

Bellevue City Council Meeting ++Amended Agenda++

Tuesday, March 18, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda
 1. * Acknowledge receipt of February 11, 2025 Tree Board Minutes.
 2. * Acknowledge receipt of the February 27, 2025 Planning Commission Minutes.
 3. * Approval of the March 4, 2025 Board of Equalization (BOE) minutes.
 4. * Approval of the March 4, 2025 City Council Minutes.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4179: Request to rezone Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast 1/4 of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to MU for the purpose of a mixed-use entertainment district. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive. (Planning Director)
 1. Request to preliminary plat Lots 1 through 5, Bellevue Entertainment District. **(No Action Required)**
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4181: Request to rezone Lots 1 and 2, Kennedy Town Center Replat Eight , being a plat of Lot 72, Kennedy Town Center and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval of Lot 2, Kennedy Towne Center Replat Eight, for the purpose of an automobile dealership. Applicant: Oxus, LLC. General Location: South 22nd Street and Kennedy Avenue. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, May 31, 2025 to September 20, 2025 (except for the weekend of Arrows to Aerospace 2025, if held) from 7:00 a.m. to 1:30 p.m. and to waive the event fees. (City Clerk)
 - b. Recommend approval of event application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m.; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m.; Saturday, June 7, 2025; from 4:00 p.m. to 1:00 a.m. and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. (City Clerk)
 1. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License application from Midlands Community

Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m. on Saturday, June 7, 2025; Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m. on Sunday, June 8, 2025; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. (City Clerk)

c. Show Cause Hearing on the Proposed Emergency Condemnation at 4902/4906 Robin Drive, Bellevue 68157. (Chief Building Inspector)

1. Resolution No. 2025-06: Condemning the structure(s) located at 4902/4906 Robin Drive, Bellevue, 68157 and authorize the Mayor to sign.

15. RESOLUTIONS:

a. Resolution No. 2025-04: Approval of the Bellevue Bicycle Club to hold the annual "Ride of Silence" Special Event on May 21, 2025, from approximately 6:30 p.m. until 9:00 p.m. and to authorize the Mayor to sign. (City Clerk) **(Public Hearing Required)**

b. Resolution No. 2025-05: A resolution authorizing the Mayor to sign the Construction Engineering Services Supplement Agreement with Olsson and the Nebraska Department of Transportation, in an amount not to exceed \$3,030.00. (Public Works Director)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the contract with McGill Restoration for brick exterior tuck point restoration at 1510 Wall Street, in an amount not to exceed \$36,900.00. (Public Works Director)

b. Approve and authorize the Mayor to sign the agreement with Schemmer Associates for Professional Construction Engineering Services for the 2025 Concrete Projects - Pkg #1, in an amount not to exceed \$167,325.00. (Public Works Director)

c. Approve and authorize the Mayor to sign the Supplement No. 2 Agreement with Benesch for Mission Avenue Streetscape Reconstruction, in an amount not to exceed \$198,342.00 (Public Works Director)

d. Approve and authorize the Mayor to sign the agreement with Jacobs Engineering Group Inc. for engineering services for Quail Creek - Outlot, Twin Creek Drive, in an amount not to exceed \$571,803.00. (Public Works Director)

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

18. CLOSED SESSION:

19. ADJOURNMENT

*5b1.
3/18/2025



City of Bellevue
Tree Board minutes

February 11, 2025

Attendance - Tom Mruz, Don Preister, Nancy Scott, and Deborah Woracek were present. Scott Evans and Jo Langabee were excused. Kathy Radosta and Rob Clatterbuck were absent. Tom Mruz, Vice President presided.

Volunteer hours and miles - Deborah had a hard copy of the hours and miles file available for people to update their contributions. She reminded all that she will add the hours and miles for today's meeting.

Minutes of the previous meeting - Tom asked about the January's minutes. Nancy Scott made a motion to approve the minutes of the Jan. 14, 2025, meeting. Don Preister seconded the motion. All present approved the motion. Don requested an email be sent to the other Board members for their input. **Deborah will send the email to the other board members this afternoon for approval or not. Deborah will then send them to the City of Bellevue to be filed.**

Parks Report: Jim Shada

Deborah announced that Jim Shada had emailed her and Nancy this morning with his park report. She read a copy of what the parks staff have been doing this winter. It included the following: "Tree trimming in various parks, Stump removal (62), Lawn mower preparation for the mowing season, tree removal in Everett Park for site preparation for new Pickleball Courts".

Don requested **Deborah email Jim to ask if the 62 stumps were from current tree removals or from past tree removals. Also, which parks beside Everett have had trees removed and are there any other tree removals pending?**

Jim responded that stump removal was done at 16 different parks. They were Aspen, Banner, Falkland, Swanson, Sunrise, Willow Springs, Lookingglass, Blackhawk, Oakhurst, Everett, Twin Ridge 2, Cascio, and Goldenrod. All trees have been removed over the last 3 years. **Deborah forwarded Jim's response to the Board members by email on the afternoon of Feb.11.**

Old Business:

Year End Report presentation – Our Year End Report to the City Council will occur at the Tuesday, March 4, 2025, meeting at 6pm. Don announced that Nancy has set up a PowerPoint of photos for the report. **Don will see that Phil Davidson has it ahead of time for us. Nancy will read the report and show the presentation at that time.** Don then thanked Nancy for all her hard work organizing the photos. **Don urged all members to plan on coming to the City Council meeting to show support for the Board and for Nancy.**

Arbor Day – Tom asked if anyone has suggestions for which schools to plant trees at. Don reported that he has tentative agreements to plant at Pawnee Elementary and possibly at St. Bernadette's. He also announced that Green Bellevue will supply the trees for the schools. Tom has some mulch for the plantings but he thinks we will need more than he has at this time. **Plans will be finalized at the March board meeting.**

Earth Day – Tom asked if dates for Earth Day celebrations had been decided. Don announced that Green Bellevue will hold an Earth Day event on Sunday, April 13 with set up at 11am and the event from 12-3pm. We will host a table about trees at this event. Also, Omaha's celebration will be in Elmwood Park on Saturday, April 26 running from 10-4 pm. The Tree Board will have a table with Green Bellevue in Elmwood Park for the event. Don asked about information to give away. Deborah reminded all that the backpack with the banners and handouts was given to Jo for safekeeping. **We will need to go through the previous handouts to see if they are still suitable for these events. Plans will be finalized for both Earth Day events at the March meeting.**

Tree Festival Work – Don said he drove by Banner Park and the Hawkins construction equipment looked like it was starting to be removed. He thinks their work might be ending soon. Don reported that he told the City Council that we hope to have a tree give away this year, the planned Heroes Memorial Forest with 50 new trees added and also he hopes the park will be available for a tree festival. Don explained that he needs to show the 25 young trees that we previously planted there to Jim Shada and would suggest to him we could add memorial names to those to facilitate less fund-raising needed for the Memorial Forest. Don brought up the idea that we could still have the tree give away if we don't have the festival. We might try to do this in September. Nancy reminded all that this would be a great educational opportunity.

Nancy spoke to the owner of a local nursery at the Nebraska Nursery Association meeting on Jan.30 and Jan. 31 about our events.

Nancy asked if the members had received the email about the State-wide Arboretum grants that are available as a possible way to raise the funds needed. After a discussion, it was decided that Green Bellevue, City of Bellevue, AND the tree board could apply for one or possibly 3 grants. **Don asked Nancy to send an email to the Arboretum about the parameters of the grants. He stressed that we need to include after-care for any new plantings.** Nancy said we should assume that we will have the festival and the tree giveaway. A discussion on what is needed to apply for the grants followed. It will be discussed further at the March meeting.

New Business – Tom reported some trees on the Bellevue West High School campus are dying and need work. Nancy would like to offer another tree trimming workshop in American Heros Park as a volunteer offered his squadron volunteers to help with that or with city gardens spring clean-up. After discussing the availability of tools, etc., it was decided that this year we would ask for their help with spring cleanups and maybe for the festival or tree give away as we don't have enough time to facilitate a tree pruning workshop for spring before the leaves open. **This was tabled for possibly next year.**

Roles of Board members – Deborah had hard copies for all to take home to review and make changes or additions to them. **She will email copies to the members who were not at the meeting. The suggestions should be brought to the March meeting for discussion.** Tom and Don reminded us that we all should be thinking of possible new tree board members to fulfill these roles.

There being no further business, Nancy and Don moved and seconded that we adjourn the meeting. All present approved. Our next meeting will be on March 11, 2025, at 9am.

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

Tentative Agenda for March 11, 2025

Attendance

Minutes

Parks Report: Jim Shada

Old Business:

Year End Report update

Arbor Day

Earth Day

Tree Festival/Tree Giveaway

Roles

New Business

MINUTE RECORD

Bellevue Planning Commission Meeting, February 27, 2025, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, February 27, 2025, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Aerni, Sims, Taylor-Jones, Hankins, Yoder, Ackley, and Perrin. Absent were Commissioners Lasenburg and Bennett. Also present was Tammi Palm, Planning Director, and Angela Curry Assistant Planning Manager.

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

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

Motion was made by Taylor-Jones, seconded by Aerni, to approve the minutes of the January 23, 2025, regular meeting as presented. Upon roll call, Aerni, Sims, Taylor-Jones, Hankins, Yoder, and Perrin voted yes, Ackley abstained. Motion carried.

Hankins asked if there were any updates or additions to staff reports. Palm stated she had received an email from Diane Bruce, President of the Bellevue Chamber of Commerce, in support for Agenda Item 3.a., the Bellevue Entertainment District. She said Commissioners received a copy of the email and a copy was placed on the table for public viewing.

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

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 thru 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to MU for the purpose of a mixed-use entertainment district; and preliminary plat Lots 1 through 5, Bellevue Entertainment District. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive. Case #'s: Z-2501-01, S-2501-03.

Hankins asked staff for updates. Palm stated the email of support previously mentioned from the Bellevue Chamber of Commerce is the only update.

Palm stated since the City of Bellevue is the applicant, she would provide a summary and overview of the request. Palm noted Mr. David Goedeken, Public Works Director, was present to answer questions regarding the engineering of the project. She said the request is for a five-lot subdivision which encompasses property the city currently owns. Palm stated the property is at the northwest corner of Hwy 75 and Hidden Valley Drive. Palm stated the request is being done to facilitate the upcoming construction of the water park. Palm said the request for zoning change is from AG (Agricultural District) to MU (Mixed-Use District). She said the purpose of the MU district is to allow for a variety of uses which can combine office, retail, commercial, civic, and residential uses. Palm stated with the final plat (which will be forth coming) there will be a mixed-use agreement which will facilitate the site plan approval of the site so there is no site plan approval request at this time. She said access to the property will be from south 10th Street. Part of South 10th Street will be vacated and re-aligned with the project as shown on the plat. Palm stated a traffic study has been completed for the area by FHU (Felsburg, Holt & Ullevig) and the city has been coordinating and in communication with NDOT (Nebraska Department of Transportation) and with Sarpy County officials as it pertains to the Platteview Road Expressway project. She said improvements to the area such as traffic signals and additional turn lanes will be done to facilitate the entertainment district development. Palm stated the city is contracting with Olsson Associates for engineering and planning design. She said a master plan draft of the development was provided to the Commission. Palm stated the plan is a draft and not the final product, at such time the draft is final it will be presented to the Planning Commission and City Council.

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

Ackley question if a separate action would need to be taken to vacate the portion of 10th Street or does the plat accomplish that. Palm stated that would need to be a separate action with NDOT. She stated the preliminary plat and rezoning request is being done at this time to stay on target with the

MINUTE RECORD

Bellevue Planning Commission Meeting, February 27, 2025, Page 2

construction schedule plans. She said grading is scheduled to begin in the next few weeks.

MOTION was made by Aerni, seconded by Sims, to recommend APPROVAL of a request to rezone Lots 1 thru 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to MU for the purpose of a mixed-use entertainment district; and preliminary plat Lots 1 through 5, Bellevue Entertainment District. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive. Case #'s: Z-2501-01, S-2501-03. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on March 18, 2025.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval for Lot 2, Kennedy Town Center Replat Eight, for the purpose of an automobile dealership; and small subdivision plat Lots 1 and 2, Kennedy Town Center Replat Eight. Applicant: Oxus, LLC. General Location: S. 22nd Street and Kennedy Avenue. Case #'s: Z-2412-12, S-2412-21.

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

Palm stated the request is for a small subdivision plat and a change of zone to facilitate an automotive dealership. She said the two zoning designations will not change, as the site is currently zoned BG (General Business) and BGH (Heavy General Business) with a PCO (Planned Center Overlay). Palm stated the property line will change so the applicant will have a BGH-PCO zone to facilitate the auto dealership and the next applicant on the agenda will maintain a BG-PCO zone to facilitate their proposed retail store. She said there is one technical deficiency listed in the staff report that has to do with minor landscaping and the applicant is working on correcting that. Palm stated the technical deficiency should be completed prior to the request moving forward to City Council.

Harvey Parviz Atamov, 6115 L Street, Omaha, NE, stated he was the owner of the lots and he wanted to thank the Planning Department for their guidance throughout the project. He said he plans on constructing a car dealership on Lot 2. Atamov stated he is committed to investing five million dollars to develop the project. He said his general contractor and engineer were also present to answer any questions regarding the project.

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

Ackley inquired if the lot would be new or used vehicle sales. Atamov stated it would be used car sales.

Ackley asked staff if the minor lot line adjustment was to allow for the entry road to align with the current road. Palm stated yes, and also stated there is a regional detention basin that was constructed with the original SID (Sanitary Improvement District) so that has provided some unique challenges for the applicant.

MOTION was made by Ackley, seconded by Yoder, to recommend APPROVAL of a request to rezone Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval for Lot 2, Kennedy Town Center Replat Eight, for the purpose of an automobile dealership; and small subdivision plat Lots 1 and 2, Kennedy Town Center Replat Eight. Applicant: Oxus, LLC. General Location: S. 22nd Street and Kennedy Avenue. Case #'s: Z-2412-12, S-2412-21. APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance and Comprehensive Plan, subject to the completion of the technical deficiency. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on April 1, 2025.

MINUTE RECORD

Bellevue Planning Commission Meeting, February 27, 2025, Page 3

PUBLIC HEARING was held on a request for site plan approval for Lot 1 Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, for the purpose of an auto parts retail store, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M. Applicant: Zaremba Group, LLC. General Location: S. 22nd Street and Kennedy Avenue. Case #: Z-2412-13.

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

Palm stated the request is for site plan approval for an AutoZone Auto Parts store. She said staff has reviewed the preliminary grading, drainage, and landscape plan and has found everything to be in conformance. Palm stated staff is recommending approval based on conformance with Zoning Ordinance, Comprehensive Plan, and compatibility with the surrounding neighborhood.

Mark Zawadski, 14600 Detroit Avenue, Suite 1500, Lakewood, OH, was present on behalf of the applicant. He stated Zaremba Group is proposing to develop an AutoZone retail parts store. Zawadski stated the store will be about seven thousand square feet with thirty parking spaces. He said there will be one access point from South 22nd Street and onsite stormwater management control. Zawadski stated the project will be constructing a sidewalk along South 22nd Street.

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

Yoder questioned if the landscaping along Chandler was required to be installed. Palm stated yes, any landscaping shown on the site plan must be installed as part of the building permit.

MOTION was made by Taylor-Jones, seconded by Aerni, to recommend APPROVAL of a request for site plan approval for Lot 1 Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, for the purpose of an auto parts retail store, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M. Applicant: Zaremba Group, LLC. General Location: S. 22nd Street and Kennedy Avenue. Case #: Z-2412-13. APPROVAL based upon compatibility with the surrounding neighborhood, 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 April 1, 2025.

Meeting adjourned at 6:26 p.m.



Dianna Van Horn
Planning Secretary

BOARD OF EQUALIZATION MINUTE RECORD

*5b3.
3/18/2025

Board of Equalization Meeting, March 4, 2025

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 4th day of March 2025. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Julie Collins, and Jerry McCaw; Absent: Thomas Burns.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, and posting in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

Open Meetings Act

Mayor Rusty Hike announced that a copy of the Open Meetings Act is posted on the rear wall in the City Council Chambers.

Approval of the Agenda

Motion was made by Casey, seconded by Welch, to approve the agenda.

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

Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

Mr. Jonathon Street, 603 W. 14th Avenue, spoke in opposition to the proposed lien on his property. He stated he had done all the work. When he got the citation, he said he mowed and divided the lumber into piles, one with chopped wood for fireplaces and the other which was to be disposed of. Mr. Street said he hadn't received any further notification so he felt it was done.

Mr. Trigg Wold, Code Enforcement Officer, presented a timeline of when Code Enforcement was at the property. The pictures are from the time the violation was given, to the time cleanup was completed by the city. Mr. Joey Bockman, Code Enforcement Supervisor, gave a description of the process from the time the violation is given, up until the Board of Equalization meeting. He also stated that if a property owner contacts them, Code Enforcement usually tries to work with property owners. Discussion ensued.

Mr. Michael Preston, 3302 Daniell Street, also spoke in opposition to the proposed lien on his property. He stated Code had come out to the property and explained to him he had some dead and dangerous trees in his yard. A storm had come through, which knocked some of the branches out. Code Enforcement revisited the property and pointed out some branches and/or limbs still needing to be taken down. After the second visit, another storm came through and most of those branches/limbs fell as well. After that a crew was hired, by the city, to take care of the branches and limbs that were stated to be in violation. Mr. Preston's stated the reason he is opposing this violation is because he didn't feel the work needed to be done.

Mr. Darryl Kuhlman, Code Enforcement Officer, presented a timeline of when Code Enforcement was at the property. He presented pictures from the time the violation was given, to the time work was completed by a crew the city hired. He stated on his first visit he knocked on the door, but no one was home, so he left the notice on the door. There was no contact with property owner. On his second visit, none of the work was done, so he sent out a first-class notice. When he followed up again, he did have contact with Mr. Preston. He said if the work wasn't completed, he would have to start getting bids for work to be done. Mr. Kuhlman stated he tried to make contact with Mr. Preston and there was no answer. He left a message stating the work was going to be performed. Discussion ensued.

Mayor Hike stated a couple of letters of opposition were received by the City Clerk and will be made part of these minutes.

Mr. Joey Bockman stated he is requesting to hold over the Harrison Property at 3605 Harrison Street until next BOE hearing. The reason for the request is because there are going to be more charges. Code Enforcement feels it is best to capture all the charges into one lien.

The City Clerk stated Council should have a copy of letters in front of them. On the second letter, Mr. Wold and Mr. Bockman stated this charge is for the third mowing. It was also stated that they get complaints on these. Mr. Wold stated he has visited with property owner in years past and it is also property the city must mow quite often. Mr. Bockman stated this is a main in and out to a housing addition so they get many calls on these lots. Discussion ensued.

BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, March 4, 2025

Councilman Preister stated he understands why some want to waive charges due to one reason or another but he feels it's hard to waive some and not others. Councilman Casey stated if Council wishes, they could only charge what the city paid. Mr. Ristow stated the city intentionally raised prices because they are not into the business of mowing grass. The price change cut activity by a lot. Mr. Bockman stated it is up to the City Council but we need to remember the city does not want to be a mowing service. Mr. Preister stated the reason we raised fees also was to recoup some of the costs associated with doing all the work. Mr. Bockman stated with all the work involved the city is not making any money on these charges.

With no one else coming forward to speak, Mayor Hike declared the public hearing closed.

Resolution BOE No. 2025-0304-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Mayor Hike asked for a motion on Resolution BOE No. 2025-0304-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Preister, seconded by McCaw, to approve BOE Resolution No. 2025-0304-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Preister, seconded by Welch, to amend BOE Resolution No. 2025-0304-01 by removing the property at 3605 Harrison Street and to carry over to the next BOE meeting. Roll call vote was as follows: Welch, Preister, Casey, Collins and McCaw voted yes; voting no: none; Absent: Burns. Motion carried.

Roll call vote to approve BOE Resolution No. 2025-0304-01 as amended was as follows: Welch, Preister, Casey, Collins and McCaw voted yes; voting no: none; Absent: Burns. Motion carried.

Adjournment

There being no further business to come before the Board, on motion made by Casey, seconded by McCaw 5:49 p.m., the meeting adjourned. Roll call vote was as follows: Welch, Preister, Casey, Collins and McCaw voted yes; voting no: none; Absent: Burns. 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 Mayor and Council on March 4, 2025; that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at www.bellevue.net. Minutes are subject to change upon City Council approval of the meeting minutes.

MINUTE RECORD

*5b4.
3/18/2025

Bellevue City Council Meeting, March 4, 2025, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the February 18, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw.

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

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, 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 the Pledge of Allegiance.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on the rear wall of the City Council Chambers.

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following item: Approval of the February 18, 2025 City Council Minutes. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF CLAIMS:

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

SPECIAL PRESENTATIONS:

Opioid Fund, Crisis Response Program (Emily Boardman, Heartland Family Services)

Ms. Emily Boardman and Mr. Brenton Donaldson, Heartland Family Services, spoke on behalf of the Crisis Response Program and ASAP Case Management Program.

Presentation from Omaha Bryan FFA

Ms. Taylor Wilton-Cooper, Mr. Albert Rodriquez Nunez, Mr. Sergio Veles Jr., and Mr. Bryan Lara-Camacho from Omaha Bryan High School spoke on agricultural issues and urban expansion.

Grow Sarpy Update - Lisa Scheve, Executive Director Grow Sarpy.

Mrs. Lisa Scheve, Executive Director Grow Sarpy, provided the Grow Sarpy Update.

Presentation on 2024 Tree Board Report. (Councilman Preister)

Ms. Nancy Scott provided a presentation on the 2024 Tree Board Report.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Araceli Hernandez as manager for Aldi Inc. dba Aldi 40 located at 2112 Cornhusker Road Bellevue, NE 68123. (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

MINUTE RECORD

Bellevue City Council Meeting, March 4, 2025, Page 2

Motion was made by Casey, seconded by Preister, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Araceli Hernandez as manager for Aldi Inc. dba Aldi 40 located at 2112 Cornhusker Road Bellevue, NE 68123. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4176: Request to rezone Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition and Part of the Northeast ¼ of the Southwest 1/4 north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development. Applicant: Quail Crossing, LLC. General location: South 42nd Street and Hwy 370. (Planning Department)

Ordinance No. 4176: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about South 42nd Street and Hwy 370, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Welch, seconded by Collins, to approve Ordinance No. 4176: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about South 42nd Street and Hwy 370, more particularly described in Section 1 of the ordinance and to provide an effective date. Applicant: Quail Crossing, LLC. General location: South 42nd Street and Hwy 370. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Request to Preliminary Plat Lots 1 through 6, and Outlots A and B, Quail Crossing.

Motion was made by Welch, seconded by Collins, to approve a request to Preliminary Plat Lots 1 through 6, and Outlots A and B, Quail Crossing. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4178: An ordinance to vacate all the right-of-way within limits of Lot 7, Tregaron Centre, a platted and recorded addition to Sarpy County, Nebraska. (Public Works Director)
(Staff requests the third reading be waived and to vote after the public hearing tonight)

Ordinance No. 4178: An ordinance declaring the necessity, expediency and propriety of vacating a portion of Lot 7, Tregaron Towne Center right-of-way, a calculated area of 17,067.51 square feet or 0.392 acres more or less, adjoining a portion of Lot 7, Tregaron Towne Center, an addition as surveyed, platted and recorded in Sarpy County, Nebraska. Not heretofore vacated, repealing all ordinances and all parts of ordinances in conflict herewith and designating an effective date was read for the second time.

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

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

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by Collins, to approve Ordinance No. 4178: An ordinance declaring the necessity, expediency and propriety of vacating a portion of Lot 7, Tregaron Towne Center right-of-way, a calculated area of 17,067.51 square feet or 0.392 acres more or less, adjoining a portion of Lot 7, Tregaron Towne Center, an addition as surveyed, platted and recorded in Sarpy County, Nebraska. Not heretofore vacated, repealing all ordinances and all parts of ordinances in conflict herewith and designating an effective date. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4179: Request to rezone Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast 1/4 of

MINUTE RECORD

Bellevue City Council Meeting, March 4, 2025, Page 3

Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to MU for the purpose of a mixed-use entertainment district. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive. (Planning Director)

Ordinance No. 4179: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4136 by changing the zone classification of land located at or about the Northwest Corner of Hwy 75 and Hidden Valley Drive, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on March 18, 2025.

