Traffic and Citizen concerns

Engineering:

- Various project management projects
  - 2026 Concrete Rehab Projects
  - Mission Ave Streetscape Project
  - Haworth Park and Bluff Street Lift Station Project
  - South Sarpy Lift Station/Sewer Project
  - South 36th Street Project
  - Various Traffic Studies
- Planning and P&I plan review as needed
- Projecting 2027 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Beginning Fall Recreation Programs
- Tree Trimming and Removal as Needed
- Concluding Mowing and Spraying Parks

- Adult Volleyball leagues have begun
- Haworth Ballfield Regrading work nearly complete
- Landscape and Sprinkler work nearly complete at AHP
- Transitioning to Fall maintenance season

Street Maintenance:

- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Preparing to begin crack sealing
- Sign and signal repairs
- Concrete repair work
- Street Sweeping

Waste Water:

- Jetting
- Lift station inspections
- Projects let and awarded
    - CIPP Construction Work mostly completed
    - Bluff Street Lift Station complete
    - Haworth Park Lift Station complete
    - Quail Creek Lift Station under construction
- Prevent maintenance on vehicles

Fleet:

- Typical City vehicle maintenance
- PM of Winter Equipment
- Assisting departments in purchasing of Capital funded vehicles
- PM work on mowing equipment and trailers
- Misc. Fabrication projects

Building Maintenance:

- Misc Painting jobs
- Preparing for closeout of restrooms and splashpads
- Transitioning into indoor and winter maintenance work
- Typical maintenance all city facilities
- Winterizing Restrooms and other outdoor facilities

City of Bellevue
Bellevue Public Library
2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

We Influence The World!

Memo

To: **Jim Ristow, City Administrator**

From: **Julie Dinville, Library Director**

Date: **10/28/2026**

- The Bellevue Public Library is participating in the 2026 Library Fall Crawl being sponsored by the Nebraska Regional Library Systems. The Fall Crawl, with over 100 libraries in Nebraska participating, encourages residents to visit libraries within the state, exploring new spaces, attending programs, and discovering the many resources each library has to offer. To take part, patrons can pick up a free Library Fall Crawl Booklet at their library and receive a sticker for each library they visit. Completed passports with at least 10 stamps from different libraries will be entered for prizes sponsored by the Regional Systems. The Fall Crawl is running Sept. 1 through Nov. 30, 2026.

- Despite rainy weather that caused some heavy street flooding, the library distributed 150 plus Henry Doorly & Aquarium passes to patrons in less than an hour on Thursday, Oct. 1. The passes were made available through the generosity of the Henry Doorly Zoo & Aquarium library program. Future distributions should take place on Dec. 1, Feb. 1, and April 1.

- The library's first Tale-or-Treat event on Oct. 17 was a huge success with over 240 children and their families attending. The Children's staff had invited area businesses and organizations to offer Halloween-themed tables for young people to visit from 11 a.m. to 1 p.m. Children could choose a treat or a tale told to them by volunteer storytellers. Costumes were highly encouraged.

- On Oct. 22, youths in grades 1-12 were invited to join Kay Bladwin with the Daughters of the American Revolution (DAR), serving as Junior American Citizen Committee chair, to learn about "Lady Liberty! Learn About a Symbol of Independence: The Statue of Liberty Illuminating the Path to Freedom for 140 years," and how to work on submissions for a special essay contest.

- Due to a lack of quorum, the regular meeting of the Bellevue Public Library Advisory Board was not held in October.

- The Bellevue Tree Board presented a special program on choosing, planting, and caring for trees at the library on Oct. 5. The Board also shared information about their work in the community and efforts they have made over the years.

- The Friends of the Bellevue Public Library held their annual business meeting and program on Sunday, Oct. 18. During the short business meeting, Deb Stortvedt was elected as the new president, and Macayla McIntyre was elected as the new secretary. Julie Dinville, Library Director, gave the program including a book-themed trivia activity, information on book clubs and the library's resources for book clubs, and a preview of some titles being considered for book club kits. The Friends had beautiful fall-themed decorated tables, refreshments, and door prizes for attendees.

BELLEVUE POLICE DEPARTMENT
CHIEF KEN CLARY

1510 WALL ST. BELLEVUE, NE 68005 BELLEVUEPD.COM 402.293.3100

October 27, 2026

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: October 2026 Directors Report

- 10/05-06 – Peace Officers Association of Nebraska Conference
- 10/06 – City Council Meeting
- 10/08 – Code Enforcement Appeal (Knapp)
- 10/08 – Law Enforcement Leadership Meeting – NSP Troop A
- 10/13 – MYC (rescheduled)
- 10/19 – Meeting with Lt.Col. Odom 55th Security Forces
- 10/21 – Police Standards Advisory Council (PSAC) Meeting
- 10/22 – Police Staff and Command panel
- 10/23-26 – International Association of Chiefs of Police Conference
- 10/29 – Papillion PD Open House

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department
Council Report

Report Date 10/25/2026

A. General Items:

- QA/QI
- EMS Training continues with the EMS Captain at the training division
- Meeting next week with UNMC Chest Pain committee
- Meeting next week with Metro Healthcare Coalition.
- Working with Fleet Services fabrications on upgrading fire training props.