Ordinance No. 4180: An ordinance to amend the 2021 Uniform Plumbing Code (UPC). (Chief Building Official) (Staff requests the three readings be waived, hold a public hearing at tonight's meeting and to vote tonight after public hearing)

Ordinance No. 4180: An ordinance to amend Sections 27-87 of Chapter 27 of the Bellevue City Code pertaining to changes and amendments to the Uniform Plumbing Code, 2021 Edition; to repeal Section 27-87 of Chapter 27 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance by pamphlet; and to provide for the effective date of this ordinance was read by title only.

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

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by Collins, to approve Ordinance No. 4180: An ordinance to amend Sections 27-87 of Chapter 27 of the Bellevue City Code pertaining to changes and amendments to the Uniform Plumbing Code, 2021 Edition; to repeal Section 27-87 of Chapter 27 of the Bellevue City Code as heretofore existing; to provide for the publication of this ordinance by pamphlet; and to provide for the effective date of this ordinance. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS: NONE

CURRENT BUSINESS:

Recommend approval of the Douglas Sarpy Mutual Aid Interlocal Agreement and authorize Mayor to sign. (Assistant Police Chief)

Motion was made by Collins, seconded by Welch, to recommend approval of the Douglas Sarpy Mutual Aid Interlocal Agreement and authorize Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Notice of Award and Contract with Crow Lawn Care LLC for parks mowing, in an amount not to exceed \$35,078.40. (Public Works Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the Notice of Award and Contract with Crow Lawn Care LLC for parks mowing, in an amount not to exceed \$35,078.40. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Notice of Award and Contract with Crow Lawn Care LLC for right-of-way mowing, in an amount not to exceed \$123,192.00. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Notice of Award and Contract with Crow Lawn Care LLC for right-of-way mowing, in an amount not to exceed \$123,192.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve purchase of (2) Muni-body axle dump trucks with plows and hydraulics from Cornhusker International Trucks for street department, in an amount not to exceed \$521,600.00 and authorize the Mayor to sign. (Public Works Director)

MINUTE RECORD

Bellevue City Council Meeting, March 4, 2025, Page 4

Motion was made by Preister, seconded by Casey, to approve purchase of (2) Muni-body axle dump trucks with plows and hydraulics from Cornhusker International Trucks for street department, in an amount not to exceed \$521,600.00 and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve purchase of an Aerial Lift Truck from Aspen Equipment, in an amount not to exceed \$205,340.00 and authorize the Mayor to sign. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve purchase of an Aerial Lift Truck from Aspen Equipment, in an amount not to exceed \$205,340.00 and authorize the Mayor to sign.

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

Approve and authorize the Mayor to sign an agreement with HGM Associates for Aspen Pool Demolition, in an amount not to exceed \$11,975.00. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign an agreement with HGM Associates for Aspen Pool Demolition, in an amount not to exceed \$11,975.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the agreement with HGM Associates for the resurfacing of the library parking lot, in an amount not to exceed \$32,155.00. (Public Works Director)

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the agreement with HGM Associates for the resurfacing of the library parking lot, in an amount not to exceed \$32,155.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Notice of Award and Agreement with SAK Construction for the Olde Towne Cured-in-Place-Pipe (CIPP) Rehabilitation Package, in an amount not to exceed \$822,795.00. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Notice of Award and Agreement with SAK Construction for the Olde Towne Cured-in-Place-Pipe (CIPP) Rehabilitation Package, in an amount not to exceed \$822,795.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Entertainment District Master Agreement Work Order #3 with Olsson, in an amount not to exceed \$93,550.00. (Public Works Director)

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Entertainment District Master Agreement Work Order #3 with Olsson, in an amount not to exceed \$93,550.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Nebraska Environmental Trust Grant Contract for \$300,000.00, for the Whitted Creek Rehabilitation Project - 25th Street - Lynnwood to Blackhawk. (Public Works Director)

Motion was made by Welch, seconded by Preister, to approve and authorize the Mayor to sign the Nebraska Environmental Trust Grant Contract for \$300,000.00, for the Whitted Creek Rehabilitation Project - 25th Street - Lynnwood to Blackhawk. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Recommendation to approve the additional services requested by Holland Bashum Associates to complete the design for the Bellevue Bay Indoor Water Park, in an amount not to exceed \$148,790.00. (Economic & Community Development Director)

Motion was made by Casey, seconded by Collins, to approve the additional services requested by Holland Bashum Associates to complete the design for the Bellevue Bay Indoor Water Park, in an amount not to exceed \$148,790.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (February report will be attached to the March 4th Council packet)

CLOSED SESSION: NONE

ADJOURNMENT

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Bellevue City Council Meeting, March 4, 2025, Page 5

There being no further business to come before the Council at this time, on motion by Preister, seconded by Welch, the meeting was adjourned at 7:07 p.m.

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

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on March 4, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

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CLAIMS FOR 2025/03/18

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MAYOR

FLYOVER FINTECH	PC-CREDIT FOR FLYOVER	(100.00)
METROPOLITAN AREA PLANNING	PC-REGISTRATION-MAYOR	15.00
OMAHA WORLD-HERALD	2025/03/01-2026/02/28 RENEW SUBSCRIPTION	552.99
SARPY COUNTY TIMES	2025/03/01-2026/02/28 RENEW SUBSCRIPTION	136.99
		<u>\$ 604.98</u>

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	2025/01/20-02/19 COPIER EXPENSE	149.71
CASEY'S GENERAL STORE	PC-FUEL FOR ADMIN CAR	43.01
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	32.01
INT'L CONFERENCE OF SHOPPING	PC-ICSC CONFERENCE, LAS VEGAS-H JOHNSON	3,300.00
NEW DAY COFFEE & SMOOTHIE	PC-NDEE MEETING	37.28
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	29.38
WSJ/BARRONS SUBSCRIPTION	PC-2024/12/18 WSJ SUBSCRIPTION	51.35
WSJ/BARRONS SUBSCRIPTION	PC-2024/11/20 WJS SUBSCRIPTION	51.35
		<u>\$ 3,694.09</u>

CITY COUNCIL

MIDLANDS PRINTING	BUSINESS CARDS-COLLINS	120.15
SMITH DAVIS INSURANCE INC	2024/12/31-2026/12/31 SURETY BOND-COLLINS	185.00
		<u>\$ 305.15</u>

LEGAL

AIMEE BATAILLON	REIMB MILEAGE AND PARKING FOR CONFERENCE	165.30
AMAZON.COM, LLC	PC-SMART TV	221.69
CLERK OF THE SUPREME COURT	PC-2025/01/01-12/31 MEMBERSHIP DUES-A BATAILLON, WILLIS	196.00
DANIEL WILLIS	REIMB MILEAGE AND PARKING FOR CONFERENCE	165.30
DVORAK LAW GROUP	PROFESSIONAL SERVICES THRU 2024/12/31	2,977.50
DVORAK LAW GROUP	2025/01/15-01/20 PROFESSIONAL SERVICES	295.00
KUTAK ROCK, LLP	2024/12/30 PROFESSIONAL LEGAL FEES	963.00
KUTAK ROCK, LLP	2025/01/17 PROFESSIONAL SERVICES	152.00
NEBRASKA STATE BAR ASSOCIATION	PC-2025/01/01-12/31 MEMBERSHIP DUES-A BATAILLON, WILLIS	575.00
NEBRASKA.GOV	PC-CASE LISTING FEE	87.00
OMAHA BAR ASSOCIATION	PC-2025/01/01-12/31 MEMBERSHIP-WILLIS	200.00
SARPY COUNTY COURT	CLAIM 631 CR 24 5778 FEE	17.00
TAHNEE C KING	REIMB MILEAGE AND PARKING FOR CONFERENCE	171.30
THOMSON REUTERS - WEST	PC-2024/12/31M ON-LINE SOFTWARE	471.24
THOMSON REUTERS - WEST	PC-2024/11/30M ON-LINE SOFTWARESUBSCRIPTION	471.24
		<u>\$ 7,128.57</u>

CABLE ADVISORY

AMAZON.COM, LLC	PC-CALENDARS	15.98
AVI SYSTEMS	2025/03/01-2026/02/28 AVI SERVICE CONTRACT	15,905.00
AVI SYSTEMS	EQUIPMENT, SUPPORT	4,565.87
COX BUSINESS SERVICES	2025/02/19-03/18 MONTHLY SERVICE	9.04
		<u>\$ 20,495.89</u>

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	2025/01/26-02/25 COPIER EXPENSE	139.15
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	16.00
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	2,137.75
SHIRLEY HARBIN	REIMB MILEAGE FOR SEACA MEETING	16.80
		<u>\$ 2,309.70</u>

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-OFFICE, BATTERY BOOSTER CABLE	1,064.09
CAPITAL BUSINESS SYSTEMS, INC	2025/01/25-02/20 COPIER EXPENSE	261.13
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	16.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00

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FINANCE/RISK MANAGEMENT (cont'd)

JASON TORDOFF	REIMB MILEAGE AND PARKING FOR CONFERENCE	175.46
QUADIANT, INC	PC-2024/12/08-2025/12/07 POSTAGE METER RENTAL-1500 WALL ST	444.00
QUADIANT, INC	PC-2024/12/08-2025/12/07 POSTAGE METER RENTAL-1510 WALL ST	480.00
RED WING BUSINESS ADVANTAGE	SAFETY SHOES-RUSH, ADOLPHUS	188.99
RICH SEVERSON	REIMB MILEAGE FOR CONFERENCE	149.80
		<u>\$ 2,809.47</u>

LIBRARY

ABE BOOKS	PC-BOOKS	30.72
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, BOOKS, VIDEOS, PROGRAM SUPPLIES,	5,954.03
BAKER & TAYLOR, LLC	VOX AUDIO BOOKS	105.90
BAKERS BELLEVUE	PC-PROGRAM SUPPLIES	16.99
CAPITAL BUSINESS SYSTEMS, INC	2025/01/31-02/27 COPIER EXPENSE	145.83
CENGAGE LEARNING, INC	BOOKS	27.99
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	290.22
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	48.01
CLOISONNEKIT	PC-PROGRAM SUPPLIES	46.99
COLUMN SOFTWARE, PBC	PC-LEGAL AD	18.54
DEMCO	GLASS DOOR BOOKCASE	2,740.84
INGRAM LIBRARY SERVICES	BOOKS	1,299.48
MARCO'S PIZZA	PC-PIZZAS FOR PROGRAMS	136.14
MATRIX BUSINESS SYSTEMS INC	2025/01/31-02/28 COPIER EXPENSE	15.31
MENARDS	PC-PROGRAM SUPPLIES	147.52
ORIENTAL TRADING COMPANY	PC-PROGRAM SUPPLIES	26.95
RUFF WATERS	2025/02/28M AQUARIUM MAINTENANCE	335.99
SCOTT WELCH	2025/03/31M WEB HOSTING & SUPPORT	125.00
SIRSI CORPORATION	2025/04/01-2026/03/31 SIRSIDYNIX ANNUAL SUBSCRIPTION	21,727.42
SIRSI CORPORATION	AUTO RENEWAL PROJECT MANAGEMENT	700.00
SPRINGSHARE, LLC	2025/01/01-12/31 LIBCAL SOFTWARE	1,741.00
VERIZON WIRELESS	2025/02/17-03/16 MONTHLY SERVICE	120.03
WALMART SUPERCENTER	PC-PROGRAM SUPPLIES	200.79
		<u>\$ 36,001.69</u>

ADMINISTRATIVE SERVICES/PERSONNEL

ALERE ESCREEN, INC	DOT FMCSA STANDALONE POOL-ABBOTT	300.00
AMAZON.COM, LLC	PC-CHRISTMAS PRIZES-FROM DONATIONS	818.47
CAKE EXPRESSIONS	PC-SWEARING IN NEW COUNCIL MEMBER	75.00
CANTH AWARDS	PC-RETIREMENT CLOCK-J DIXON, COOK	154.00
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	16.00
DOLLAR TREE	PC-HOLIDAY SUPPLIES	16.05
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2025/01/22-02/20 MONTHLY SERVICE	249.11
ONE SOURCE	2025/02/01-03/01 BACKGROUND CHECK	22.00
SAM'S CLUB DIRECT	PC-HOLIDAY LUNCHEON SUPPLIES	573.94
SAM'S CLUB DIRECT	PC-CHRISTMAS PRIZES-FROM DONATIONS	158.24
TARGET CORPORATION	PC-CHRISTMAS PRIZES-FROM DONATIONS	210.98
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	1,883.10
WALMART SUPERCENTER	PC-CHRISTMAS PRIZES FROM DONATIONS	113.94
WALMART SUPERCENTER	PC-CHRISTMAS PRIZES-FROM DONATIONS	1,922.86
		<u>\$ 6,543.69</u>

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-ZIP TIES, PVC CARDS	35.98
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	16.00
SARPY COUNTY TREASURER MOTOR TRAVELERS	PC-DUPLICATE TITLE FEE	14.35
US BANK VOYAGER FLEET SYSTEMS	2025/02/28M PAID LOSS RECOVERY	2,287.00
	2025/01/31M FUEL PURCHASES	644.16
		<u>\$ 2,997.49</u>

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PUBLIC WORKS

AMAZON.COM, LLC	PC-HD DATE STAMP, LAMINATING MACHINE AND SUPPLIES, WALL MIRROR, OFFICE SUPPLIES	344.14
AMERICAN PUBLIC WORKS ASSOCIATION	PC-PW MGT SOFTWARE, MANUAL	281.00
BIG INK	PC-UNIFORM EMBROIDERING	13.50
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	48.01
COLUMN SOFTWARE, PBC	PC-LEGAL AD	25.63
COLUMN SOFTWARE, PBC	PC-LEGAL AD	20.18
DINA'S TAILOR SHOP-BERNARDI MCGUIRE	PC-SEW PATCHES ON UNIFORMS	60.00
LOGO LOGIX EMBROIDERY & SCREEN	PC-FULL BACK SCREEN PRINT	196.00
MATRIX BUSINESS SYSTEMS INC	2025/02/28M COPIER EXPENSE	145.06
METROPOLITAN AREA PLANNING	PC-REGISTRATION	30.00
MIDWEST PETROLEUM EQUIPMENT	FUELMaster-PUMP SERVICE	355.00
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS	PC-MANUALS FOR TRAINING	146.00
NEBRASKA FLOODPLAIN & STORMWATER MGR ASSN	PC-2025/01/01-2026/01/01 MEMBERSHIP DUES-KRAGER	200.00
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FOR CITY VEHICLES	4,078.03
ONE CALL CONCEPTS	2025/01/28M LOCATES	582.10
PRECISE MRM LLC	2025/01/31M FLAT DATA PLAN	69.00
REFLECTIVE APPAREL FACTORY, INC	PC-HI VIZ UNIFORM ITEMS	4,724.21
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	53.02
		<u>\$ 11,370.88</u>

PARKS

A-RELIEF SERVICES	2025/01/25-02/21 PORTABLE RESTROOM-CHURCH	924.00
CAPITAL BUSINESS SYSTEMS, INC	2025/01/18-02/17 COPIER EXPENSE	30.89
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	16.00
J & J SMALL ENGINE SERVICE	PC-HEDGE TRIMMER	297.00
MENARDS	PC-INSULATION, SHOVELS, LUMBER CLEANING SUPPLIES	1,588.13
NEBRASKA TURFGRASS ASSOCIATION	PC-2025/01/01-12/31 MEMBERSHIP-M BLACKBURN	250.00
OMAHA PUBLIC POWER DISTRICT	2025/01/02-01/31 MONTHLY SERVICE	88.32
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	1,046.88
OMAHA PUBLIC POWER DISTRICT	2025/01/22-02/20 MONTHLY SERVICE	33.18
OMAHA PUBLIC POWER DISTRICT	2025/01/23-02/21 MONTHLY SERVICE	721.88
OMAHA PUBLIC POWER DISTRICT	2025/01/27-02/25 MONTHLY SERVICE	72.45
PRECISE MRM LLC	2025/01/31M FLAT DATA PLAN	299.00
RAKA RENTALS	2025/01/27-02/03 RENTAL OF SKID LOADER AND MULCHER	3,009.48
SITEONE LANDSCAPE SUPPLY	PC-CHEMICALS, DRUM WRENCH	976.56
UNIVERSITY OF NEBRASKA-LINCOLN	PC-PESTICIDE SAFETY TRAINING-M BLACKBURN	95.00
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	1,273.58
WESTLAKE ACE HARDWARE	PC-SUPPLIES, PAINT, LIGHTS, PLIERS	287.59
		<u>\$ 11,009.94</u>

RECREATION

AMAZON.COM, LLC	PC-CALENDAR	21.59
CAPITAL BUSINESS SYSTEMS, INC	2025/01/11-02/10 COPIER EXPENSE	68.67
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	128.03
OMAHA PUBLIC POWER DISTRICT	2025/01/02-01/31 MONTHLY SERVICE	54.62
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	244.82
OMAHA PUBLIC POWER DISTRICT	2025/01/22-02/20 MONTHLY SERVICE	277.38
OMAHA PUBLIC POWER DISTRICT	2025/01/23-02/21 MONTHLY SERVICE	35.57
PRECISE MRM LLC	2025/01/31M FLAT DATA PLAN	92.00
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	187.19
USA TRACK & FIELD	PC-2025/01/01-12/31 MEMBERSHIP-J BRYAN	67.90
		<u>\$ 1,177.77</u>

FACILITY MAINTENANCE

AFP WEST CORPORATION	2025/02/01-2026/01/31 SECURITY MONITORING	4,560.00
ALLIED INSULATION SUPPLY CO	PC-PLUMBING SUPPLIES- DIST 2	99.01
AMAZON.COM, LLC	PC-THERMOSTAT, OFFICE SUPPLIES	176.89
ANDERSON BROTHERS ENGINEERING	PC-FAN BLOWER	161.00

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FACILITY MAINTENANCE (cont'd)

BELLEVUE VACUUMS	PC-REPAIR VACUUM	62.05
CARPENTER PAPER CO	JANITORIAL SUPPLIES	583.60
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	48.01
ECHO GROUP, INC	PC-INFRARED SENSOR-DIST 2	122.07
FERGUSON #227	PC-CLST SPUD, THERMOSTAT	58.68
FERGUSON ENTERPRISES LLC #228	PC-PLUMBING SUPPLIES, HOT WATER HEATER	1,836.55
IDEAL PURE WATER COMPANY	BOTTLED WATER	43.25
J & J SMALL ENGINE SERVICE	PC-SNOW BLOWERS	2,897.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	144.08
JOHNSTONE SUPPLY	PC-THERMOSTAT-LONGO DR	113.32
MENARDS	PC-INSULATION, CARPET STRIP, PLUMBING SUPPLIES, COPPER, BALLASTS, VALVE, FILTERS, PAINT, ICE MELT, WHEEL CHARGER, PLUGS, COUPLINGS, BBU OPENER, CLEANING SUPPLIES	3,041.77
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	967.33
OMAHA PUBLIC POWER DISTRICT	2025/01/22-02/20 MONTHLY SERVICE	233.04
OMAHA PUBLIC POWER DISTRICT	2025/01/23-02/21 MONTHLY SERVICE	88.36
OVERHEAD DOOR CO OF OMAHA	REPLACE CABLES-SW STREET	688.80
PRECISE MRM LLC	2025/01/31M FLAT DATA PLAN	161.00
ROCHESTER MIDLAND CORPORATION	2025/03/31M WATER ENERGY TEAM FIXED BILLING	370.00
SHERWIN WILLIAMS CO	PC-PAINT-1510 WALL ST	358.96
SITEONE LANDSCAPE SUPPLY	PC-ICE MELT SPREADER-LONGO DR	565.47
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	700.10
VOSS LIGHTING	PC-BALLASTS	868.80
WESTLAKE ACE HARDWARE	PC-CAR WASH SUPPLIES, PAINT, LIGHTS, CLEANING SUPPLIES	181.60
		\$ 19,130.74

CEMETERY

AMAZON.COM, LLC	PC-DISPOSABLE SHOE COVERS, WALL CHARGERS	36.96
A-RELIEF SERVICES	2025/01/25-02/21 PORTABLE RESTROOM	199.00
CAPITAL BUSINESS SYSTEMS, INC	2025/03/06-04/05 COPIER EXPENSE	15.45
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	12.72
COX BUSINESS SERVICES	2025/02/22-03/21 MONTHLY SERVICE	91.99
MENARDS	PC-CHARGER MAINTAINER, FLANGES, NUTS, ICE MELT	609.11
OMAHA PUBLIC POWER DISTRICT	2025/01/22-02/20 MONTHLY SERVICE	888.45
PESTICIDE EDUCATION OFFICE	PC-PESTICIDE TRAINING-J HOUGHTALING	95.00
WESTLAKE ACE HARDWARE	PC-SHOVEL	34.99
		\$ 1,983.67

STREETS

ABOUT PHASE ACADEMY, LLC	PC-TRAFFIC CONTROL TRAINING-COSTELLO	500.00
AMAZON.COM, LLC	PC-(3) UPS BATTERY BACKUP/SURGE PROTECTOR, PRINTER SUPPLIES, CLEANING SUPPLIES	812.01
CAPITAL BUSINESS SYSTEMS, INC	2025/01/12-02/11 COPIER EXPENSE	27.51
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	112.03
CHRISTINE HAMPTON	2ND ANNUAL YEAR LEASE 4401 GILES RD	12,000.00
FELSBURG HOLT & ULLEVIG, INC	BPW-240601 36TH ST CORRIDOR STUDY	1,109.94
IA/NE CONCRETE PRODUCTS	CONCRETE	2,286.00
IMSA	PC-2025/01/01-12/31 MEMBERSHIP-COSTELLO, WHITED, WILSON, WITKOVSKI	370.00
INDEPENDENT SALT CO	SALT/ICE CONTROL	19,832.22
JEO CONSULTING GROUP, INC	BPW-2501 20 INDUSTRIAL RD DRAINAGE THRU 2025/02/21	5,640.00
LOGAN CONTRACTORS SUPPLY	TAR FOR CRACKSEALING	4,140.00
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	36,157.67
MENARDS	PC-CLEANING SUPPLIES, HEAT CABLE, SNOW FENCES AND POSTS, TANK SPRAYER, WINDOW BLINDS, BATTERIES, CHISEL	1,051.65
MIDWEST FENCE-GUARDRAIL SYSTEMS INC	MOBILIZATION, TRAFFIC CONTROL, REMOVE GUARDRAIL	6,375.00
MURPHY TRACTOR	JOHN DEERE BACKHOE AND ACCESSORIES	111,947.05

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STREETS (cont'd)

OMAHA PUBLIC POWER DISTRICT	2025/01/02-01/31 MONTHLY SERVICE	132.56
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	1,335.72
OMAHA PUBLIC POWER DISTRICT	2025/01/21-02/19 MONTHLY SERVICE	181.18
OMAHA PUBLIC POWER DISTRICT	2025/01/22-02/20 MONTHLY SERVICE	38.31
OMAHA PUBLIC POWER DISTRICT	2025/01/23-02/21 MONTHLY SERVICE	925.80
OMAHA PUBLIC POWER DISTRICT	2025/01/27-02/25 MONTHLY SERVICE	13,236.01
OMAHA PUBLIC POWER DISTRICT	2025/01/29-02/27 MONTHLY SERVICE	100,162.45
P2W, INC NFP	PC-MEAL CARDS FOR SNOW CREW (75)	1,125.00
PRECISE MRM LLC	2025/01/31M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	5,492.35
THE SCHEMMER ASSOCIATES	BPW-240201 FONTENELLE HILLS 2024/11/01-2025/01/31	58,328.36
TRAVELERS	2025/02/28M PAID LOSS RECOVERY	348.00
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	3,374.20
WESTLAKE ACE HARDWARE	PC-PRIMER FOR SIGN POSTS	23.97
		\$ 388,260.99

FLEET MAINTENANCE

1-800 RADIATOR/RADIATOR DEPOT	PC-RADIATOR	180.00
911 CUSTOM, LLC	MINI ION T-SERIES LT	932.20
A + UNITED RADIATOR REPAIR	PC-CLEAN/TEST MOUNTS ON RADIATOR, CLEAN DIESEL TANK	350.00
A&L HYDRAULICS, INC	PC-HOSE ASSEMBLY, REBUILD CYLINDER	989.90
AA WHEEL & TRUCK SUPPLY, INC	PC-SEALS	35.40
AFFORDABLE COMPUTER REPAIR	PC-LAPTOP BATTERY	65.00
AGRIVISION EQUIPMENT GROUP	PC-CHAIN CATCHER, AEROSOL LUBE	19.56
ALLIED OIL & TIRE COMPANY	HYDRAULIC OIL	809.05
AMAZON.COM, LLC	PC-COMBO LOCK, FUEL TRSFR HAND PUMP, CYLINDERS, BATTERIES, HOSE ROLLER GUIDE, GROMMETS, FLOOR MATS, LIGHTS, BEDLINER APP GUN, VOLTAGE MONITOR, INJECTOR SEAL	2,475.87
ARNOLD AUTO	RIVETS, SHOCKS, ALT BELT, EXHAUST PIPE, BOLTS	612.31
AUTO BRAKE AND CLUTCH	FIRE TRUCK BRAKE SHOE	460.00
AUTOMOTIVE WAREHOUSE DIST, INC	3M PARTS, BRAKLEEN, BUSSMAN PARTS, RAYBESTOS PARTS	898.81
BAXTER FORD	PC-TURBOCHARGE, MANIFOLD, AXLE ASSY, HOSE, PINS, PULLEYS, GASKETS, CONNECTORS, THERMOSTAT, V-BELTS, COMPRESSOR, MIRRORS, PC-COUPLER, RETAINER NUTS, CYLINDER	10,675.57
BOBCAT OF OMAHA	2025/01/20-02/19 COPIER EXPENSE	1,182.41
CAPITAL BUSINESS SYSTEMS, INC	2025/02/22-03/21 MONTHLY SERVICE	59.31
CENTURY LINK	PC-AIR PIPE, HOSES, CLAMPS, EXHAUST CLAMP, BRAKE DRUMS, SOLENOID VALVE, PRESSURE SENSOR, O-RINGS, BATTERY SWITCH, MODULE ASSY, PC-ENGINE WIRING HARNESS, VALVE COVER, PRESSURE SENSOR, THERMOSTAT VALVE	64.02
CORNHUSKER INTERNATIONAL TRUCKS	PC-BANJO VALVE, MALE ADAPTER, VALVE MANIFOLD, CUSHION, FLANGE STRAINER	7,795.52
CUMMINS SALES AND SERVICE	PC-LOWER ARM, CUSHION	2,992.59
DANKO EMERGENCY EQUIPMENT	HOSE ASSY, WIPER BLADES, VAPOR CANISTER	1,310.98
DULTMEIER SALES LLC	RAIN SENSOR WINDSHIELD, RECALIBRATION	1,464.65
EDWARDS CHRYSLER DODGE JEEP RAM	PC-TIRES	490.88
FACTORY MOTOR PARTS CO	PC-STRAIGHT BLADE PLUGS	327.00
GALVIN GLASS	PC-WORK LIGHT	859.16
GRAHAM TIRE COMPANY	SPINNER HANGER, SLIDE, COLLAR, ARM SPINNER, BAFFLE	1,554.35
GRAINGER	PC-HOSE ASSEMBLY, REBUILD CYLINDER, FUEL HOSE, SWIVEL GASKETS	162.97
HARBOR FREIGHT TOOLS	PC-HOSE REEL AND CART, COUPLINGS, HOSES	39.96
HENDERSON PRODUCTS, INC	PC-LOCKS, U-JOINT, VALVE CAP, YOKE	1,828.11
HOSE & HANDLING, INC	PC-BATTERIES	224.95
HOTSY EQUIPMENT CO	PC-BUSHING, PIVOT PIN, MUFFLER SHIELD, PARTS	1,405.61
INLAND TRUCK PARTS CO		146.47
INTERSTATE BATTERIES		4,828.55
J & J SMALL ENGINE SERVICE		185.76

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FLEET MAINTENANCE (cont'd)

JASPER WELLER, LLC	PC-VALVE AND CAP ASSEMBLY	479.38
JIM HAWK TRUCK TRAILERS	PC-DIAPHRAGM CREDIT, CHG FOR STROKE, ROD, PURGE VALVE KIT, CARTRIDGE	614.85
KRIHA FLUID POWER CO	PC-COUPPLERS, NIPPLES, ELBOWS, DRAIN SEAL, FITTINGS, PIPE REDUCER	2,266.48
M&R MACHINE & TOOL	PC-REPLACEMENT NEEDLES	54.40
MACQUEEN EQUIPMENT, LLC	PC-CONV DRIVEN SPROCKET, HYD FILTERS, OUTRIGGER CYLINDERS, BUSHINGS, BEARINGS,	28,155.15
MATHESON TRI-GAS INC	PC-PINNACLE, METAL FILLER, WELDING SUPPLIES, NOZZLES, CYLINDER RENTAL	804.02
MCMMASTER-CARR SUPPLY COMPANY	PC-STAINLESS STEEL SCREWS	44.90
MENARDS	PC-POWER DRIVE SET, PAINT, STRAPS, BATTERIES, CLEANING SUPPLIES, RUBBER PIPES, CABLE, HOLE SAWS, GROMMETS, TORCH	1,015.57
MICHAEL TODD INDUSTRIAL SUPPLY	PC-CHAIN HALF BARREL, TRUCK TIRE CHAINS, GRADER BLADE, TRIGGER CABLE	2,498.22
MIDLANDS AUTO REPAIR	PC-STEERING RACK & PINION ASSY	1,238.68
MIDWEST TRANSMISSION SUPPLY	GROUND STRAP	7.42
MOMAR, INC	PC-HEAD BIT SET	274.24
MPH INDUSTRIES INC	PC-SPEAKER ASSEMBLY	415.56
MURPHY TRACTOR	PC-BREATHER, HYD ACTUATOR CONTROL VALVE, WINDOW PANE, FILTERS, O-RINGS, FLOODLAMP	4,000.42
NAPA AUTO PARTS	BELTS, TENSIONER, PULLEYS, FILTERS, CHAIN ROLLER, FITTINGS, GLOVES, PIPE GASKETS, POLY	1,587.20
NEBRASKA IOWA INDUSTRIAL FASTENERS	TO CORRECT INV AMT	55.23
NEBRASKA IOWA INDUSTRIAL FASTENERS	RIVETS, HEX SCREWS, WASHERS, DRILL BITS, NUTS, LYNCH PINS	811.13
NMC INC	PC-BREATHER KIT, FUEL ELEMENT	547.65
NORTH CENTRAL AMBULANCE SALES	100 WATT DRIVER-MED41	325.12
OMAHA MARINE CENTER	PC-FUEL TANK	99.99
OMAHA PUBLIC POWER DISTRICT	2025/01/23-02/21 MONTHLY SERVICE	1,240.89
OMAHA SLINGS	PC-CHAIN SLING, ALLOY HOOK	902.37
P&M HARDWARE	PC-TANK SPRAYER	16.99
PAUL LUCHT & SONS, INC	BALANCE & ALIGNMENT-ENG1	950.56
POWER SYSTEMS AHS, LLC	PC-REBUILD HYDROSTAT	2,101.99
POWERPLAN	REAR DIFF REPAIR FROM MURPHY TRACTOR	28,119.66
PRECISE MRM LLC	PC-GPS UNITS (15)	4,540.76
QUALITY TIRE, INC	PC-TIRES	160.00
RADIATOR DEPOT	PC-CREDIT-RADIATOR	(180.00)
SERVICE EXPRESS CO	PC-AIR GAUGE, HOSE STOP	146.94
STATE STEEL	PC-STAINLESS STEEL PLATE, ANGLE	835.00
SWAN ENGINEERING, LLC	PC-METRIC O-RINGS, TARP TIES	12.30
TITAN MACHINERY	PC-REMAN STARTER	279.00
TOMASEK MACHINE SHOP	BRASS FITTING-ENG15	140.00
TOOL SHED OF OMAHA	PC-IMPACT WRENCH RING, MID TORQUE, VEHICLE CHARGERS,TIP HOLE SAW	918.76
TOYNE, INC	BLUE, RED LED WITH CLEAR LENS	669.64
TRI-V TOOL & MFG CO	PC-PAYLOADER BACK PLATE	810.00
TRUCK CENTER COMPANIES-OMAHA	PC-THROTTLE VALVE, GASKETS	164.15
TY'S OUTDOOR POWER & SERVICE	CUTTING EDGES, CHUTE ATTACHMENT, SKID SHOES, WELDMENT BRUSH	1,993.72
UPS STORE	PC-SHIPPING CHARGES	107.60
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	518.92
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS	385.73
WAYTEK, INC	PC-FUSE BLOCKS, WIRE HARNESS, CONNECTORS, TERMINAL BLOCK, CABLE SEALS	1,589.39
WELDON PARTS INC	PC-RELAY VALVE CONNECTORS	234.31
WESTLAKE ACE HARDWARE	PC-SUPPLIES	16.28
WOODHOUSE PLATTSMOUTH	PARTS-RING	14.44
		\$ 137,411.93

SOLID WASTE

PAPILLION SANITATION	2025/02/01-02/16 GLASS RECYCLING	445.04
PAPILLION SANITATION	2025/02/28M TRASH HAULING FEES	360,016.83
PAPILLION SANITATION	2025/01/21-28 GLASS RECYCLING	430.98
		\$ 360,892.85

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PLANNING

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	68.36
CAPITAL BUSINESS SYSTEMS, INC	2025/01/18-02/17 COPIER EXPENSE	89.04
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	32.01
COLUMN SOFTWARE, PBC	LEGAL AD	39.82
		<hr/>
		\$ 229.23

PERMITS & INSPECTIONS

AMAZON.COM, LLC	PC-OFFICE SUPPLIES, BOOT COVERS	271.60
CAPITAL BUSINESS SYSTEMS, INC	2025/01/18-02/17 COPIER EXPENSE	173.10
CARHARTT, INC	PC-UNIFORM CLOTHING-D SHELDON, WIEDUWILT, BECKER	672.70
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	32.01
DUNGAREES	PC-JEANS	35.94
INDEPENDENT ALLIANCE OF THE ELECTRIC INDUSTRY	PC-2025/01/01-12/31 MEMBERSHIP DUES-WIEDUWILT	120.00
INT'L ASSOCIATION OF PLUMBING & MECHANICAL OFFICIALS	PC-DEPT MEMBERSHIP	350.00
INT'L ASSOCIATION OF ELECTRICAL INSPECTORS	PC-TRAINING-WIEDUWILT	120.00
INTERNATIONAL CODE COUNCIL, INC	PC-NON-RECURRING SUBSCRIPTION	170.00
LOGO LOGIX EMBROIDERY & SCREEN PRINTING	EMBROIDER UNIFORM JACKET - WIEDUWILT	36.65
NATIONAL FIRE PROTECTION ASSOCIATION	PC-2025/01/01-12/31 MEMBERSHIP DUES-M CHRISTENSEN	225.00
NE STATE ELECTRICAL DIVISION	PC-2025/01/01-12/31 MEMBERSHIP DUES-T WIEDUWILT	253.00
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	599.19
		<hr/>
		\$ 3,059.19

POLICE

AC HOTELS BY MARRIOTT	PC-LODGING FOR TRAINING-SPENCER	410.55
ADOBE CREATIVE SOFTWARE	PC-2024/11/14-2025/11/13 RENEW SUBSCRIPTION	282.35
ADOBE CREATIVE SOFTWARE	PC-CREDIT FROM FRAUD IN NOV 20408988	(32.09)
AMAZON WEB SERVICES, INC	2025/02/28M AMAZON WEB SERVICES	898.20
AMAZON.COM, LLC	PC-AIO PRINTER, OFFICE SUPPLIES, BATTERIES, DOCKING STATIONS, MEMORY CARDS, WIRELESS TRANSMITTER, DVD DRIVE, TV MOUNTS, CLEANING SUPPLIES, PAINTBALLS, EVIDENCE SUPPLIES, TOOLS, WRECKING BARS, SHOTGUN SLINGS	11,278.16
AMERICAN COUNCIL ON EXERCISE	2024/12/31M DUES-BANKS	34.95
AMERICAN COUNCIL ON EXERCISE	PC-2024/11/30M MEMBERSHIP-TRAINING-BANKS	34.95
AMERICINN (FRAUD)	PC-CREDIT FROM FRAUDULENT CHARGE IN NOV	(202.63)
AMERICINN BY WYNDHAM	PC-LODGING FOR TRAINING-MILLER	202.63
A-RELIEF SERVICES	2025/02/06-03/05 PORTABLE RESTROOM GUN	199.00
AUTO BODY AUTHORITY	AUTO BODY REPAIR-UNIT 644, TOW CHARGE, STORAGE	2,805.81
BELLEVUE ANIMAL HOSPITAL	VET VISIT-K9 KADO	454.57
BROWNELLS	DIGITAL TORQUE WRENCH	74.18
CAPITAL BUSINESS SYSTEMS, INC	2025/01/17-02/16 COPIER EXPENSE	330.93
CCAP AUTO LEASE	2025/03/31M USPIS VEHICLE LEASE	696.68
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	215.22
CHAD W REED	REIMB PER DIEM FOR TRAINING	170.00
CIOX - HEALTH	SUBPEONA FOR MEDICAL RECORDS	60.00
CITY OF COUNCIL BLUFFS	2025/02/06 RANGE USE FOR TRAINING	100.00
CONNER PSYCHOLOGICAL SERVICES PC	2025/01/25 PRE EMPLOYMENT PSYCH EVAL	425.00
COZZIA USA, LLC	PC-REPAIR DAMAGED MASSAGE CHAIR	295.00
CROW LAWN CARE LLC	2025/01/31-02/20 LEGAL FEES-CODE	2,197.16
CULLIGAN OF OMAHA	2025/02/28 BOTTLED WATER, COOLER RENTAL	477.80
DEFENSIVE EDGE TRAINING	PC-ARMORER TRAINING-HOLWERDA	550.00
DEFENSIVE EDGE TRAINING	PC-DEFENSIVE TRAINING-JARVIS, PLEISS	1,100.00
DILLON BROTHERS H-D BUELL	MOTORCYCLE BATTERIES	419.90
DIVENTURES	PC-REFILL SCUBA TANKS	150.00
EDWARDS MOTORTSPORTS, LLC	2025 UTILITY VEHICLE 3JBUCAX43SK001021	25,636.61
ESTHERVILLE HOTEL & SITES	PC-LODGING FOR TRAINING-BENSHOOF, BROM, JARVIS	299.04
EVANS CUSTOM APPAREL, INC	PC-UNIFORM TRAINING-2 STUDENTS	312.00
FAMILY FARE	PC-REFRESHMENTS FOR WELCOME CEREMONY	209.18
FBI NATIONAL ACADEMY ASSOCIATES, INC	2025/01/01-12/31 MEMBERSHIP DUES-CLARY, JASHINSKE	260.00

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POLICE (cont'd)

FEDERAL EXPRESS CORPORATION	MAILING CHARGE	92.93
GALL'S, LLC	BELT, MASK DEFENSE SPRAY	163.88
GALVIN GLASS	WINDOW TINTING	799.68
GLOCK PROFESSIONAL, INC	PC-ARMORER COURSE-JARVIS	300.00
GREAT PLAINS UNIFORMS	BALLISTIC VESTS WITH CARRIER, UNIFORM ITEMS, WHISTLE	2,608.99
HARRIS DECALS INC	INSTALL DECALS ON CRUISESRS	2,133.00
HITCHED UP TRAILERS LLC	14FT UTILITY TRAILER 7PA1U1426SL002546	2,900.00
HOLIDAY INN EXPRESS & SUITES	PC-CREDIT FOR LODGING-K MANNING	(88.92)
HOLIDAY INN EXPRESS & SUITES	PC-CREDIT FOR LODGING-LAMPMAN	(88.92)
HOMEFRONT PROTECTIVE GROUP, INC	PC-ARMED ENCOUNTER TRAINING-PLEISS	95.00
HOMEFRONT PROTECTIVE GROUP, INC	PC-GANG INVADERS TRAINING-MONAY	95.00
HOMEFRONT PROTECTIVE GROUP, INC	PC-INVESTIGATION TECH-MONAY	95.00
HOPE VALENTINE, LLC	2025/02/28M MENTAL HEALTH 8 HOURS	1,200.00
HUNTER.IO GROWTH (FRAUD)	PC-CREDIT FROM FRAUD IN NOV 73395097	(149.00)
HYUNDAI MOTOR FINANCE	2025/03/31M LEASE PMT - HIDTA-DEA-SIMONES	720.01
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	90.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	163.49
MAGPUL INDUSTRIES CORP	PC-FIREARMS ACCESSORIES	134.52
MATRIX BUSINESS SYSTEMS INC	2025/02/28M COPIER EXPENSE	253.67
MENARDS	PC-LP TANK, LIGHTER	41.78
MENARDS	PC-RUBBER WALL BASE	79.99
MIDWAY USA.COM	PC-RIFLE CASES	574.84
MOHEGAN SUN ON-LINE	PC-LODGING FOR TRAINING-STUCK	531.05
MYZONE, INC	PC-2024/12/31M WELLNESS PROGRAM	75.00
MYZONE, INC	PC-2024/11/30M WELLNESS PROGRAM	75.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	PC-2025/01/02-2026/01/02 MEMBERSHIP-BOTTJEN	50.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	PC-NASRO TRAINING FOR 7 OFFICERS	3,500.00
NEBRASKA FURNITURE MART	PC-FURNITURE-TWO DRAWER LATERAL FILE, CHAIR, DESK, ASSEMBLY	3,079.01
NEBRASKA FURNITURE MART	PROJECTOR, PARTS	3,038.48
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	PC-RECIPROCITY TRAINING (2)	175.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	TABE TEST-FORTUANATO	15.00
NEWEGG BUSINESS, INC	PC-LAPTOP	2,956.98
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	109.88
PEPPERBALL	PC-ARMORER CERTIFICATION-MILLER	549.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2024/12/26-2025/01/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/01/25-02/01 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2024/11/26-12/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2024/12/02-2025/01/01 EVIDENCE STORAGE	164.00
PRECISION MULTIPLE CONTROLS, INC	PC-LPR CAMERAS	281.35
SAM'S CLUB DIRECT	PC-SUPPLIES FOR WELCOME CEREMONY	20.98
SNOVIO (FRAUD)	PC-CREDIT FROM FRAUDULENT CHARGE IN NOV	(189.00)
SNOVIO (FRAUD)	PC-CREDIT FROM FRAUDULENT IN NOV 80717772	(99.00)
STEEL KITCHEN (FRAUD)	PC-CREDIT FROM FRAUDULENT CHARGE IN NOV	(6,468.15)
SURVEY MONKEY.COM, LLC	PC-2024/12/27-2025/12/26 SURVEY RENEWAL	468.00
THOMSON REUTERS - WEST	2025/02/28M ONLINE SOFTWARE SUBSCRIPTION	231.00
T-MOBILE USA, INC	2025/01/01-01/23 SUBPEONA FEES	50.00
TRAVELERS	2025/02/28M PAID LOSS RECOVERY	358.00
TX PAPHILLION LLC	2025/02/28M CAR WASH	29.99
U.S. CELLULAR	2025/02/09-03/08 MONTHLY SERVICE	89.46
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	15,556.82
V & V MANUFACTURING	POLICE BADGES	127.95
VIKTOS, LLC	PC-DUTY GLOVES-MARRS	231.95
VISTA PRINT	PC-BUSINESS CARDS	217.53
WALGREENS	PC-SWAT SUPPLIES	8.98
WESTLAKE ACE HARDWARE	PC-KEYS	41.09
		\$ 88,327.44

MINUTE RECORD

CLAIMS FOR 2025/03/18

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FIRE & RESCUE

AMAZON.COM, LLC	PC-OFFICE SUPPLIES, BATTERIES, BOOKD FOR EMT, KITCHEN SUPPLIES, TRACTION CLEATS, JANITORIAL SUPPLIES, COFFEE DISPENSER, PLASTIC OARS	2,514.61
BLUE BEACON TRUCK WASH	PC-COMMAND TRAILER WASH	43.66
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	128.03
EAGLE ENGRAVING, INC	PC-FIREMAN PLAQUE	309.95
EC DATA SYSTEMS, INC	PC-2024/12/31M SHARE OF FAX SERVER	7.95
EC DATA SYSTEMS, INC	PC-2024/11/30M SHARE OF FAX SERVER	7.95
HARBOR FREIGHT TOOLS	PC-PROF DUAL LEVER, QUICK LINKS, ROPE, CUTTERS	129.34
MENARDS	PC-PVC PIPE, DRILL BITS, LUMBER, VACUUM CLEANER, HOSE, CLEANING SUPPLIES	827.90
MENARDS - RALSTON	PC-HOSE REPAIR KIT	5.97
OMAHA PUBLIC POWER DISTRICT	2025/01/02-01/31 MONTHLY SERVICE	873.21
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	1,363.34
OMAHA PUBLIC POWER DISTRICT	2025/01/22-02/20 MONTHLY SERVICE	666.10
OMAHA PUBLIC POWER DISTRICT	2025/01/23-02/21 MONTHLY SERVICE	2,299.30
OMAHA PUBLIC POWER DISTRICT	2025/01/27-02/25 MONTHLY SERVICE	860.08
PENN STATION EAST COAST	PC-FOOD FOR CAPTAIN ASSESSMENT TESTING	72.41
SFPE-GREAT PLAINS CHAPTER	PC-SFPE MEETING REGISTRATION-GIFFORD	30.00
TARGET CORPORATION	PC-FOOD FOR CAPTAIN ASSESSMENT TESTING, TRAY	61.36
UPS STORE	PC-MAILING CHARGE TO RETURN PACKAGE	311.50
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	8,741.48
WILD CHICKEN GRILL	PC-FOOD FOR CAPTAIN ASSESSMENT TESTING	67.98
		\$ 19,322.12

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2025/01/04-02/03	408.16
CENTURY LINK	2025/01/20-01/31 MONTHLY SERVICE	2.38
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	284.65
HDR ENGINEERING, INC	BPW-240501 PRAIRIE HILL DEV 2025/01/26-02/22	29,802.85
HOSTGATOR.COM	PC-2024/12/26-2025/01/25 DOMAIN MAINT	87.99
HOSTGATOR.COM	PC-2024/12/26-2025/01/25 DOMAIN MAINT	87.99
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	153.37
SARPY COUNTY COURT HOUSE	2025/04/30M ANIMAL CONTROL	17,530.00
SCOTT WELCH	PC-2025/01/31M WEB MAINTENANCE	125.00
SCOTT WELCH	PC-2024/12/31M WEB MAINTENANCE	125.00
		\$ 48,607.39

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-EARPIECE HEADSE, EARPIECES, MAGNETIC MIC, CUBICLE ORGANIZER, TAPE, STRIPPING TOOL,	1,960.25
HOME DEPOT	PC-LADDER, ELEC TOOLS	840.76
MENARDS	PC-COUPLINGS, LEVER, CONNECTORS, STRAPS, WIRE CHANNELS	499.46
THE HOME DEPOT	PC-PLIERS	39.97
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	298.94
WASABI TECHNOLOGIES, LLC	PC-2024/11/12-12/11 MONTHLY CLOUD STORAGE	160.23
WASABI TECHNOLOGIES, LLC	PC-2024/10/12-11/11 CLOUD STORAGE	154.10
WESTLAKE ACE HARDWARE	PC-KEYS	43.94
		\$ 3,997.65

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2025/01/28M BELLEVUE INDOOR WATERPARK	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	2025/01/28M BELLEVUE INDOOR WATERPARK REIMBURSABLE EXPENSES	1,121.19
		\$ 13,621.19

2206 LONGO DR

C&E INDUSTRIES	2025/02/28M JANITORIAL SERVICE	3,991.10
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACED 3.5 TON HP	10,396.00
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACED HP #209	10,569.00
CINTAS LOCATION #749	MAT SERVICE	459.95

MINUTE RECORD

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2206 LONGO DR (cont'd)