B. Training:

- Training with Northern Natural Gas on Oct 27, 28, 29.
- All shifts cycled down to training site to do multi company drills.
- FAE refresher starting next month
- Pediatric Airway Management

C. Inspections , Fire Prevention and Public Education

Plan Reviews and Inspections

- Remodel plan review 2109 Towne Center Dr.
- Plan review 2012 Pratt Ave.
- Remodel plan review 10503 S. 15th St.
- Revision plan review 3651 Cornhusker Rd.
- Revision plan review 8802 S. 36th St.
- Suppression hood plan review.
- Inspection of spill buckets and pump sump installs 1009 Mission Ave.
- Plan review 107 Cunningham Rd.
- Fire alarm plan review 10601 S. 15th St.
- Fire alarm plan review 14829 Normandy BLVD.
- Plan review suppression hood 1103 Galvin Rd.
- Leonard Lawrence FA Acceptance test
- Knights Event Center occupancy recalculation
- 2009 Franklin St Hood Acceptance test
- Thanksgiving Church Reinspection
- S 36th St Neighborhood access Complaint investigation

NEBRASKA
Economic Development
Certified Community

- Duet CO
- CHI Physical Therapy Annual Inspection

Fire Prevention/Public Education:

- 2 Station Tours
- 1 detector battery swap appt.
- 12 school visits/preschool
- 2 community-based rig show and tell visits (including "trunk or treats")
- 1 Dept provided detector installs
- 2 Detector checkup
- 6 Career Fairs
- 1 Birthday Drive-by honk and wave

D. Calls:

Fire –
Rescue –

E. Ambulance Billing

September 1-30-2026

$ 327,381.80 in claims sent to health insurance companies September 1-30, 2026 (375 insurance claims).
<$147,321.81> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of $327,381.80)
==========
$ 180,059.99 the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:
$146,295.40 deposited into the bank September 1-30, 2026
7,154.79 additional revenue in Credit/Debit/HSA card payments
==========
$153,450.19 TOTAL September 1-30, 2026 rescue fee revenue

$391,277.52 This figure represents the total "patient responsibility" balance due, as of 08.31.2026 for the past 30-180 days

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 9/28/2026 through 10/4/2026

Monday	AM	E1, T31	3 Person	
Monday	PM	E1, T31	3 Person	
Tuesday	AM	E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	T31	3 Person	
Wednesday	PM	T31	3 Person	
Thursday	AM	E41, T21	3 Person	
Thursday	PM	Full		
Friday	AM	E1, T21, E41	3 Person	
Friday	PM	E1, T21	3 Person	
Saturday	AM	E1,T31 3 Person	E41 Closed	
Saturday	PM	T31 3 Person	E41 Closed	
Sunday	AM	T21,T31,E41 3 Person	E1 Closed	
Sunday	PM	T31,E41 3 Person	E1 Closed	

Staffing Report from 10/5/2026 through 10/11/2026

Monday	AM	Full		
Monday	PM	T31	3 Person	
Tuesday	AM	E1, E41	3 Person	
Tuesday	PM	E1, E41	3 Person	
Wednesday	AM	T31	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, E41, T31	3 Person	
Thursday	PM	E1, T21, E41	3 Person	
Friday	AM	E1, T21	3 Person	
Friday	PM	E1, T21, E41, T31	3 Person	
Saturday	AM	E41 3 Person	E1,T31 Closed	
Saturday	PM	E1, E41 3 Person	T31 Closed	
Sunday	AM	E1, E41, T21	3 Person	
Sunday	PM	E1, E41, T21	3 Person	

NEBRASKA
Economic Development
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City of Bellevue
Fire Department
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Staffing Report from 10/12/2026 through 10/18/2026

Monday	AM	T31, E41	3 Person T21 Closed	
Monday	PM	E1, T21,T31, E41	3 Person	
Tuesday	AM	E1, T21,T31, E41	3 Person	
Tuesday	PM	E1, E31	3 Person	
Wednesday	AM	E1	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1,T21,T31,E41	3 Person	
Thursday	PM	T21,T31,E41	3 Person	
Friday	AM	E31	3 Person	
Friday	PM	Full		
Saturday	AM	E1,T31 3 Person	E41 Closed	
Saturday	PM	T31 3 Person	E41 Closed	
Sunday	AM	E1, T21,T31, E41	3 Person	
Sunday	PM	T21	3 Person	

Staffing Report from 10/19/2026 through 10/25/2026

Monday	AM	E1, T21	3 Person	
Monday	PM	T21	3 Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E41	3 Person	
Thursday	PM	E1	3 Person	
Friday	AM	T21,T31, E41	3 Person	
Friday	PM	E1, T21,T31, E41	3 Person	
Saturday	AM	E1, T21,T31, E41	3 Person	
Saturday	PM	T31	3 Person	
Sunday	AM	E1, E41	3 Person	
Sunday	PM	E41	3 Person	

NEBRASKA
Economic Development
Certified Community