CENTURY LINK	2025/02/04-03/03 MONTHLY SERVICE	139.70
COX BUSINESS SERVICES	2025/01/27-02/26 MONTHLY SERVICE	147.00
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTION	425.00
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE - GAS	985.19
METROPOLITAN UTILITIES DIST	2025/01/07-02/05 MONTHLY SERVICE- WATER/SEWER	957.95
OMAHA PUBLIC POWER DISTRICT	2024/12/24-2025/01/23 MONTHLY SERVICE	5,577.52
PAPILLION SANITATION	2025/02/28M SERVICE	359.30
PROTECH PEST CONTROL	2025/02/28M PEST CONTROL	149.80
SELDIN LLC	APPFOLIO FEES FOR 02/01	44.00
SELDIN LLC	BANK FEES FOR 02/01	23.41
SELDIN LLC	MANAGEMENT FEES	1,450.00
STERICYCLE, INC	2025/02/28M SERVICE	180.85
USG	REPLACED FLAPPER IN TOILET, CONTACT HEIMES	173.34
USG	CONTRACTOR TO REPAIR LEAK IN SUITE 200	768.86
USG	LIGHTS AND BALLASTS FOR ONSITE USE	892.96
USG	PLUNGED TOILET, ADJUSTED WATER PRESSURE	254.66
USG	CONTACTED BW PAINTING TO FIX HOLE IN WALL FROM PLUMBERS	126.26
USG	FAMILY PRACTICE TOILET REPAIR, INSTALLED NEW FLUSH VALVE	208.07
USG	CLEANED SINK DRAINS, MEET WITH HEIMES	851.66
USG	2025/01/31M MONTLY ELEVATOR INSPECTION	114.10
USG	2025/02/28M MONTLY ELEVATOR INSPECTION	114.10
USG	MAINTENANCE WALKTHROUGH	196.10
USG	REPLACED BULBS AND BALLAST, MEET WITH VA FOR WALKTHROUGH	389.48
USG	REPLACED CEILING TILE, CALLED PRECISION TO REPAIR OUTLET	181.26
USG	MAINTENANCE OF HANDICAP DOOR BUTTON	239.64
WATERLINK INC	2025/02/28M WATER TREATEMENT SERVICE	431.63
		\$ 40,797.89

WASTEWATER

AMAZON.COM, LLC	PC-FLASH DRIVES, OFFICE SUPPLIES, FLASHLIGHTS, ADAPTER, CABLE, WALL CHARGER	1,281.81
BACK MUNICIPAL CONSULTING	CERTIFICATION TRAINING-CHAVEZ, CHONIS, ADOLPHUS, NORTON	4,960.00
CAPITAL BUSINESS SYSTEMS, INC	2025/01/09-02/08 COPIER EXPENSE	93.20
CENTURY LINK	2025/02/13-03/12 MONTHLY SERVICE	224.57
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	607.24
CHARLES MACHINE WORKS, INC	MEGATRACK WHEEL, CABLE, BRACKET, SLEEVE	1,615.84
CITY OF OMAHA	2024/11/30M SEWER FEES	600,225.42
COX BUSINESS SERVICES	2025/02/12-03/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2025/02/18-03/17 MONTHLY SERVICE	92.49
ELLIOTT EQUIPMENT CO	ANTIFREEZE CAP	37.87
ENVIRONMENTAL PRODUCTS & ACCESS,	PC-JET NOZZLES	433.57
GRAINGER	SPILL KIT DRUM, SAFETY HARNESS, ALARM	976.66
GRAYBAR ELECTRIC	ELECTRICAL REPAIR-LIFT STATION 4	706.45
HANEY SHOE STORE	SAFETY SHOES-CLINGERMAN	200.00
HDR ENGINEERING, INC	BPW-250115 TWIN CREEK EVALUATION 2025/01/26- 02/22	3,553.25
HDR ENGINEERING, INC	BPW-211123 HAWORTH PARK WW COLLECTION 2025/01/26-02/22	9,013.05
JUDDS BROS CONSTRUCTION CO	INSTALL POWER SURGE TO MAIN DISCONNECT	10,800.27
MENARDS	PC-CAULK, BATTERIES, GLOVES, RACKS, LIGHTS, WELDING SUPPLIES, FOLDING TABLE, CONSTRUCTION SUPPLIES, LUMBER, HEATER,	3,257.63
NAPA AUTO PARTS	PC-AIR FILTER, BALL BEARINGS, PISTON RING, LUBRICANT	167.88
OMAHA PUBLIC POWER DISTRICT	2025/01/13-02/11 MONTHLY SERVICE	2,998.50
OMAHA PUBLIC POWER DISTRICT	2025/01/22-02/20 MONTHLY SERVICE	1,687.85
OMAHA PUBLIC POWER DISTRICT	2025/01/23-02/21 MONTHLY SERVICE	729.97
PRECISE MRM LLC	2025/01/31M FLAT DATA PLAN	253.00

MINUTE RECORD

CLAIMS FOR 2025/03/18

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WASTEWATER (cont'd)

RED WING BUSINESS ADVANTAGE	SAFETY SHOES-RUSH, ADOLPHUS, CHONIS	397.99
TRACTOR SUPPLY CO	PC-T POSTS	91.80
UPS STORE	PC-SHIPPING CHARGES	312.27
US BANK VOYAGER FLEET SYSTEMS	2025/01/31M FUEL PURCHASES	2,134.65
WESTLAKE ACE HARDWARE	PC-CONSTRUCTION SUPPLIES, CHAINS, CONCRETE, KEYS	593.57
		<u>\$ 647,654.80</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2025/01/27-02/25 MONTHLY SERVICE	100.27
BELLEVUE COMMUNITY FOUNDATION	BELLEVUE ROCKS SPONSORSHIP	50,000.00
MIDLANDS COMMUNITY FOUNDATION	ANNUAL CONTRIBUTION FOR HOLIDAY LIGHTS	35,000.00
		<u>\$ 85,100.27</u>

ECONOMIC DEVELOPMENT

COLUMN SOFTWARE, PBC	PC-LEGAL AD	18.54
		<u>\$ 18.54</u>

COMMUNITY DEVELOPMENT

COLUMN SOFTWARE, PBC	PC-LEGAL AD	130.89
		<u>\$ 130.89</u>

FEDERAL FORFEITURES - JUSTICE FUNDS

VERIZON WIRELESS	2025/02/22-03/21 MONTHLY SERVICE	667.99
NEBRASKA FURNITURE MART	86IN MONITOR, 75IN TV, 50IN TV, ADJ WALL MOUNTS, PARTS	8,326.25
		<u>\$ 8,994.24</u>

TOTAL CLAIMS FOR 2025/03/18 \$ 1,973,990.33

TOTAL PAYROLL FOR 2025/02/28 \$ 1,827,219.22

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
3/18/2025

COUNCIL MEETING DATE: March 4, 2025		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots, 20, 21 (except for right-of-way), and 22, all located in the NE 1/4 of Section 22, T13N, R13E, of the the 6th P.M., Sarpy County, NE, from AG to MU for the purpose of a mixed-use entertainment district; and preliminary plat Lots 1 through 5, Bellevue Entertainment District. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive.

SYNOPSIS/BACKGROUND:

The City of Bellevue has submitted a request to preliminary plat Lots 1 through 5, Bellevue Entertainment District, and a change of zone from AG to MU for the purpose of a mixed-use entertainment district. The MU District allows various uses to include office, commercial, retail, civic, and residential. All projects developed in an MU District are subject to approval of a development agreement. The Bellevue Bay Waterpark facility will be the first development in the proposed entertainment district and will be considered as Phase I of the entertainment district.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of this request.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4179"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Daniel Phillips
Tammi Palm
James R.

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue
CASE #'s: Z-2501-01, S-2501-03
CITY COUNCIL HEARING DATE: March 18, 2025

REQUEST: to rezone Lots 1 thru 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to MU for the purpose of a mixed-use entertainment district; and preliminary plat Lots 1 through 5, Bellevue Entertainment District.

On February 27, 2025, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: February 27, 2025

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2501-01
S-2501-03

FOR HEARING OF:
REPORT #1: February 27, 2025
REPORT #2: March 18, 2025

I. GENERAL INFORMATION

A. APPLICANT:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

B. PROPERTY OWNER:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

C. GENERAL LOCATION:

Northwest corner of Hwy 75 and Hidden Valley Drive

D. LEGAL DESCRIPTION:

Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except part for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 5, Bellevue Entertainment District, from AG to MU for the purpose of a mixed-use entertainment development.
2. Preliminary plat Lots 1 through 5, Bellevue Entertainment District.

F. EXISTING ZONING AND LAND USE:

AG/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and platting for the purpose of enabling a mixed-use entertainment development.

H. SIZE OF SITE:

The site is approximately 61.85 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant and was most recently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Agricultural/Vacant AG
2. **East:** Highway 75 right-of-way
3. **South:** Hidden Valley Drive right-of-way
4. **West:** Agricultural/Vacant, AG

C. REVELANT CASE HISTORY:

On February 27, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 thru 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to MU for the purpose of a mixed-use entertainment district; and preliminary plat Lots 1 through 5, Bellevue Entertainment District.

D. APPLICABLE REGULATIONS:

1. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.
3. Section 5.19, Zoning Ordinance, regarding Mixed Use Districts.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as mixed use.

B. OTHER PLANS:

This site is the future home of the Bellevue Bay Waterpark facility.

C. TRAFFIC AND ACCESS:

1. The Nebraska Department of Transportation (NDOT) 2023 average annual daily traffic counts indicate 26,300 vehicles along Highway 75 (both directions) near the Highway 34/Hidden Valley Drive interchange. Along the Highway 75 Southbound off-ramp to Hidden Valley Drive, 3,960 vehicles per day are estimated. NDOT information estimates 7,820 vehicles per day along Hidden Valley Drive.

2. Access is proposed from South 10th Street into the development.

D. UTILITIES:

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

E. ANALYSIS:

1. The City of Bellevue is requesting a rezoning for Lots 1 through 5, Bellevue Entertainment District, from AG to MU for the purpose of a mixed-use entertainment district.

2. In conjunction with the change of zone, the city is also requesting a preliminary plat for the site.

3. The Mixed Use (MU) District is intended to accommodate projects that combine several compatible land uses into an integrated development and to allow for flexibility in the siting of buildings and the layout of lots. The district permits mixing residential areas with workplaces and services. Development in the MU District must accommodate diverse transportation systems, including pedestrian and bicycle movement, and integrate them with surrounding environments. All projects developed in an MU District are subject to approval of a development agreement.

4. Olsson has been contracted by the city for engineering and master planning services related to this development. A master plan for the entertainment district has been in progress since last year.

The master plan will include pedestrian-friendly roadways, connectivity, green space, as well as a mixture of commercial and retail uses, recreational uses, and entertainment options. High-density residential will also be part of the overall master plan for the entertainment district.

A draft conceptual of the master plan is attached to this report.

5. The Bellevue Bay Waterpark facility and associated parking will be the first development in the proposed entertainment district and will be considered as Phase 1 of the entertainment district. The waterpark will be located on proposed Lot 1, with frontage along Highway 75 and Hidden Valley Drive.

Phase 2 is projected to consist of three hotels and associated parking. These developments will be encompassed on Proposed Lots 2 and 3, with Lot 4 serving as additional parking.

Individual phases within the development will be approved through Mixed Use Agreements with site plan approval, thus providing city control of the entertainment district as a whole. A mixed-use agreement for the waterpark and Phase 1 of the entertainment district will be presented with the final plat.

6. In addition to the engineering and master planning efforts, a traffic study of the area has been conducted by Felsburg Holt & Ullevig. That traffic study has been reviewed by city staff, Olsson's engineering and traffic team, as well as the Nebraska Department of Transportation. Continued conversations are occurring amongst these agencies to plan and prepare for the necessary improvements which will be required at the on- and off-ramps to Highway 75 and along Hidden Valley Drive specifically. Traffic signalization and additional turning lanes are some of the improvements required and being discussed. The city will continue to coordinate this effort as the development progresses.

7. The city has also been in regular communication with Sarpy County administration and staff regarding the Platteview Road corridor project and this development. The South 10th Street access was mutually agreed upon as part of the Platteview Road corridor planning.

8. Existing South 10th Street was constructed by NDOT as part of the Highway 75/interchange improvements which began back in 2007. The sole purpose of South 10th Street has been to provide access to the homes located in the area. These homes previously accessed a road to Highway 75 directly; however, this access was cut off as part of the NDOT improvement project.

The preliminary plat includes vacating the current South 10th Street right-of-way in order to better realign the street for access into the entertainment district. The city's team is working with NDOT to facilitate this part of the process. Access to the existing homes in the area will be maintained throughout the development of the entertainment district.

9. This application was sent out to the following departments for review: Public Works, Street Department, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Sarpy County Planning Director/designee, Metropolitan Utilities District, Cox Cable, Black Hills Energy, Sarpy County GIS/911, OPPD, MAPA, Papio-Missouri River NRD, and the

Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, and Mike Sharp, Sarpy County Public Works, requested technical revisions to the preliminary plat. These comments have since been satisfied by Olsson's engineering team.

No other comments were received on this case.

10. The Future Land Use Map of the Comprehensive Plan shows this area as mixed-use.

11. This request is in conformance with the Comprehensive Plan and provides an exciting development opportunity for the city. The proposed entertainment district will provide much-needed services and entertainment not only for southern Bellevue, but our entire community, while also attracting others to our city and providing a unique economic development opportunity.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

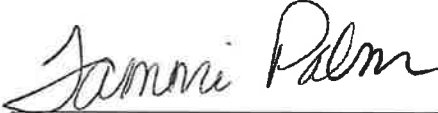
APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Preliminary plat received March 5, 2025
4. Draft Entertainment District Master Plan
5. Email from Diane Bruce received February 27, 2025

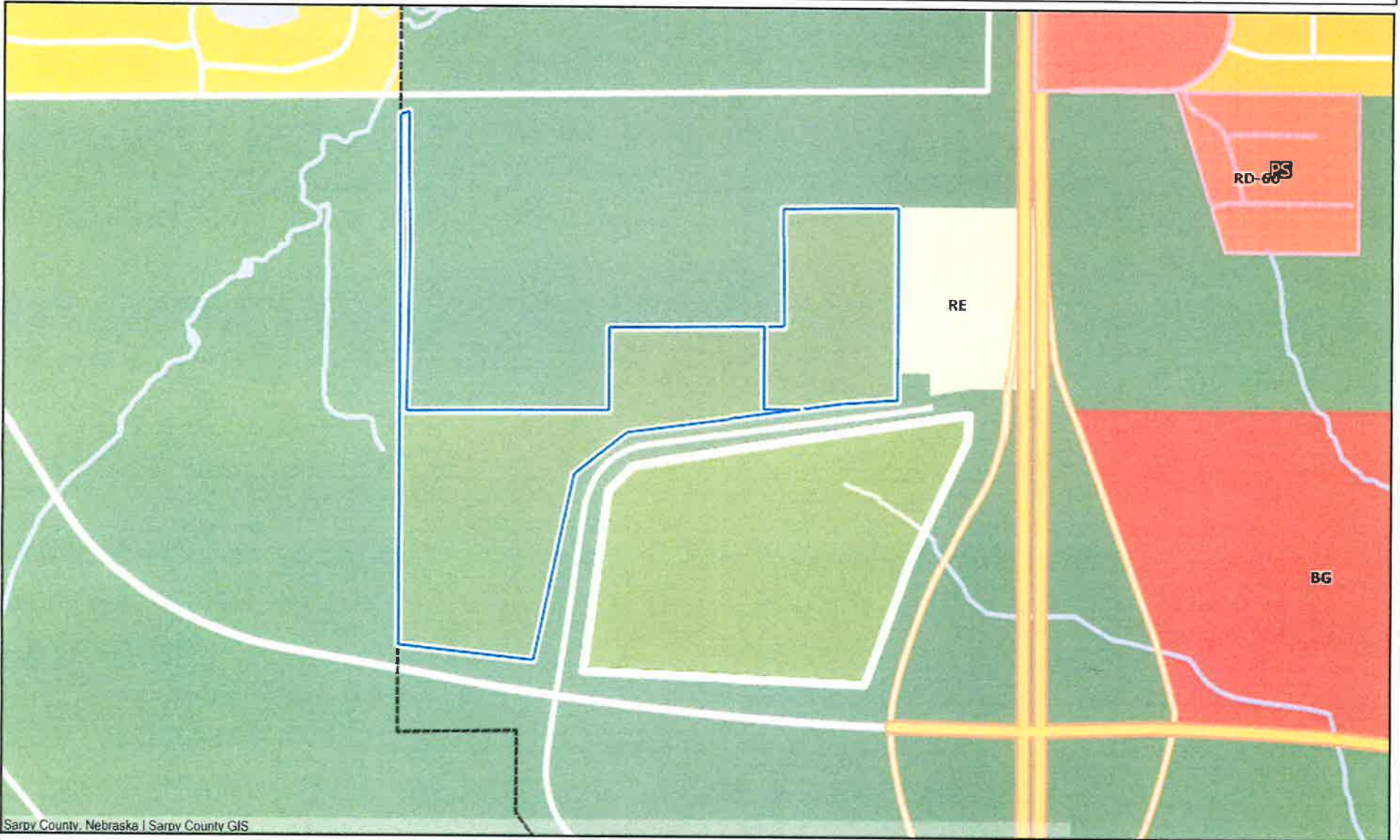
VII. COPIES OF REPORT TO:

1. Public Upon Request

 03/11/2025

Planning Director Date of Report

Bellevue Entertainment District



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 8780

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



Notes



Bellevue Entertainment District



Sarpy County GIS



Map Scale 1: 8780

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Notes



EXISTING ZONING		
LOTS 1-5	ZONING	DESC
	AG	AGRICULTURE

PROPOSED ZONING		
LOTS 1-5	ZONING	DESC
	MU	MIXED USE

BELLEVUE ENTERTAINMENT DISTRICT

LOTS 1 THRU 5

A TRACT OF LAND BEING A PART OF TAX LOTS 20-21 AND 10TH STREET ROW VACATION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., BELLEVUE, SARPY COUNTY, NEBRASKA

OWNER/DEVELOPER WARRIOR APPROACH
CITY OF BELLEVUE
1050 WALL STREET
BELLEVUE, NE 68005

SURVEYOR TERRY KUJANZI
OLSSON
2111 S 27TH STREET
SUITE 200
OMAHA, NE 68106

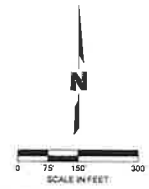
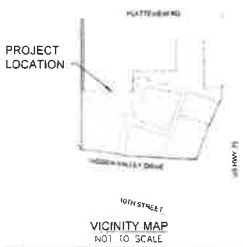
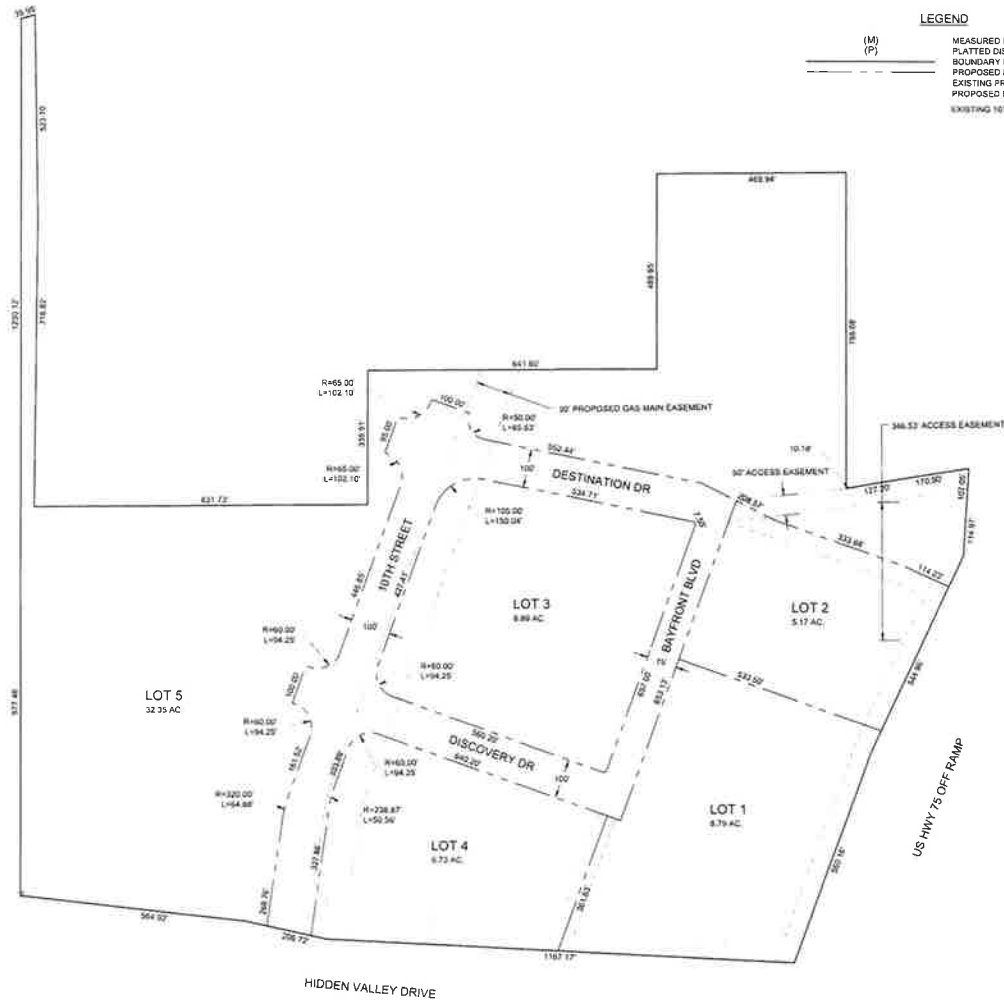
ENGINEER BRIAN SCHULTE
OLSSON
601 P STREET
SUITE 100
LINCOLN, NE 68505

- NOTES**
- CITY SHALL COORDINATE WITH NORTHERN NATURAL GAS TO RELOCATE THE EXISTING GAS MAIN, RELEASE THE BLANKET GAS MAIN EASEMENT OVER THE PROPERTY AND GRANT A NEW 90' GAS MAIN EASEMENT OVER THE RELOCATED MAIN. REFERENCE UTILITY PLAN FOR EXISTING AND PROPOSED MAIN LOCATIONS.
 - CITY SHALL COORDINATE WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) FOR THE VACATION OF THE EXISTING 10TH STREET RIGHT-OF-WAY.

LEGEND

(M) MEASURED DISTANCE
(P) PLATTED DISTANCE

BOUNDARY LINE
PROPOSED PROPERTY LINE
EXISTING PROPERTY LINE
PROPOSED EASEMENT LINE
EXISTING 10TH STREET ROW TO BE VACATED



RECEIVED

MAR 05 2025

PLANNING DEPT.

olsson

2111 South 67th Street
Suite 200
Omaha NE 68106
Olsson Corp.
TEL 402.341.1115
FAX 402.341.5885
Olsson - Engineering
Nebraska CEA #CA-0639

REV	DATE	DESCRIPTION

REVISIONS

2025

PRELIMINARY PLAT
PRELIMINARY PLAT SUBMITTAL
BELLEVUE ENTERTAINMENT DISTRICT
S. 10TH STREET & HIDDEN VALLEY DRIVE
BELLEVUE, NE

Drawn by: [blank]
Approved by: [blank]
Checked by: [blank]
Date: [blank]

SHEET
C1.0

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DATE: Mar 05 2025 3:46pm USER: Buzand

MASTERPLAN



Tammi Palm

From: Diane Bruce <president@bellevuenebraska.com>
Sent: Thursday, February 27, 2025 4:03 PM
To: Tammi Palm
Subject: [EXT] Zoning change support

1. hi Tammi - I can't make the meeting tonight, but I want to make sure the planning commission is aware of the Chambers support of the request to change the zoning in the entertainment district.

The zone change for the Bellevue Entertainment District is vital to ensuring the long-term health and growth of our local economy. By creating a vibrant hub for entertainment and commerce, we're laying the foundation for increased economic activity that will benefit businesses across the community and keep Bellevue thriving

- 1.
1. This project opens the door to exciting opportunities for new businesses to set up shop and for residents to find meaningful, local jobs. It's a win-win that strengthens our workforce and attracts innovative entrepreneurs eager to invest in Bellevue's future.
1. Expanding our tax base through the Entertainment District is a practical step toward easing the property tax burden on Bellevue residents. More revenue from this development means we can provide much-needed relief while still funding the services our community relies on.
1. Our members are fully in support of this zoning change

Happy to discuss with any member of the planning commission is they would like.

Thank you!!

Diane Bruce
President
Bellevue Chamber of Commerce & Community

Get [Outlook for iOS](#)

RECEIVED
FEB 27 2025
PLANNING DEPT.

ORDINANCE NO. 4179

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT THE NORTHWEST CORNER OF HWY 75 AND HIDDEN VALLEY DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4146 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except part for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) to MU (Mixed Use District)

(City of Bellevue)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2025.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

BELLEVUE ENTERTAINMENT DISTRICT

LOTS 1 THRU 5

A TRACT OF LAND BEING A PART OF TAX LOTS 20-21 AND 10TH STREET ROW VACATION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., BELLEVUE, SARPY COUNTY, NEBRASKA

EXISTING ZONING		
LOTS 1-5	ZONING	DESC.
	AG	AGRICULTURE

PROPOSED ZONING		
LOTS 1-5	ZONING	DESC.
	MU	MIXED USE

OWNER/DEVELOPER

HARRISON JOHNSON
CITY OF BELLEVUE
1500 WALL STREET
BELLEVUE, NE 68005

SURVEYOR

TERRY ROTHANZL
OLSSON
2111 S. 67TH STREET,
SUITE 200
OMAHA, NE 68106

ENGINEER

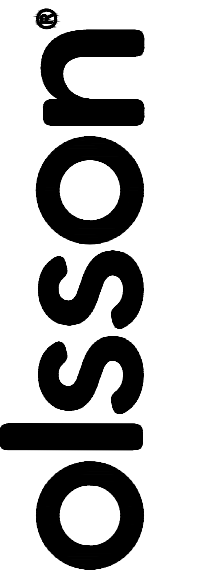
BRIAN SCHUELE
OLSSON
601 P STREET,
SUITE 200
LINCOLN, NE 68508

NOTES:

- CITY SHALL COORDINATE WITH NORTHERN NATURAL GAS TO RELOCATE THE EXISTING GAS MAIN, RELEASE THE BLANKET GAS MAIN EASEMENT OVER THE PROPERTY, AND GRANT A NEW 90° GAS MAIN EASEMENT OVER THE RELOCATED MAIN. REFERENCE UTILITY PLAN FOR EXISTING AND PROPOSED MAIN LOCATIONS.
- CITY SHALL COORDINATE WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) FOR THE VACATION OF THE EXISTING 10TH STREET RIGHT-OF-WAY.

LEGEND

(M)	MEASURED DISTANCE
(P)	PLATTED DISTANCE
—————	BOUNDARY LINE
-----	PROPOSED PROPERTY LINE
-----	EXISTING PROPERTY LINE
-----	PROPOSED EASEMENT LINE
XXXXXX	EXISTING 10TH STREET ROW TO BE VACATED



2111 South 67th Street
Suite 200
Omaha, NE 68106
olsson.com
TEL 402.341.1116
FAX 402.341.5895
Olsson - Engineering
Nebraska COA #CA-0638

REV. NO.	DATE	DESCRIPTION	BY

PRELIMINARY PLAT
PRELIMINARY PLAT SUBMITTAL
BELLEVUE ENTERTAINMENT DISTRICT
S. 10TH STREET & HIDDEN VALLEY DRIVE
BELLEVUE, NE

drawn by: _____ RN
designed by: _____ BS
project no.: 024-03706
date: 02/14/2025

SHEET
C1.0

F:\2024\03501-04000\024-03706\40-Design\AutoCAD\Final Plans\Sheets\GNCVC_PLT_02403706.dwg
DATE: Mar 05, 2025 5:48pm USER: bschuele

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
3/18/2025

COUNCIL MEETING DATE: March 18, 2025		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval for Lot 2, Kennedy Town Center Replat Eight, for the purpose of an automobile dealership; and small subdivision plat Lots 1 and 2, Kennedy Town Center Replat Eight. Applicant: Oxus, LLC. General Location: S. 22nd Street and Kennedy Avenue.

SYNOPSIS/BACKGROUND:

Harvey Atamov, on behalf of Oxus, LLC, has submitted a request for a change of zone (with site plan approval), and small subdivision plat for Lots 1 and 2, Kennedy Town Center Replat Eight. The rezoning request is needed to facilitate the small subdivision plat and the adjustment of the current lot lines. The rezoning request does not change what is already permitted for this area. The applicant is requesting site plan approval for Lot 2 to facilitate an automobile dealership. Site plan approval is required for the -PCO zone. An automobile sales and service dealership is a permitted use in the BGH (Heavy General Business) zoning district.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of this request.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4181"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Daniel Willis
Tammi Palm

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Oxus, LLC
 Case #'s: Z-2412-12, S-2412-21
 CITY COUNCIL HEARING DATE: April 1, 2025

REQUEST: to rezone Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval for Lot 2, Kennedy Town Center Replat Eight, for the purpose of an automobile dealership; and small subdivision plat Lots 1 and 2, Kennedy Town Center Replat Eight.

On February 27, 2025, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance and Comprehensive Plan, subject to the completion of the technical deficiencies.

VOTE:

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

Planning Commission Hearing (s) was held on: February 27, 2025

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2412-12
S-2412-21

FOR HEARING OF:
REPORT #1: February 27, 2025
REPORT #2: April 1, 2025

I. GENERAL INFORMATION

A. APPLICANT:

Oxus, LLC
Attn: Harvy Atamov
6115 L Street
Omaha, NE 68117

B. PROPERTY OWNER:

Oxus, LLC
6115 L Street
Omaha, NE 68117

C. GENERAL LOCATION:

South 22nd Street and Kennedy Avenue

D. LEGAL DESCRIPTION:

Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Kennedy Town Center Replat Eight, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO.
2. Small subdivision plat of Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three.

3. Site plan approval for Lot 2, Kennedy Town Center Replat Eight, for the purpose of an automobile dealership.

F. EXISTING ZONING AND LAND USE:

BG-PCO and BGH-PCO/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone (with site plan approval) and small subdivision plat for the construction of an automobile dealership.

H. SIZE OF SITE:

The site is approximately 5.579 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RD-60 (across West Chandler Road)
2. **East:** Vacant, Commercial/Woodhouse (across S 19th Circle), BGH-PCO
3. **South:** Commercial/Corwin Toyota, BGH-PCO
4. **West:** Commercial and Multi Family Residential, BG-PCO and RG-20-PS (across South 22nd Street)

C. RELEVANT CASE HISTORY:

1. On April 27, 2006, the Planning Commission recommended approval of a request to rezone Lots 1 through 84, inclusive, Kennedy Town Center, being a replat of Lots, 1 through 16, inclusive, and Outlots 1 and 2, Kennedy Center Replat, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from BG-C to BG-C, BN, and RG-20-PD for the purpose of commercial and residential development; site plan approval for Lots 1 through 84, inclusive, Kennedy Town Center; preliminary plat Lots 1 through 84, inclusive, Kennedy Town Center; and waiver of Section 6-4, and Section 6-7 (4) and (7), Subdivision Regulations. The City Council approved the aforementioned requests on August 14, 2006.
2. On May 22, 2006, the Planning Commission recommended approval of a request to final plat Lots 1 through 84, inclusive, Kennedy Town Center, being a replat of Lots 1 through 16, inclusive, and Outlots 1 and 2, Kennedy Center Replat, located

in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska. The City Council approved these requests on August 14, 2006.

3. On September 27, 2011, the small subdivision plat of Lots 1 and 2, and Outlot A, Kennedy Town Center Replat Four, being a replat of Lot 73, Kennedy Town Center, located in the Southwest 1/4 of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska was administratively approved.

4. On September 24, 2020, the Planning Commission recommended approval of a request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2 Kennedy Town Center Replat Four, located in the Southwest 1/4 of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development; and small subdivision plat Lots 2 and 2A, Kennedy Town Center. The City Council approved these requests on October 20, 2020.

5. On February 27, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Kennedy Town Center Replat Eight, being a replat of Lot 75 Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BG-PCO and BGH-PCO for the purpose of an automobile dealership.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Section 5.24, Zoning Ordinance, regarding BGH uses and requirements.
3. Section 5.25, Zoning Ordinance, regarding Planned Center Overlay uses and requirements.
4. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as commercial.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The MAPA 2022 average annual daily traffic (AADT) data for the southbound Highway 75 off-ramp to Chandler Road was 19,000 vehicles per day. The AADT for the intersection of 25th Street and Chandler Road was 19,000 vehicles for both directions along Chandler Road in 2022.

2. Proposed Lot 1 has access from South 22nd Street while proposed Lot 2 has access from both South 22nd Street to the west and South 19th Circle to the east.

D. UTILITIES:

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

E. ANALYSIS:

1. Harvey Atamov, on behalf of Oxus, LLC, has submitted a request for approval of a rezoning for Lots 1 and 2, Kennedy Town Center Replat Eight, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO, and a small subdivision plat for Lots 1 and 2, Kennedy Town Center Replat Eight.

The rezoning request is necessary to facilitate the small subdivision plat and the adjustment of the current lot lines.

The intent of the BG district is to provide for a wide range of retail and service establishments.

The intent of the BGH district is to provide for the widest range of retail and service establishments short of actual industrial operations.

The rezoning request does not change what is already permitted for this area.

2. Along with the rezoning request, the applicant is requesting site plan approval for Lot 2 to facilitate the construction of an automobile dealership. Site plan approval is required for the -PCO zone.

An automobile sales and service dealership is a permitted use in the BGH (Heavy General Business) zoning district.

3. The site plan for proposed Lot 2 consists of a 24,160 square foot car dealership with an associated storage building. Per the applicant, the storage building will be used for additional equipment and parts.

4. The site plan for Luxe Automotive shows a total of 120 standard parking stalls and three ADA parking stalls for a total of 123 parking stalls. The ordinance

requires one stall for each 400 feet of floor area; therefore, the applicant meets the minimum requirements for parking.

5. The site contains a regional detention basin on Lot 2. This basin has been in existence since the original development was created, approximately eighteen years ago.

The city has been in the process of studying water drainage and detention in this area. Jacobs Engineering has been contracted by the city to do so. The regional detention basin on this property was included in the overall study.

The Luxe Auto development is including additional detention on site along the western portion of the development. A portion of their proposed drainage network will also connect to the regional detention basin; however, this detention will discharge at a pre-development rate.

City engineers, as well as the city contracted JEO engineer, are comfortable with the drainage report as submitted and revised.

6. A separate landscape plan was submitted by the applicant for the site plan approval of Lot 2. The landscape plan meets minimum requirements.

7. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Sarpy County Planning Director/designee, Sarpy County GIS/911, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

County Surveyor Michael Sharp had technical comments regarding the small subdivision plat. The comments have since been satisfied.

Public Works Engineer Matt Knight, along with the city's consultant from JEO had technical comments pertaining to drainage and site design. These comments have since been addressed by the applicant's engineer.

No other comments were received on this case.

8. The applicant will be required to meet the regulations of Section 8.12, Zoning Ordinance, for design standards for the automobile sales and service dealership and associated storage building. This will be done as part of the building permit process.

9. Given the existing nature of the development and underlying zoning, staff believes this is an appropriate use of the property.

10. This request is in conformance with the Future Land Use Map of the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance and Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance and Comprehensive Plan, subject to the completion of the technical deficiency.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2024 GIS aerial photo of the property
3. Small Subdivision Plat received January 23, 2024
4. Site Plan received February 14, 2025
5. Landscape Plan received February 14, 2025
6. Justification letter from Parviz Atamov received January 23, 2025

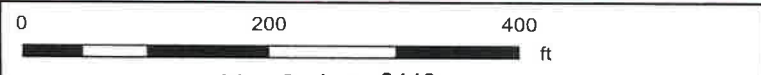
VII. COPIES OF REPORT TO:

1. Oxus, LLC- Harvey Atmov
2. Croker Huck Law Firm – Elizabeth Sevcik
3. Cornerstone Surveying, LLC – Jeff Daharsh
5. Public Upon Request


Assistant Planning Manager


Planning Director 03/11/2025
Date of Report

Kennedy Town Center Replat Eight



Map Scale 1: 2449

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



Notes



Kennedy Town Center Replat Eight



Sarpy County GIS



Map Scale 1: 2449

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



Notes



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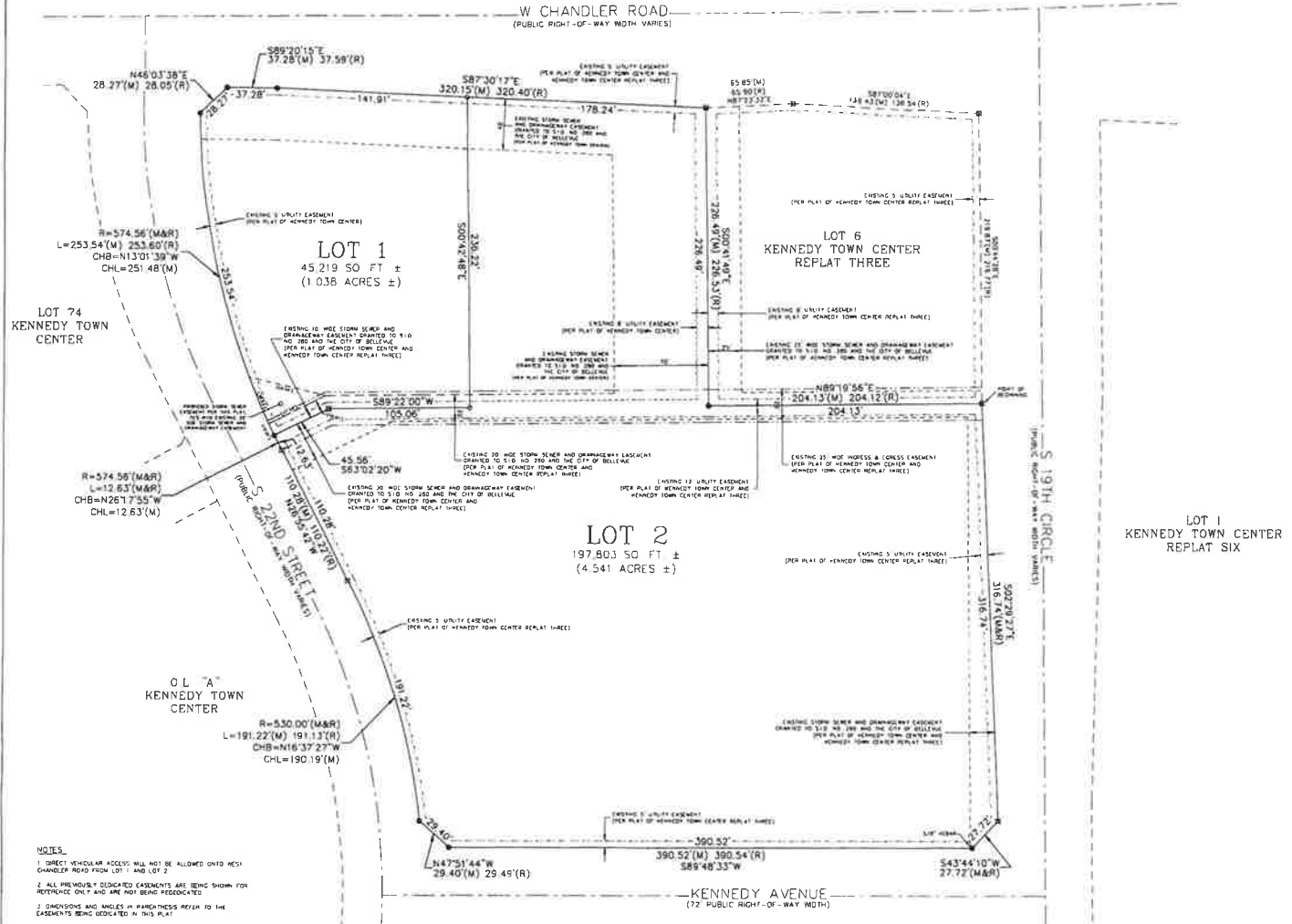
JAN 23 2025

PLANNING DEPT.

W CHANDLER ROAD
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

KENNEDY TOWN CENTER REPLAT EIGHT

LOTS 1 AND 2
BEING A REPLAT OF ALL OF LOT 75, KENNEDY TOWN CENTER
AND ALL OF LOT 5, KENNEDY TOWN CENTER REPLAT THREE,
CITY OF BELLEVUE, LYING IN THE SW1/4 OF SECTION 15,
T14N, R13E, 6TH P.M., SARPY COUNTY, NEBRASKA



LEGAL DESCRIPTION
 LOTS 1 AND 2, KENNEDY TOWN CENTER REPLAT EIGHT BEING A REPLAT OF ALL OF LOT 75, KENNEDY TOWN CENTER AND ALL OF LOT 5, KENNEDY TOWN CENTER REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE CITY OF BELLEVUE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST-CORNER CORNER OF SAID LOT 3, KENNEDY TOWN CENTER REPLAT THREE; THENCE S62°52'27\"/>

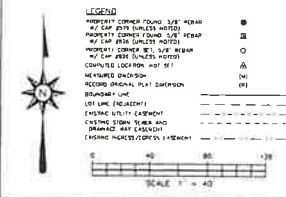
LAND SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT AS A PROFESSIONAL LAND SURVEYOR OF THE STATE OF NEBRASKA UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A BOUNDARY SURVEY OF THE LAND DESCRIBED ON THIS ACCOMPANYING SURVEY PLAT, THAT SAID SURVEY PLAT IS A TRUE DECLARATION OF THE SURVEY PERFORMED AND WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS NAMED AS SHOWN AND THAT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS, AND POINTS OF ALL CURVES ON THIS SURVEY PLAT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND ACCORDING WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY. THIS SUBDIVISION IS AS SHOWN AS KENNEDY TOWN CENTER REPLAT EIGHT. (LOT NUMBERS AS SHOWN)

OWNER'S DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT I, N.C. UNUS, LLC, OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATION AND CHECKED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS KENNEDY TOWN CENTER REPLAT EIGHT. LOTS NUMBERED AS SHOWN, AND WE DO HEREBY GRANT AND APPROVE THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT HEREBY EASEMENTS TO DRINKS PUBLIC POWER DISTRICT (DPPD) FOR CONDUITS FOR LAND CONDUITS CROSSING A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, THE REAR EXTENSION LOTS IS HEREBY REDUCED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION TO THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FOOT WIDE WITH THE ADJACENT LAND IS SURVEYED, PLATTED, AND RECORDED AND WE DO HEREBY FURTHER GRANT PERPETUAL EASEMENTS TO KENNEDY TOWN UTILITIES DISTRICT AND FOR BULK HEADS DURING THEIR SUCCESSIONS AND RESONS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR, AND RENEW PIPELINES, TOWERS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREIN LINES FOR THE TRANSMISSION OF GAS AND WATER OR, FIBER, UNDER, AND ABOVE, A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL SIDES.

NO PERMANENT BUILDINGS OR DETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS BUT THE SAME MAY BE USED FOR GARDENS, CURBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INHIBIT OR INTERFERE WITH THE FORESAID USES OR RIGHTS HEREBY GRANTED.

APPROVAL OF NOTARIES
 NAME OF NOTARY PUBLIC: JERRY L. DAWSON, P.L.S. #829
 ADDRESS: 1425 BAYTON CIRCLE, SUITE 15, OMAHA, NE 68137

SARPY COUNTY TREASURER'S CERTIFICATE
 THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR ACCRUED AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATION AND EMBODIED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE ON THIS 2025.



APPROVAL OF THE BELLEVUE CITY COUNCIL
 THIS FINAL PLAT OF KENNEDY TOWN CENTER REPLAT EIGHT, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA ON THIS _____ DAY OF _____, 2025.

APPROVAL OF THE BELLEVUE PLANNING COMMISSION
 THIS FINAL PLAT OF KENNEDY TOWN CENTER REPLAT EIGHT, WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION OF THE CITY OF BELLEVUE, NEBRASKA ON THIS _____ DAY OF _____, 2025.

CHAIRPERSON: BELLEVUE PLANNING COMMISSION

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS FINAL PLAT OF KENNEDY TOWN CENTER REPLAT EIGHT, WAS REVIEWED BY THE SARPY COUNTY PUBLIC WORKS ON THIS _____ DAY OF _____, 2025.

SARPY COUNTY SUPERVISOR'S CHECK

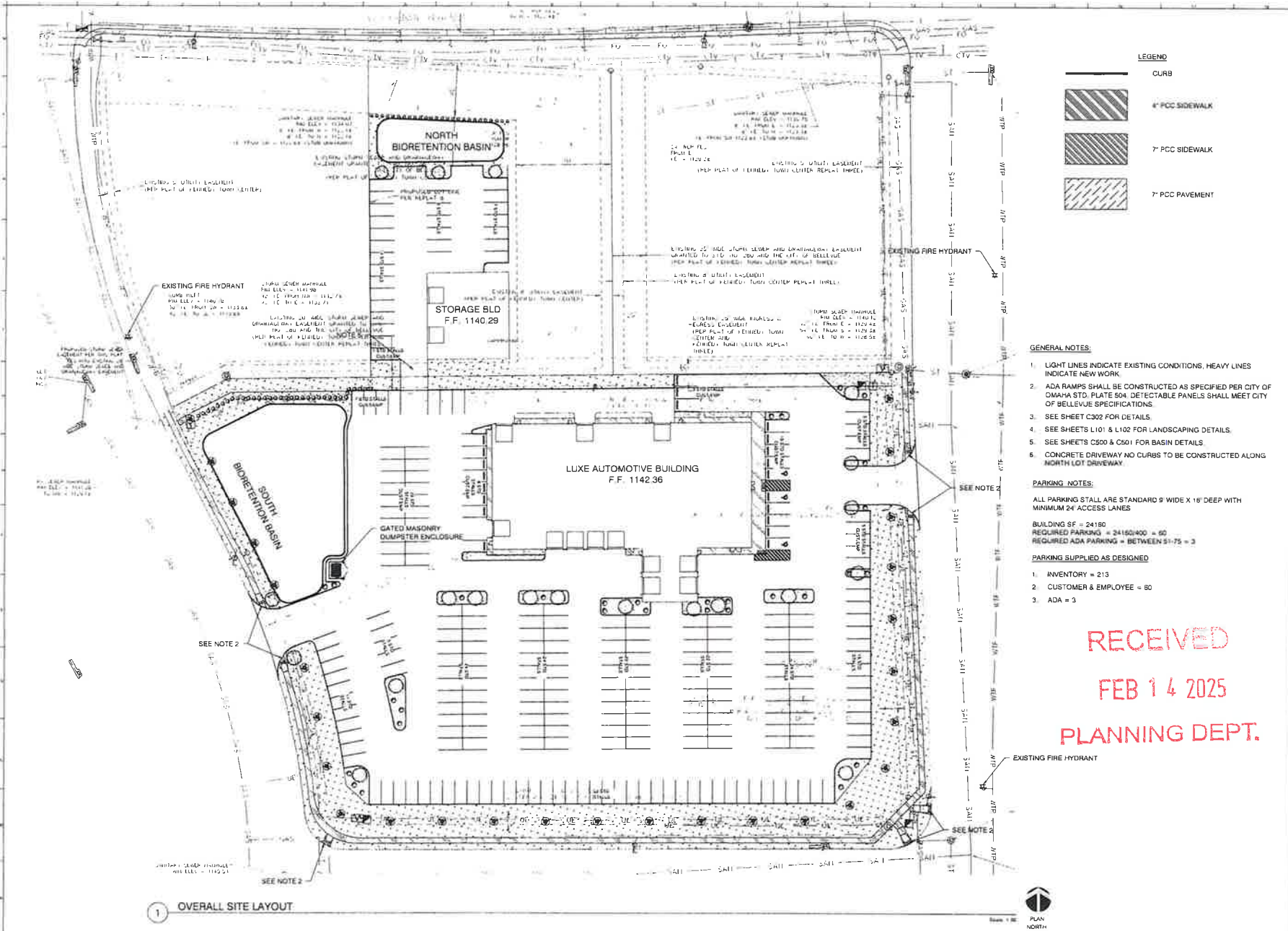
THIS FINAL PLAT OF KENNEDY TOWN CENTER REPLAT EIGHT, WAS REVIEWED BY THE SARPY COUNTY SUPERVISOR ON THIS _____ DAY OF _____, 2025.





KENNEDY TOWN CENTER REPLAT EIGHT
 BEING A REPLAT OF LOTS 1 AND 2
 AND ALL OF LOT 5, KENNEDY TOWN CENTER
 AND ALL OF LOT 5, KENNEDY TOWN CENTER REPLAT THREE,
 CITY OF BELLEVUE, LYING IN THE SW1/4 OF SECTION 15,
 T14N, R13E, 6TH P.M., SARPY COUNTY, NEBRASKA

BOOK: 23-01
 PAGE: 40-47
 PROJECT: 240316
 DATE: JANUARY 10, 2025

CORNERSTONE SURVEYING, LLC
 1425 BAYTON CIRCLE, SUITE 15, OMAHA, NE 68137

PAGE 1 OF 1



- LEGEND**
-  CURB
 -  4" PCC SIDEWALK
 -  7" PCC SIDEWALK
 -  7" PCC PAVEMENT

- GENERAL NOTES:**
1. LIGHT LINES INDICATE EXISTING CONDITIONS, HEAVY LINES INDICATE NEW WORK.
 2. ADA RAMP SHALL BE CONSTRUCTED AS SPECIFIED PER CITY OF OMAHA STD. PLATE 504. DETECTABLE PANELS SHALL MEET CITY OF BELLEVUE SPECIFICATIONS.
 3. SEE SHEET C302 FOR DETAILS.
 4. SEE SHEETS L101 & L102 FOR LANDSCAPING DETAILS.
 5. SEE SHEETS CS00 & CS01 FOR BASIN DETAILS.
 6. CONCRETE DRIVEWAY NO CURBS TO BE CONSTRUCTED ALONG NORTH LOT DRIVEWAY.
- PARKING NOTES:**
- ALL PARKING STALL ARE STANDARD 9' WIDE X 18' DEEP WITH MINIMUM 24' ACCESS LANES
- BUILDING SF = 24180
 REQUIRED PARKING = 24180/400 = 60
 REQUIRED ADA PARKING = BETWEEN 91-75 = 3
- PARKING SUPPLIED AS DESIGNED**
1. INVENTORY = 213
 2. CUSTOMER & EMPLOYEE = 80
 3. ADA = 3

RECEIVED
 FEB 14 2025
 PLANNING DEPT.

1 OVERALL SITE LAYOUT

CLIENT
LUXE AUTOMOTIVE
 8115 L STREET
 OMAHA, NEBRASKA

PROJECT NAME AND ADDRESS
 LUXE AUTOMOTIVE - NEW FACILITY
 LOT 5A & 7S KENNEDY TOWN CENTER
 BELLEVUE, NEBRASKA

DATE
 01-01-23

BY
 02/22/2024

SCALE
 GRAPHIC SCALE - FEET

CONSULTANTS
J3 CIVIL ENGINEERING
 CIVIL CONSULTANTS
 1026 81ST AVE, OMAHA, NE
 402.575.0118
 www.j3civil.com

NOT FOR CONSTRUCTION

DATE
 01-01-23

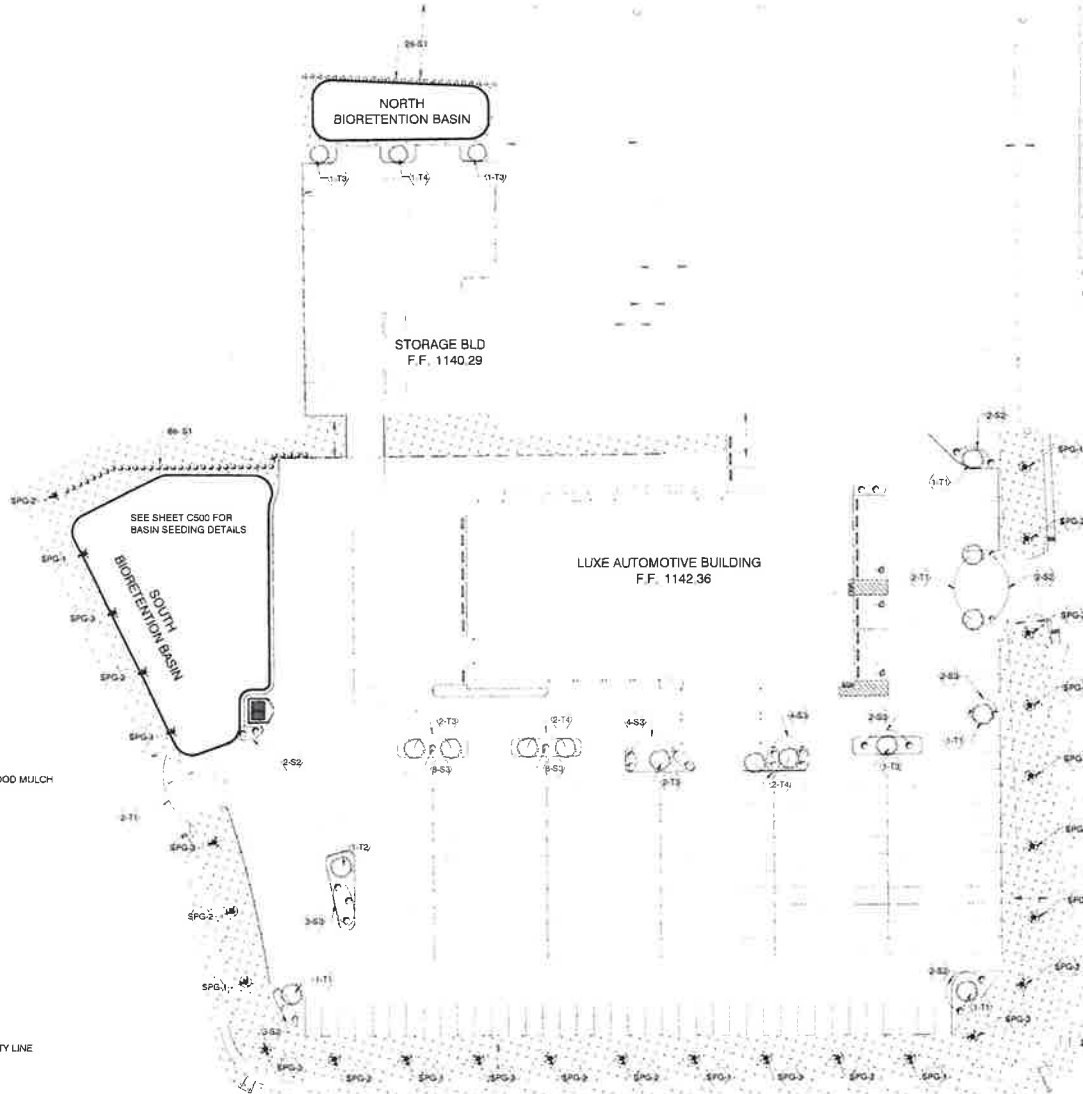
BY
 02/22/2024

SCALE
 GRAPHIC SCALE - FEET

SITE LAYOUT

C001

RECEIVED
 FEB 14 2025
 PLANNING DEPT.



1) LANDSCAPING PLAN

PLANT SCHEDULE*

I.D.	TYPE	QTY	COMMON NAME	SCIENTIFIC NAME	CONTAINER TYPE	SIZE	PLANTING SPACING
(11)	TREE	8	Concolor Fir	<i>Abies concolor</i>	B & B**	4' Hc. Min.	Single
(12)	TREE	1	Shrubmastic Honeylocust	<i>Castanea incana</i> var. <i>inermis</i>	B & B**	2' Dia. Min.	Single
(13)	TREE	4	Spring Snow Crabapple	<i>Malus x Spring Snow</i>	B & B**	2' Dia. Min.	Single
(14)	TREE	4	Flame Flower Crabapple	<i>Malus verticillata</i> 'Flame Red'	B & B**	2' Dia. Min.	Single
(15)	TREE	9	Columnar Sugar Maple	<i>Acer saccharum</i> 'Monumental'	PO1	3 gal. min.	SPG-1 (SEE DTL 2)
(16)	TREE	8	Japanese Pagoda Flowering Quince Tree	<i>Prunus serrulata</i> 'Amanogawa'	PO1	3 gal. min.	SPG-2 (SEE DTL 2)
(17)	TREE	9	Green Pampas	<i>Pinus sylvestris</i> 'Green Pampas Dwarf Scots Pine'	PO1	4' Hc. Min.	SPG-3 (SEE DTL 2)
(18)	SHRUB	70	Hickory Tree	<i>Taxus canadensis</i>	PO1	3 gal. min.	4-500
(19)	SHRUB	11	Flowering Nandina	<i>Physalis alkekengi</i> 'N7'	PO1	2 gal. min.	Single
(20)	SHRUB	16	Bonanza Littleleaf Japanese Holly	<i>Ilex pedunculata</i>	PO1	2 gal. min.	Single
(21)	SHRUB	27	Dwarf Hickory Cypress	<i>Chamaecyparis obtusa</i> 'Nana'	PO1	2 gal. min.	SPG-1 (SEE DTL 2)
(22)	SHRUB	27	Crimson Pygmy Barberry	<i>Berberis thunbergii</i> 'Crimson Pygmy'	PO1	2 gal. min.	SPG-2 (SEE DTL 2)
(23)	SHRUB	27	Fast Tree Anemone	<i>Thalictrum aquilegifolium</i>	PO1	2 gal. min.	SPG-3 (SEE DTL 2)

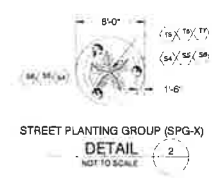
*QUANTITIES IN THIS TABLE ARE FURNISHED FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING QUANTITIES FROM DRAWINGS OR FIELD SPACING AS REQUIRED FOR ALL PLANTINGS.
 **TREES MARKED B & B MAY BE BAREROOT. CONTRACTOR SHALL BE RESPONSIBLE FOR SPECIAL CARE REQUIRED AND A FULL YEAR'S SURVIVAL OF HEALTHY SPECIMENS.
 ***12" - SEASONAL; E - EVERGREEN.

- NOTES
- SEE CITY OF OMAHA STD PLATE 804-01 AND LANDSCAPING NOTES FOR PLANTING SPECIFICATIONS.
 - ALL TREES TO BE STAKED AND BRACED FOR 2-YEARS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS, REPLACEMENTS, ADJUSTMENTS, AND REMOVAL OF STAKING AS NECESSARY DURING THIS PERIOD.
 - ALTERNATIVE TREE AND SHRUB SPECIES AND VARIETIES MAY BE ACCEPTABLE WITH PRIOR APPROVAL OF LANDSCAPE DESIGNER.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICT IDENTIFICATION.
 - ALL MULCHED AREAS TO BE CONTAINED WITH STEEL EDGING, ALTERNATIVES TO STEEL EDGING TO BE APPROVED BY LANDSCAPE DESIGNER AND CITY PLANNING DEPARTMENT.
 - ALL LANDSCAPED AREA SHALL HAVE IRRIGATION AS REQUIRED TO MAINTAIN PLANT HEALTH.
 - TURF AREA TO BE SEEDED OR SODDED. SEE LANDSCAPING NOTED FOR SEEDING AND SODDING SPECIFICATIONS AND REQUIREMENTS.

LANDSCAPING CALCULATIONS

LANDSCAPE TYPE	REQUIREMENT	REQUIRED	AS DESIGNED
PARKING LOT LANDSCAPE AREA	19.5% PARKING STALL	4855 SF	5740 SF
PARKING LOT TREES	1 TREE/1000 SF LANDSCAPE AREA	16	19
PARKING LOT SHRUBS	1 SHRUB/1000 SF LANDSCAPE AREA	16	20
STREET TREES	1 TREE/40 STREET FEET	27	31
STREET SHRUBS	3 SHRUBS/40 STREET FEET	81	81
1/4" PERIMETER SHRUBS*	1 SHRUB/5 FEET	88	88
EVERGREEN REQUIREMENTS			
TREES	1/2 OF PLANTING REQUIRED	480	18
SHRUBS	1/2 OF PLANTING REQUIRED	2560	137

*This starting on all corners to the nearest "0" buffer zone according to the IBC Code and neighboring lots.



- SPG NOTES
- SPGS TO BE PLANTED IN A REPEATED SEQUENCE OF SPG-1, SPG-2, SPG-3. SEE PLANT SCHEDULE AND DETAIL 2.
 - DIAMETER OF SPG GROUPING IS MINIMUM AND SHALL BE ADJUSTED PER PLANT SOURCE REQUIREMENTS FOR PLANT WARRANTY VALIDATION.

CLIENT
 LUXE AUTOMOTIVE
 8119 L STREET
 OMAHA, NEBRASKA

PROJECT NAME AND ADDRESS
 LUXE AUTOMOTIVE
 5100 & KENNEDY AVE
 BELLEVUE, NEBRASKA
 FIRM NAME AND ADDRESS

MG ENGINEERING
 CIVIL | STRUCTURAL
 4017 W 150th Ave, Omaha, NE
 404.750.1919
 www.mgeng.com

CONSULTANTS
 J3 CIVIL ENGINEERING
 CIVIL CONSULTANTS
 110 N 35th Ave, Omaha, NE
 404.750.1919
 www.j3eng.com

REVISIONS

FILE LOG

NOT FOR CONSTRUCTION

PROJECT NUMBER: 24-01-23
 DATE: 12.21.2024
 SCALE: 1/8" = 1'-0"
 GRAPHIC SCALE: FEET

LANDSCAPING PLAN

PROJECT NUMBER: 24-01-23
 DATE: 12.21.2024
 SCALE: 1/8" = 1'-0"
 GRAPHIC SCALE: FEET

LANDSCAPING PLAN

PROJECT NUMBER: 24-01-23
 DATE: 12.21.2024
 SCALE: 1/8" = 1'-0"
 GRAPHIC SCALE: FEET

LANDSCAPING PLAN

OXUS, LLC
6118 L Street
Omaha, NE 68117
402-813-1111

January 23, 2025

VIA ELECTRONIC MAIL

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

Re: Kennedy Town Center, Lots 5 BGH-PCO & Lot 75 BG-PCO – Letter of Justification for Rezoning Application

Dear Ms. Palm,

On behalf of Oxus, LLC, the legal owner of the properties referenced above, I am pleased to submit this application to the City of Bellevue Planning Department for review. This application seeks approval for the following actions:

1. **Small Subdivision Plat Approval:**
 - o Replatting Lot 75 into two parcels, designated as Lot 1 and Lot 2.
 - o Merging a portion of Lot 75 with Lot 5.
2. **Rezoning Application Approval:**
 - o Rezoning the portion of Lot 75 merging with Lot 5 (designated Lot 2) from BG-PCO to BGH-PCO

The proposed subdivision, named **Kennedy Town Center Replat Eight**, encompasses **5.579 acres (243,022 square feet)** and consists of Lots 1 and 2 replatting all of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three. The properties are located at Chandler Road and South 22nd Street, Bellevue, Sarpy County.

Lot 1 is planned for the development of a **commercial retail store for AutoZone as its sole use**. Lot 2 will support the development of a new **automobile sales and service dealership**, requiring the proposed zoning change to align with its intended use.

The reconfiguration ensures that both lots meet the necessary acreage and setback requirements, complying with City of Bellevue zoning and subdivision regulations. These changes are designed to support the proposed developments and enhance the commercial viability of Kennedy Town Center.

Thank you for considering this application. Should you have any questions or require additional information, please do not hesitate to contact me at 402-813-1111 or via email at harvey@luxauto.com.

Sincerely,

OXUS, LLC



Parviz Atamov

RECEIVED
JAN 23 2025
PLANNING DEPT.

ORDINANCE NO. 4181

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 22ND STREET AND KENNEDY AVENUE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4146 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BG-PCO (General Business District - Planned Center Overlay District) and BGH-PCO (Heavy General Business District - Planned Center Overlay District) to BG-PCO (General Business District – Planned Center Overlay District); AND

Lot 2, Kennedy Town Center Replat Eight, being a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BG-PCO (General Business District – Planned Center Overlay District) and BGH-PCO (Heavy General Business District - Planned Center Overlay District) to BGH-PCO (Heavy General Business District – Planned Center Overlay District)

(Oxus, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Kennedy Town Center Replat Eight is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2025.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/18/2025		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Public Hearing on the request of a privately-operated Farmers Market at Washington Park

SYNOPSIS/BACKGROUND:

Event Application for an Event License shall have a public hearing before the City Council. In accordance to the ordinance, Sarah Milligan has submitted an application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, May 31, 2025 to September 20, 2025 (with the exception of the weekend of Arrows to Aerospace 2025, if held) from 7:00 a.m. to 1:30 p.m.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: n/a CIP PROJECT NAME: n/a

STREET DISTRICT NAME (S): n/a STREET DISTRICT NUMBER (S): n/a

ACCOUNTING DISTRUBUTION CODE: n/a ACCOUNT NUMBER: n/a

RECOMMENDATION:

Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, May 31, 2025 to September 20, 2025 (with the exception of the weekend of Arrows to Aerospace 2025, if held) from 7:00 a.m. to 1:30 p.m. and to waive the fees.

ATTACHMENTS:

- Application for Farmers Market
- Comments from Police, Parks, & Streets
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



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

APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET ON CITY-OWNED PROPERTY

The undersigned hereby makes application to privately conduct or operate a Farmers Market on City-owned property, and hereby submits the following facts in support thereof:

Date of Application: 2/24/2025
Applicant Name: Sarah Milligan Phone: 402-239-8269 Email: bellevuenefarmersmarket@yahoo.com
Address: 2217 Franklin Street City: Bellevue State: NE Zip: 68005
Dates of Proposed Activity: May 31, 2025 to September 20, 2025
Location of Proposed Activity: Washington Park Hours of Operation: 7:00 a.m. to 1:30 p.m.

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

- 1. Sanitary Facilities: Restrooms in park for vendors and residents per state department
2. Running Water: Use of water pump in park
3. Power: Use of electrical outlets around park and gazebo
4. Parking: Around park and residential street area

Any other request per applicant: Waiver of fees

Police Department Recommendations:

Parks Department Recommendations:

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

Signature of Applicant: [Handwritten Signature] Date: 2-24-25

FOR CITY OFFICE USE ONLY:

City Council Meeting on: _____



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. Kurt Stroehrer
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: February 24, 2025

SUBJECT: Approve request of application for Sarah Milligan (Farmers Market) at Washington Park from May 31, 2025 to September 20, 2025 from 7:00 a.m. to 1:30 p.m. (with the exception of the weekend of Arrows to Aerospace, 2025, if held), and to waive the application fee. Please review and provide any comments.

Please make comments on the above request and return to Susan Kluthe, by, March 3, 2025. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No comments or concerns from Police.

Cpt. K. Stroehrer #171

Signature or Fill in Your Name

2-25-25

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. Kurt Stroehler
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: February 24, 2025

SUBJECT: Approve request of application for Sarah Milligan (Farmers Market) at Washington Park from May 31, 2025 to September 20, 2025 from 7:00 a.m. to 1:30 p.m. (with the exception of the weekend of Arrows to Aerospace, 2025, if held), and to waive the application fee. Please review and provide any comments.

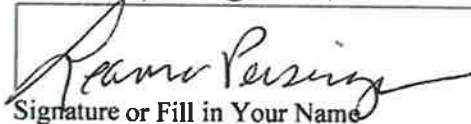
Please make comments on the above request and return to Susan Kluthe, by, March 3, 2025. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

NO ISSUES. Thanks!

Jim Shada


Signature or Fill in Your Name

2.25.25

Date

Shirley Harbin

From: Bobby Riggs
Sent: Tuesday, March 11, 2025 2:13 PM
To: Shirley Harbin; David Goedeken
Cc: Susan Kluthe
Subject: RE: Farmers Market Event Review

Ok
I received it.
Yeah, no position, no comments.
Figured since the form says it would be processed if nothing came back, it would be.
Go ahead with plans to finalize without comment

- Bobby Riggs

----- Original message -----

From: Shirley Harbin <Shirley.Harbin@bellevue.net>
Date: 3/11/25 2:09 PM (GMT-06:00)
To: Bobby Riggs <Bobby.Riggs@bellevue.net>, David Goedeken <david.goedeken@bellevue.net>
Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: FW: Farmers Market Event Review

Gentleman,
I am getting ready to scan this into the Council packet. Could you please return your review forms before 3:30 today. Thanks.

Kind Regards,

Shirley R. Harbin
Deputy City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Wk: (402) 293-3165
Fax: (402) 293-3068

From: Shirley Harbin
Sent: Monday, February 24, 2025 4:01 PM
To: Larry Lampman <Larry.Lampman@bellevue.net>; John Stuck <John.Stuck@bellevue.net>; Kurt Stroehler <Kurt.Stroehler@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>

Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>; Leanna Persinger <leanna.persinger@bellevue.net>

Subject: Farmers Market Event Review

Good afternoon,

Attached is the Farmers Market Application for 2025. Also attached is the event review form on a request of application for Sarah Milligan (Farmers Market) at Washington Park from May 31, 2025 to September 20, 2025 from 7:00 a.m. to 1:30 p.m. (with the exception of the weekend of Arrows to Aerospace, 2025, if held), and to waive the application fee. **Please review and provide any comments by Monday, March 3, 2025.**

Thank you.

Kind Regards,

Shirley R. Harbin
Deputy City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Wk: (402) 293-3165
Fax: (402) 293-3068

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

**14b.
3/18/2025**

COUNCIL MEETING DATE: 03/18/2025		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival Event on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; on Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m.; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

SYNOPSIS/BACKGROUND:

The "Bellevue Rocks Riverfront Festival" is an event held by the Bellevue Community Foundation which will be held at American Heroes Park. The event will be held on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m. on Saturday, June 7, 2025; Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m. on Sunday June 8, 2025; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue

FISCAL IMPACT: \$50 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:

Recommend approval of event application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m. on Saturday, June 7, 2025; Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m. on Sunday June 8, 2025; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue

ATTACHMENTS:

- | | | |
|----------------------------------|---------------------------------------|----------|
| 1. Application for Event License | 2. Comments from PD, Streets, & Parks | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL AS TO FORM: _____

Daniel Willis
[Signature]
 June 7 12

Notice of Public Hearing
Bellevue Rocks Riverfront Festival

Pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, March 18, 2025, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the application request from Midlands Community Foundation/Bellevue Community Foundation to hold the Bellevue Rocks Riverfront Festival Event on Thursday, June 5th – Sunday, June 8th, 2025 at American Heroes Park, Bellevue.

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

Susan Kluthe
City Clerk



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: Midlands Community Foundation/Bellevue Community Foundation Date: June 5-8, 2025

Contact Person Information for Organization:

Name: Phil Davidson Phone: 402-659-1380 Email: bellevuecommunityfoundation@gmail.com

Address: P.O. Box 254 City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Bellevue Rocks Riverfront Festival

Location of Event/Alternate Location:

American Heroes Park

Dates of Event: June 5-8, 2025 Alternate Dates: Hours of Event: June 5-8, 2025 4pm to 1:00am June 9 - 12 pm to 5 pm

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

- 1. Sanitary Facilities: Porta Potties
2. Running Water: Portable Tanks
3. Power: Rented Generators
4. Parking: On-site, Haworth, Bellevue East with transportation
5. Insurance: Yes

(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: [Handwritten Signature]

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

Request to waive \$50.00 fee

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____, _____.

City Council hearing date: _____

License Fee of \$50 paid on: _____ Receipt #: _____



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. Kurt Stroecher
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: March 5, 2025

SUBJECT: Recommend approval of Event Application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m. on Saturday, June 7, 2025; on Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m. on Sunday June 8, 2025; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Monday, March 10, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

- Comments
- No Comments

BPD will be fully prepared for this event.

Capt. Kurt Stroecher
Digitally signed by Capt. Kurt Stroecher
Date: 2025.03.06 10:14:15 -06'00'

Signature or Fill in Your Name

2-6-25

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. Kurt Stroehler
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: March 5, 2025

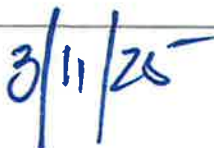
SUBJECT: Recommend approval of Event Application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m. on Saturday, June 7, 2025; on Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m. on Sunday June 8, 2025; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Monday, March 10, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

- Comments
- No Comments

Street Department has no known conflicts with the event as planned.
The department will assist with preparation, cleaning and barricading for the event as needed.


Signature or Fill in Your Name


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. Kurt Stroehler
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: March 5, 2025

SUBJECT: Recommend approval of Event Application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m. on Saturday, June 7, 2025; on Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m. on Sunday June 8, 2025; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Monday, March 10, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

ALL IS GOOD!

J Shada
Signature or Fill in Your Name
Kanna Perunija

3-6-25
Date

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

**14b1.
3/18/2025**

COUNCIL MEETING DATE: 03/18/2025		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval of a Special Designated Liquor License for Midlands Community Foundation/Bellevue Community Foundation

SYNOPSIS/BACKGROUND:

The Bellevue Community Foundation would like to be able to sell beer and distilled spirits for Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m.; on Friday; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m.; on Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m.; and on Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. SDL applications are turned in directly to the City Clerk's Office. Application is reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a the Special Designated Liquor License (SDL) application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m. on Saturday, June 7, 2025; on Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m. on Sunday June 8, 2025; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

ATTACHMENTS:

1. <input type="text" value="Application"/>	2. <input type="text" value="Police Report"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____





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

SPECIAL DESIGNATED LIQUOR LICENSE POLICE REPORT

Date Emailed: 3/5/2025 Due to City Clerk By: 3/10/2025

Applicant Name: Midlands Community Foundation (Bellevue Community Foundation) Phone: 402-659-1380

Location/Address: PO Box 254 City: Bellevue State: NE Zip: 68005

Date/Dates: June 5 - June 8, 2025 Time: June 5-7th 4 p.m. - 1:00 a.m. June 8th 12 p.m. - 6 p.m.

Alternate Date/Dates: Alternate Time:

Requested Action:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m. on Saturday, June 7, 2025; Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m. on Sunday June 8, 2025; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

Comments:

No comments or concerns from Police

No Comment:



Print Name: Capt. Kurt Stroehler Date: 3-6-25

Signature: Capt. Kurt Stroehler Digitally signed by Capt. Kurt Stroehler Date: 2025.03.06 10:15:09 -06'00'

FOR OFFICE USE ONLY:

APPROVED _____ DENIED _____ BY: _____ DATE: _____

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Midlands Community Foundation (Bellevue Community Foundation)

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

P.O. Box 254

Retail Liquor License Address or Non-Profit Business Address

51-0191738

Retail License Number or Non-Profit Federal ID #

<u>Consecutive Dates only</u>	6/5/2025	6/06/2025	6/07/2025	6/08/2025		
Event Date(s):						
Event Start Time(s):	4:00 PM	4:00 PM	4:00 PM	12:00 PM		
Event End Time(s):	1:00 AM	1:00 AM	1:00 AM	6:00 PM		

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: American Heroes Park

Event Street Address/City: 2500 Payne Drive, Bellevue, NE

Indoor area to be licensed in length & width: X

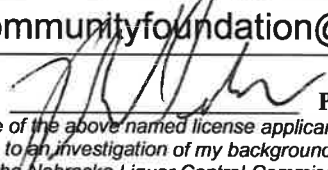
Outdoor area to be licensed in length & width: 400 X 500 (Diagram Form #109 must be attached)

Type of Event: Community Festival Estimate # of attendees: 30,000

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Phil Davidson Event Contact Phone Number: 402-659-1380

Event Contact Email: bellevuecommunityfoundation@gmail.com

*Signature Authorized Representative:  Printed Name Phil Davidson

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature Date



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

SPECIAL DESIGNATED LIQUOR LICENSE POLICE REPORT

Date Emailed: 3/5/2025 Due to City Clerk By: 3/10/2025

Applicant Name: Midlands Community Foundation (Bellevue Community Foundation) Phone: 402-659-1380

Location/Address: PO Box 254 City: Bellevue State: NE Zip: 68005

Date/Dates: June 5 - June 8, 2025 Time: June 5-7th 4 p.m. - 1:00 a.m. June 8th 12 p.m. - 6 p.m.

Alternate Date/Dates: Alternate Time:

Requested Action:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 5, 2025 from 4:00 p.m. to 1:00 a.m. on Friday, June 6, 2025; Friday, June 6, 2025 from 4:00 p.m. to 1:00 a.m. on Saturday, June 7, 2025; Saturday, June 7, 2025 from 4:00 p.m. to 1:00 a.m. on Sunday June 8, 2025; and Sunday, June 8, 2025 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

Comments:

No Comment:

Empty checkbox

Print Name: Date:

Signature:

FOR OFFICE USE ONLY:

APPROVED DENIED BY: DATE:

**Bellevue Rocks Riverfront
Festival**

uant to Sec. 5-36 through 5-40 of
Bellevue City Code, on Tuesday,
h 18, 2025, at 6:00 p.m., the
Bellevue City Council will hold a
c hearing on the application
est from Midlands Community
idation/Bellevue Community
idation to hold the Bellevue
s Riverfront Festival Event on
sday, June 5th – Sunday, June
2025 at American Heroes Park,
Bellevue.

meeting is open to the public and
public is encouraged to attend.
ests for special accommodation
l be placed with the City Clerk
ast forty-eight hours prior to the
ting.

an Kluthe
Clerk
3/12 ZNEZ

NOTICE OF PUBLIC HEARING ON APPLICATION FOR SPECIAL DESIGNATED LICENSE (SDL)

Notice is hereby given Midlands Community Foundation/Bellevue Community Foundation has filed an application for a Special Designated License for June 5 – 8, 2025 at American Heroes Park, 2500 Payne Drive, Bellevue, Nebraska to have a beer garden during the Bellevue Rocks Riverfest Festival.

A public hearing on the application will be held at the City Council meeting on March 18, 2025, at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

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

Susan Kluthe
City Clerk

**APPLICATION
OR SPECIAL DESIGNATED
LICENSE (SDL)**

is hereby given Midlands
Community Foundation/Bellevue
Community Foundation has filed an
application for a Special Designated
License for June 5 – 8, 2025 at
American Heroes Park, 2500 Payne
Avenue, Bellevue, Nebraska to have
a beer garden during the Bellevue
Nebraska Riverfest Festival.

A public hearing on the application
will be held at the City Council
meeting on March 18, 2025, at 6:00
p.m. in the Council Chambers, 1500
Street, Bellevue, NE. At such
a hearing all persons desiring to give
evidence before the City Council will
be heard.

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

Jan Kluthe
City Clerk
Phone: 293-3007

14c.
3/18/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 3/18/25		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Emergency demolition of 4902/4906 Robin Dr. Bellevue, NE 68157 - LEGAL: LOT 11, EX N 5', SOUTHERN PARK ADDITION

SYNOPSIS/BACKGROUND:

On October 31st 2024 the duplex located at 4902/4906 Robin Dr. suffered severe damage from an explosion resulting in the duplex being uninhabitable. Since then the property has changed ownership twice and has been left unsecured several times.

FISCAL IMPACT: \$22,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: 19 ACCOUNT NUMBER: 6260

RECOMMENDATION:

Approve the emergency demolition of 4902/4906 Robin Dr. Bellevue, NE 68157

ATTACHMENTS:

- 1. photo
- 2. photo
- 3. photo
- 4. photo
- 5. photo
- 6. Resolution 2025-06

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

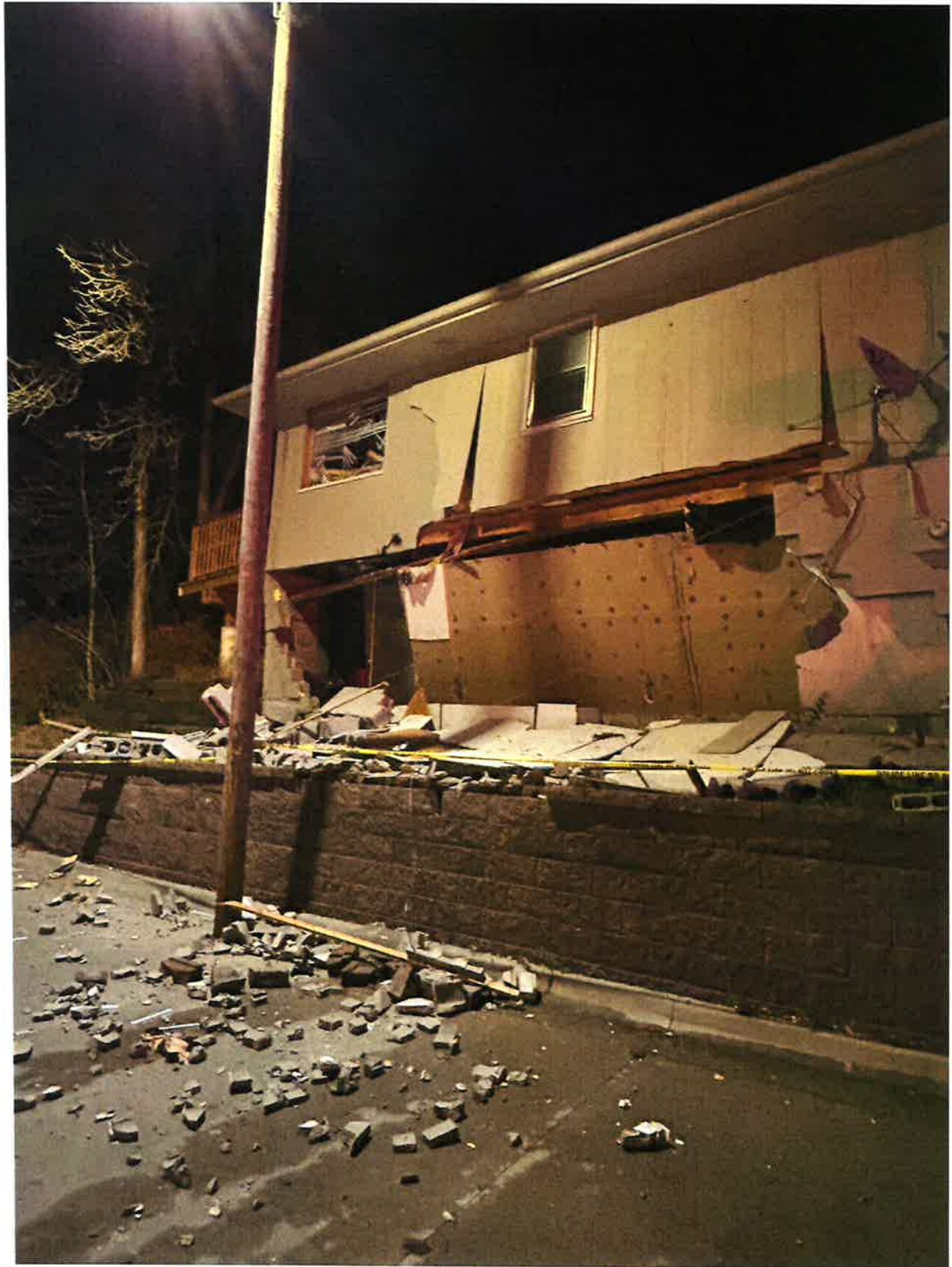
FINANCE APPROVAL AS TO FORM:

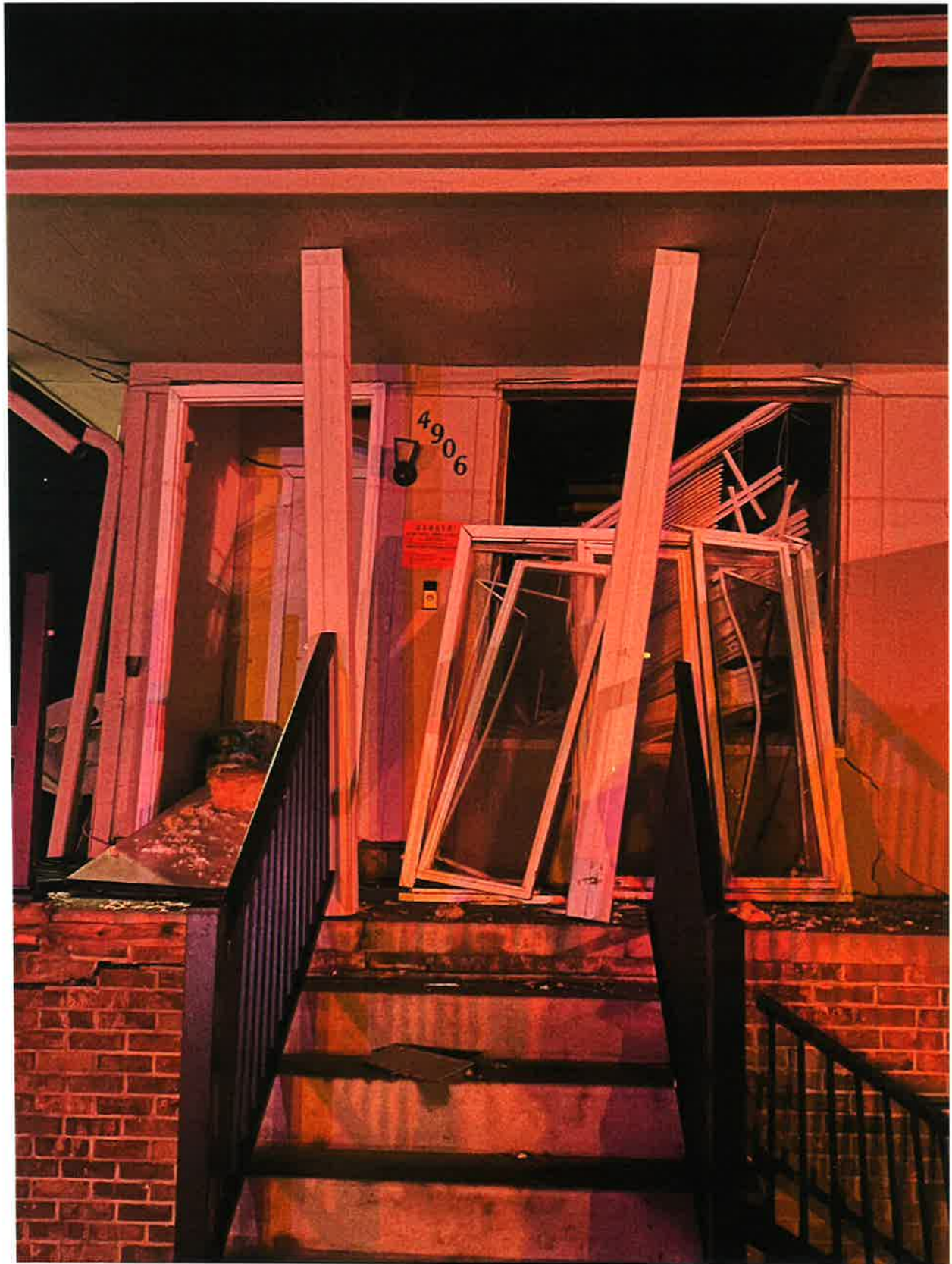
ADMINISTRATOR APPROVAL AS TO FORM:

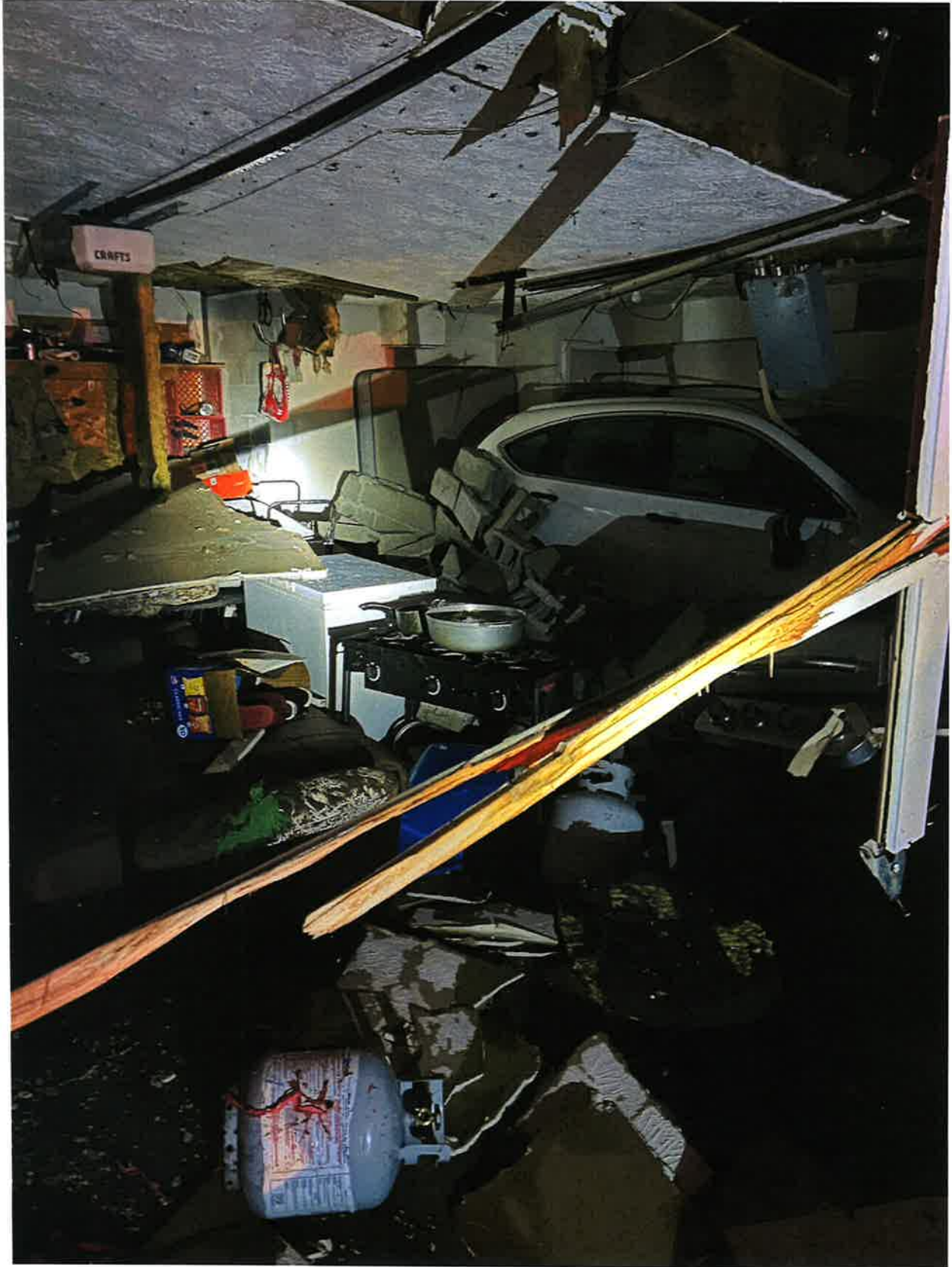
Daniel Willis
[Signature]
[Signature]











CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/18/2025		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Annual "Ride of Silence" - Bellevue Bicycle Club

SYNOPSIS/BACKGROUND:

The Bellevue Bicycle Club will be doing their annual "Ride of Silence" on Wednesday, May 21, 2025, from approximately 6:30 p.m. to 9:00 p.m., beginning at West Pappo Trailhead on Raynor Parkway, then to proceed east to 36th Street, south to Twin Creek Drive, west on Twin Creek Drive to 42nd Street, south to Highway 370, east to Fort Crook Road, then northbound to Chandler Road. At Chandler Road the riders will U-turn and ride south on Fort Crook Road back to Highway 370, west to 36th Street, then back north to the West Pappo Trailhead. Because of the usage of the State Highway, a Resolution is needed to show the City's NDOT compliance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommendation to approve Resolution #2025-04; authorize the Mayor to sign and waive the \$50 event fee.

ATTACHMENTS:

- | | | |
|--------------------------|-----------------------------|----------------------------------|
| 1. Application for Event | 2. Certificate of Insurance | 3. letter from Mr. Mick Occhiuto |
| 4. Resolution #2025-04 | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

James J. Willis
[Signature]
[Signature]



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 Bicycle Club Date: 02-08-2025

Contact Person Information for Organization:

Name: Mick Occhiuto Phone: 402-301-5321 Email: mutualmick@aol.com
Address: 702 Fort Crook Road South City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: 2025 Ride of Silence

Location of Event/Alternate Location:

Twin Creek Trailhead, 3601 Raynor Pkwy., Bellevue, NE 68133

Dates of Event: Wednesday, May 21, 2025 Alternate Dates: N/A Hours of Event: 6:30pm - 9:00pm

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

- 1. Sanitary Facilities: No
2. Running Water: No
3. Power: No
4. Parking: On-site parking will be sufficient
5. Insurance: See certificate of insurance

(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: [Signature] Digitally signed by trust_ Date: 2025.02.14 12:50:54 -06'00'

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on March 2, 2025

City Council hearing date: March 18, 2025

License Fee of \$50 paid on: waived Receipt #: —



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED League of American Wheelmen dba League of American Bicyclists 1612 K Street NW, Suite 1102 Washington DC 20006	INSURER A: Arch Insurance Company NAIC # 11150	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 100231562 **REVISION NUMBER:**

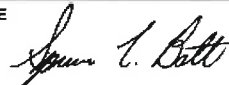
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N		SBCGL0054508	02/01/2025	02/01/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N		N / A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Coverage applies to BELLEVUE BICYCLE CLUB, INC., 3027 SOUTH 49TH AVE, OMAHA, NE 68106.

- Notable Exclusions: Racing. Time trials involving racing between individuals (a covered time trial is an individual timing activity). Commercially-operated tours. Commercial bicycle repair shops. Bicycle rental programs. Construction or engineering of bicycle trails or paths. Organizing or supervising a program that involves the regular transportation of minors to and from school. Activities involving mopeds or any other vehicle with manual power source;

CERTIFICATE HOLDER BELLEVUE BICYCLE CLUB, INC. 3027 SOUTH 49TH AVE OMAHA NE 68106	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED League of American Wheelmen dba League of American Bicyclists	
POLICY NUMBER SBCGL0054508		1612 K Street NW, Suite 1102	
CARRIER Arch Insurance Company	NAIC CODE 11150	Washington, DC 20006	
		EFFECTIVE DATE: 02/01/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002315562

- Exclusions (cont'd)-however this exclusion does not apply to activities involving low speed electric bicycles as defined by the Consumer Products Safety Commission. Bike Share Programs, Year-round Bike Depot operations, Pedi-Cabs, Tours/events greater than five days, Events that are sanctioned or approved by USA Randonneurs
- Coverage is not provided for special events unless those events are first scheduled and approved by the insurer and appropriate premium is paid. Special events are any ride for which a participation fee is charged (certain exceptions may apply). Club insurance must be in place before special event coverage can be purchased.
- Coverage applies to bicycle-related activities conducted and supervised by the insured organization. Coverage does not apply to bicycle education courses (as defined in the policy) or bicycle refurbishment unless otherwise indicated herein. Coverage applies to BELLEVUE BICYCLE CLUB, INC. from February 01, 2025 through January 31, 2026.
- Coverage available under Policy #SR2014DC-P-050467 is on file with the policyholder. Accident Medical Coverage, \$10,000 per person per accident excess of a \$500 per claim deductible and excess of any other valid and collectible insurance. Accidental Death & Dismemberment, \$5,000 per person per accident.



Mick Occhiuto

Vice President

Bellevue Bicycle Club
702 Fort Crook Road
Bellevue, NE 68005

City Administrator
Jim Ristow
1500 Wall Street
Bellevue, NE 68005

February 8, 2025

Request for Resolution for Use of Highway 370 for an Event

Dear Mr. Ristow,

The Bellevue Bicycle Club requests the City Council Approval for use of Highway 370 under Nebraska State Statute 39-1359.

The "Ride of Silence" is a worldwide memorial ride to honor those injured or killed in traffic accidents while cycling on the public roadways. The event will take place on Wednesday, May 20th, 2025 (the third Wednesday of May) beginning at 7:00 pm.

The ride route will begin from the West Papio Trailhead on Raynor Parkway. From there, the ride will proceed east to 36th street, south to Twin Creek Drive, west on Twin Creek Drive to 42nd Street, south to Highway 370, east to Fort Crook Road then northbound to Chandler Road. At Chandler Road, the riders will U-turn and ride south on Fort Crook Road back to Highway 370, west to 36th street, then north to the trailhead. This ride has traditionally taken place while the Bellevue Police Department is hosting the local area law enforcement motorcycle officers' training course. The police motorcycles will escort the bicycle rides while on the public roadway.

The Bellevue Bicycle Club is appreciative of your assistance with this event.

Respectfully,

Mick Occhiuto, VP BBC
402-301-5321
mutualmick@aol.com

RESOLUTION NO. 2025-04

WHEREAS, the Bellevue Bicycle Club will hold the annual “Ride of Silence” (“special event”) in the City on May 21, 2025, and,

WHEREAS, a portion of Nebraska Highway 370 (“highway property”) located within the corporate limits of the City of Bellevue (“City”) will be used for bicycle riders beginning at West Papio Trailhead on Raynor Parkway, then to proceed east to 36th Street, south to Twin Creek Drive, west on Twin Creek Drive to 42nd Street, south to Highway 370, east to Fort Crook Road, then northbound to Chandler Road. At Chandler Road the riders will U-turn and ride south on Fort Crook Road back to Highway 370, west to 36th Street, then back north to the West Papio Trailhead, on Wednesday, May 21, 2025, from approximately 6:30 p.m. until 9:00 p.m., in conjunction with the special event; and,

WHEREAS, the need for barricades, signage and/or other traffic control devices is not anticipated and damage to, or modification of, road surfaces is not expected; and,

WHEREAS, the procession of bicycle riders will be escorted by local law enforcement; and,

WHEREAS, Nebraska state law allows the use of the state highway system by the City, including full and partial lane closures, for special events as designated by the City, provided the following conditions are met:

- a) The roadway is located within the official corporate limits or zoning jurisdiction of the City;
- b) The City shall have the legal duty to protect the highway property from any damage that may occur arising out of the special event and the state shall not have any such duty during the time the City is in control of the highway property designated for the event;
- c) Any existing statutory or common law duty of the state to protect the public from damage, injury, or death shall become the duty of the City, and the state shall not have such statutory or common law duty during the time the City is in control of the property designated for the special event.

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

The City of Bellevue hereby designates the annual “Ride of Silence” as a special event under LB589/Neb. Rev. Stat. § 39-1359, and hereby notifies the State of Nebraska that it acknowledges and accepts the duties imposed by such law and if a claim is made against the state, shall indemnify, defend, and hold harmless the state from all claims, demands, actions, damages, and liability, including reasonable attorney’s fees, that may arise as a result of full and partial lane closures of the highway property in conjunction with the annual “Ride of Silence.”

PASSED AND APPROVED this 18th day of March, 2025.

ATTEST:

Rusty Hike, Mayor

Approved as to Form:

Susan Kluthe, City Clerk

City Attorney

Notice of Public Hearing
Ride of Silence Event Application

The City of Bellevue will hold a public hearing on Tuesday, March 18, 2025, at 6:00 p.m., for the annual Ride of Silence on Wednesday, May 21, 2025 beginning at 7:00 p.m. to approximately 8:30 p.m., along a route specified within their application.

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



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. Kurt Stroehler
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: March 6, 2025

SUBJECT: Request of application for Bellevue Bicycle Club to host the "Ride of Silence". The event will take place Wednesday, May 21, 2025 from 6:30 p.m. to 9:00 p.m. Please refer to route description in the letter from Mick Occhiuto.

Please make comments on the above request and return to Susan Kluthe, by, March 10, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

BPD will handle. Sgt. Lampman has already been in contact with the organizers.

Capt. Kurt Stroehler
Digitally signed by Capt. Kurt Stroehler
Date: 2025.03.06 15:40:21 -06'00'

Signature or Fill in Your Name

3-6-25

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. Kurt Stroehler
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

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Comments

No Comments

NO CONCERNS

JIM SHADA

Signature or Fill in Your Name

03.10.2025

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
3/18/2025

COUNCIL MEETING DATE: March 18, 2025		SUBMITTED BY: Dave Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution and Construction Engineering Supplemental Agreement #2, 36th Street, N-370 - Sheridan (MAPA-5061(5), CN 22276)

SYNOPSIS/BACKGROUND:

On November 17, 2020, the City of Bellevue executed an agreement with Olsson for Construction Engineering Services for the 36th Street, N-370 - Sheridan Rd Project (MAPA-5061(5), CN 22276). On April 16, 2024, the City executed Supplemental Agreement #1 in the amount of \$24,200.00. Supplemental Agreement #2 provides for additional services required due to an extension of the contract completion to June 30, 2025. This project is an 80/20 split with the Nebraska Department of Transportation. The City's 20% share is not to exceed \$3,030.00.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and Supplement No. 2 to the Olsson CE Agreement not to exceed \$15,150.00.

ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

TRANSMITTAL

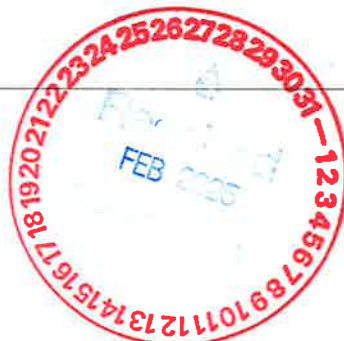
<input type="checkbox"/> Overnight
<input type="checkbox"/> Regular Mail
<input type="checkbox"/> Hand Delivery
<input type="checkbox"/> UPS - Ground

TO: City of Bellevue Attn: Matt Knight Public Works Engineer	DATE: 2/27/25
	PROJECT #: H08-06200
	PHASE:
	TASK:
ADDRESS: 1510 Wall Street Bellevue, NE 68005	
FROM: Tony Egelhoff, Olsson	
RE: NDOT LPA 36 th St., N-370 Sheridan Rd., Bellevue – Supp 002	

MATERIAL	QUANTITY	DATE	DESCRIPTION
	2		Agreement Supp 002

REMARKS	NOTES (use space below):
<input checked="" type="checkbox"/> For your approval/signature	Matt, Attached are two copies of the 36 th St., N-370 Sheridan Rd., Bellevue, agreement Supp 002. After signing both copies, please send to NDOT, Attn: Jenna Habegger (see NDOT letter attached). Thanks! Tony Egelhoff
<input type="checkbox"/> For your use	
<input type="checkbox"/> As requested	
<input type="checkbox"/> For review & comment	
<input type="checkbox"/> Other	
<input type="checkbox"/> Comments:	

CC:



NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Date: February 14, 2025

Matt Knight, PE
City of Bellevue
Public Works Engineer
1510 Wall Street
Bellevue, NE 68005



RE: 22276 - Control Number, MAPA-5061(5) - Project Number,
36th St. N-370 – Sheridan Rd, Bellevue - Project Name
Construction Engineering Supplemental Agreement

Dear Matt -

Enclosed please find two (2) duplicate originals of the professional services supplemental agreement between the City of Bellevue and Olsson for the above-referenced project. A signing resolution is also included. After securing the required signatures return the signed agreement and approved signing resolution to my attention for final approval and processing.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jenna Habegger

Jenna Habegger, PMP
Project Coordinator
NDOT Local Projects
Phone # 402-479-3607
Email: jenna.habegger@nebraska.gov

cc: OnBase

Enclosure(s)

Vicki Kramer, Director

Department of Transportation

MAILING ADDRESS

PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Nebraska Parkway
Lincoln, NE 68502

PHONE 402-471-4567

EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

Agreement No.	BK2064-002
Effective (NTP) Date	02/12/2025
Supplement Amount	\$15,150.00
Total Agreement Amount	SRC \$2,155,650.00

SERVICES AGREEMENT SUPPLEMENT NO. 2

CITY OF BELLEVUE
OLSSON
PROJECT NO. MAPA-5061(5)
CONTROL NO. 22276
36TH ST., N-370-SHERIDAN RD, BELLEVUE
CONSTRUCTION ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is between the City of Bellevue ("LPA") and Olsson ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on November 17, 2020, and Supplemental Agreement #1 executed by LPA on April 16, 2024 for Consultant to provide Construction Engineering services for LPA's project, and

WHEREAS, it is necessary that additional Construction Engineering services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-5061(5) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 State issued Consultant a written Notice-to-Proceed on February 12, 2025. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by June 30, 2025.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit "A" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Agreement Amount</u>	
\$ 2,057,588.81	\$ 14,310.00	\$2,071,898.81	For actual direct labor costs
\$ 82,911.19	\$ 840.00	\$83,751.19	For direct expenses
<u>\$2,140,500.00</u>	<u>\$15,150.00</u>	<u>\$2,155,650.00</u>	Total agreement amount

*includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

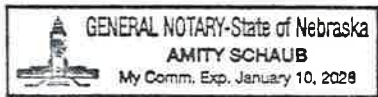
EXECUTED by the Consultant this 27 day of February, 2025.

OLSSON
~~Anthony Baumer~~ Andrea Adams

Andrea Adams
Senior Client Consultant ~~Director of Operations~~

STATE OF NEBRASKA)
)ss
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 27th day of February, 2025.



Amity Schaub
Notary Public

EXECUTED by City of Bellevue, Nebraska this _____ day of _____, 20____.

CITY OF BELLEVUE
Rusty Hike

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

EXHIBIT "A"

Name

Signature

Date

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC
NDOT Form 250, November 18

Exhibit ____
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
(Non-Participating)
for

Project Name: 36th Street, Bline To Sheridan
Project Number: MAPA-5061(5)
Control Number: 22276

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for the overall project duration extending beyond the contracted timeline for final completion in June 2024. This is to include administrative, observation, SWPPP inspection and project management efforts.

Olsson (Consultant) shall serve as agent for Bellevue, (LPA), representing the LPA in all matters related to construction engineering services for this project. The task descriptions below will follow the base CE scope of services as established in the original agreement.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination.
 - 1.1 The originally scoped tasks under this item for an additional 5 months to reach project completion and closeout.

2. Meetings.
 - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 4 meetings.
 - 2.5 Assume 4 trips to the project site for meetings.

4. SWPPP Inspections/Manual Updates.
 - 4.1 Conduct 20 Inspections
 - 4.3 Assume 20 trips to the project site for SWPPP Inspections.

E. SCHEDULE

1. Anticipated Project Completion: 06/30/2025

SRC Billing Rates

Construction Engineering

EXHIBIT "A"

Date: January 23, 2025

Consultant: Olsson

SRC Billing Rates Calculated based on:

Overhead:	185.69%
Profit Rate:	12.00%
FCCM (if applies):	1.00%
Salary Escalation Factor:	3.0%

Weighting:

100%
100%

Period 1:	NTP through:	<u>January 15, 2026</u>
Period 2:	Labor beginning:	<u>January 16, 2026</u>
Period 3:	Labor beginning:	<u>January 16, 2027</u>
Period 4:	Labor beginning:	<u>January 16, 2028</u>
% of work estimated during each period		

SRC BILLING RATE per employee

New Employee Multiplier = **3.20**

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
Principal						
Tony Baumert	\$84.62	\$272.00	\$280.00	\$288.00		100%
Weighted Rate For Calculating Contract Max:		\$272.00				
Project Manager						
Marty Weander	\$50.84	\$163.00	\$168.00	\$173.00		100%
Ryan Amys	\$66.06	\$212.00	\$218.00	\$225.00		
William "Shane" Groh	\$38.40	\$123.00	\$127.00	\$131.00		
Weighted Rate For Calculating Contract Max:		\$163.00				
Engineer						
Tony Egelhoff	\$82.45	\$265.00	\$273.00	\$281.00		100%
Weighted Rate For Calculating Contract Max:		\$265.00				
Env. Scientist						
Weighted Rate For Calculating Contract Max:						
Lead Inspector						
Pat Carnazzo	\$38.58	\$124.00	\$128.00	\$132.00		
William "Shane" Groh	\$38.40	\$123.00	\$127.00	\$131.00		100%
Weighted Rate For Calculating Contract Max:		\$123.00				
Inspector 2						
Jeff Stolp	\$34.86	\$112.00	\$115.00	\$118.00		
Brian Brink	\$34.94	\$112.00	\$115.00	\$118.00		
Samantha McKee	\$47.02	\$151.00	\$156.00	\$161.00		50%
Shaun McGuire	\$26.92	\$86.00	\$89.00	\$92.00		50%
Weighted Rate For Calculating Contract Max:		\$118.50				
Survey Crew Chief						
Drew Peterson	\$44.10	\$142.00	\$146.00	\$150.00		80%
Zach Johnson	\$41.80	\$134.00	\$138.00	\$142.00		20%
Weighted Rate For Calculating Contract Max:		\$140.40				
Survey Crew Assistant						
Quentin Keuck	\$34.00	\$109.00	\$112.00	\$115.00		50%
Nicholas Hug	\$33.70	\$108.00	\$111.00	\$114.00		50%
Weighted Rate For Calculating Contract Max:		\$108.50				
Administrative						
Stacy Zablocki	\$27.50	\$88.00	\$91.00	\$94.00		100%
Weighted Rate For Calculating Contract Max:		\$88.00				
Material Testing						
Sue Snyder	\$25.75	\$83.00	\$85.00	\$88.00		100%
Weighted Rate For Calculating Contract Max:		\$83.00				

Consultant's Estimate of Hours **Construction Engineering** BIT "A"

Project Name: 36th Street Bline to Sheridan Project Number: MAPA-5061(5)
 Consultant: Olsson Control Number: 22276
 Consultant PM: Maryl Weander
 NDOT PC: Mike Fox
 Date: January 23, 2025

TASKS	PERSONNEL CLASSIFICATIONS											Total
	PR	PM	ENG	ENV	INSP 1	INS 2	INS 3	INS 4	ADM	MT		
1. Project Management & Coordination		5	5									10
1.1 Project Management		5	5									10
1.2 Plan and Spec review, project setup												
2. Meetings		12	8		8							28
2.1 Construction Inspection Planning Meeting												
2.2 Pre-Construction Meeting												
2.3 Construction Progress Meetings		8	4		4							16
2.4 Public Meeting (If Required)												
2.5 Trips to Site (Travel Time) for Meetings		4	4		4							12
3. Traffic Control Plan												
4. SWPPP Inspections/Manual Updates						60						60
4.1 Conduct Inspections						40						40
4.2 Update SWPPP Manual												
4.3 Trips to Site (Travel Time) for SWPPP Inspections						20						20
5. Construction Survey/Staking												
6. Construction Consultation/Site Manager & Daily Work Report (DWR)												
7. Girder Shim Surveying (Bridge Projs Only)												
8. Perform Bearing Calculations												
9. Construction Inspection												
10. Perform Material Sampling and Testing												
11. As-Built Drawings												
12. Final Inspections												
13. Project Closeout												
Total Days		2.13	1.63		1	7.5						12
Total Hours		17	13		8	60						98.0

Project Cost & Breakdown

Construction Engineering

A"

Project Name: 36th Street Bline to Sheridan
Consultant: Olsson
Consultant PM: Marty Weander
NDOT PC: Mike Fox
Date: January 23, 2025
Project Number: MAPA-5061(5)
Control Number: 22276

LABOR COSTS			
Classification	Hours	2024 Rate	Amount
Principal		\$272.00	
Project Manager	17	\$163.00	\$2,771.00
Engineer	13	\$265.00	\$3,445.00
Env. Scientist			
Lead Inspector	8	\$123.00	\$984.00
Inspector 2	60	\$118.50	\$7,110.00
Survey Crew Chief		\$140.40	
Survey Crew Assistant		\$108.50	
Administrative		\$88.00	
Material Testing		\$83.00	
	98	Subtotal	\$14,310.00

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	\$787.50
Lodging/Meals:	
Other Miscellaneous Costs:	\$52.50
	Subtotal
	\$840.00

TOTAL PROJECT COSTS	Amount
Labor Costs	\$14,310.00
Direct Expenses	\$840.00
	TOTAL COST
	\$15,150.00

LABOR COST BY MAJOR TASKS	Direct Labor	Amount
	\$14,310.00	\$14,310.00

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2064-002

City of Bellevue

Resolution No. 2025-05

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Olsson wish to enter into a Supplemental Agreement to provide additional Construction Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council of Bellevue that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Construction Engineering Services Supplement agreement between the City of Bellevue, Nebraska and Olsson.

NDOT Project Number: MAPA-5061(5)

NDOT Control Number: 22276

NDOT Project Description: 36th St., N-370-Sheridan Rd., Bellevue

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

The City Council of City of Bellevue, Nebraska

Board/Council 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 City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
3/18/2025

COUNCIL MEETING DATE: March 18, 2025		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Brick exterior tuck point restoration

SYNOPSIS/BACKGROUND:

This work to be performed at 1510 Wall St. Tuckpoint all brick masonry below the windows.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The council and Mayor to approve the work to restore 1510 Wall St brick masonry.

ATTACHMENTS:

1. <input type="text" value="Quote"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Amber Bakken

[Signature]

[Signature]



2821 Grebe Street • Omaha, Nebraska 68112 • 402-558-7989 Phone • 402-558-2230 Fax

August 5, 2024

Grant Zimmer
Bellevue Polic Station
1510 Wall Street
Bellevue, Ne 68005

RE: Police Station Tuckpointing/Water Repellants

Grant:

As per our recent discussion and inspection with you regarding the above-referenced project, McGill Restoration, Inc. would like to submit the following quote for your review and consideration.

- All repairs will include mobilization, access by boom lift, temporary protection/barricades, materials, and equipment and necessary incidental items. McGill Restoration will provide barricades and signage for our work areas.
- 100% tuckpoint all brick masonry below the windows. This includes the entire area with a running bond. Any cracked or broken bricks will be replaced as a part of this work item. Deteriorated mortar joints will be removed at least ¾" to sound mortar and replaced with new mortar. The color and composition of the new mortar will match the existing one. Please see pictures below for typical areas.
- Power wash to remove all bio soiling and dirt in the proposed area. Install a water repellent to all areas below the window. The water repellent will reduce the amount moisture infiltration into the brick, reduce surface bio soiling, and prevent premature mortar joint failures.
- Final clean work area and remove manpower, equipment, and materials from the jobsite.

The price to complete is \$36,900.



INTERNATIONAL
CONCRETE REPAIR
INSTITUTE



Sealant
Waterproofing
& Restoration
Institute



2821 Grebe Street • Omaha, Nebraska 68112 • 402-558-7989 Phone • 402-558-2230 Fax

Thank you for the opportunity to provide you with a quote for this project and please feel free to contact me if you have any questions or if we can be of any additional service.

Respectfully,
James W. Bouckaert
Estimator/Project Manager
McGill Restoration, Inc.

Special Conditions:

- 1) Our payment terms are Net 30 days from the date of the invoice with an interest rate of 1.5% per month added on all invoices not paid within 30 days.
- 2) The quote is valid for a period of 30 days from the date of proposal.
- 3) Owner to provide water, electricity and hook up for our work. Owner to provide restrooms.
- 4) Work is to be performed during normal business hours.
- 5) All areas to be available at one time to help expedite our work.
- 6) No permits included. No performance bond included if needed please add 1.08% to the bid amount.

I accept This Proposal and authorize McGill Restoration to perform the work.

Name

Tracy Niemier

Title

Facility Maintenance Superintendent

Date

3/4/25

MCGILL RESTORATION

2821 Grebe Street • Omaha, Nebraska 68112 • 402-558-7989 Phone • 402-558-2230 Fax

Site Pictures



MCGILL RESTORATION

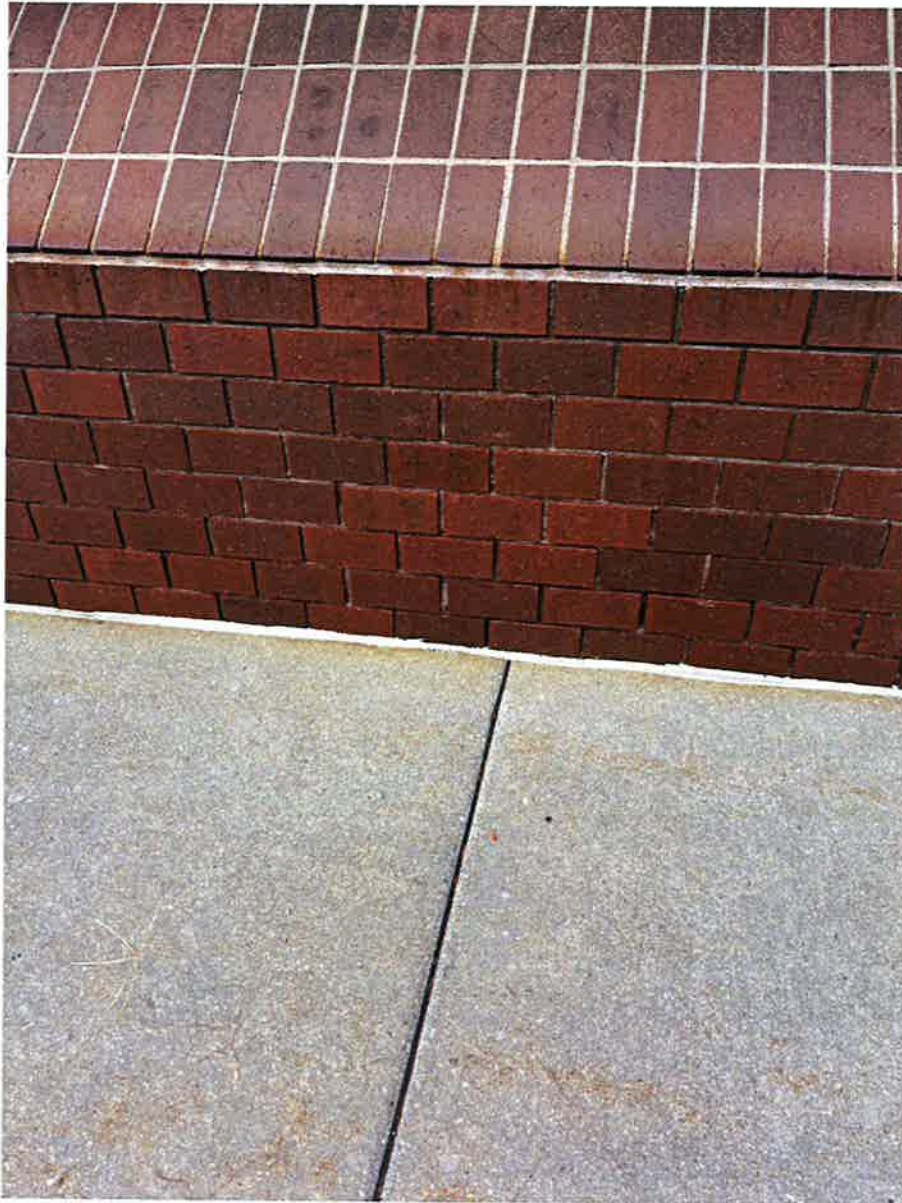
2821 Grebe Street • Omaha, Nebraska 68112 • 402-558-7989 Phone • 402-558-2230 Fax



100% tuckpoint all areas below window with running bond.

MCGILL RESTORATION

2821 Grebe Street • Omaha, Nebraska 68112 • 402-558-7989 Phone • 402-558-2230 Fax



Tuckpoint all areas of missing mortar.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
3/18/2025

COUNCIL MEETING DATE: March 18, 2025		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 250102 ST 25(02) Concrete Projects - Package 1 professional engineering construction administrative services contract

SYNOPSIS/BACKGROUND:

Schemmer Associates to perform professional engineering construction administrative services to include construction administration, construction observations, and material testing related to 2025 Concrete Projects - Package 1 to include: M146(309A) - Gregg Rd, Bellevue Blvd N to Galvin Rd; M146(310A) - Harlan Dr, Galvin Rd to Arboretum Dr; M146(311A) - 25th St, Lynnwood Dr to Fairview Rd and Fox Meadow Crt storm sewer.

FISCAL IMPACT?: \$167,325 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 250102 ST 25(02) Concrete Projects - Package 1 - CA

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250102 2024 Concrete Projects - Package 1 - CA

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

CIP PROJECT NAME: 2025 Concrete Projects CIP PROJECT NUMBER: ST25(02)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Schemmer Associates in the amount of \$167,325 for professional construction engineering services for the 2025 Concrete Projects - Package 1.

ATTACHMENTS:

- Agreement
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




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

THIS IS AN AGREEMENT effective as of 3/7/25 (“Effective Date”) between City of Bellevue (“Client”) and The Schemmer Associates Inc. (“Engineer”).

Client Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: BPW-250102, 2025 Concrete Projects (“Project”).

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

Client and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

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

2.01 *Payment Procedures*

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

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

A. Client shall pay Engineer for Services as follows:

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

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

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

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

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

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

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

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

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

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

6.01 *Total Agreement*

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

7.01 *Definitions*

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

Attachments:

Attachment #1: Jan 2025 90% Construction Plans

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

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

Client: City of Bellevue

Engineer: The Schemmer Associates Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: Doug Holle
Print name: Doug Holle, PE
Title: Executive Vice President, Engineering
Date Signed: March 7, 2025

Address for Client's receipt of notices:

Address for Engineer's receipt of notices:
1044 North 115th Street, Suite 300
Omaha NE 68154

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

SUPPLEMENTAL GENERAL CONDITIONS

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

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

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

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

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

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

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

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

Scope of Services

CONSTRUCTION ENGINEERING SERVICES BPW-250102

2025 Concrete Projects

INTRODUCTION

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

1. PROJECT DESCRIPTION

Remove and replace PCC pavement and sidewalk panels for various locations/projects throughout the City of Bellevue. Work also includes construction of new ADA curb ramps and replacement of curb inlet tops. We anticipate at this time and for the purposes of fee estimate that the project will take approximately 21 calendar weeks to construct with an estimated 100 working days during the following period:

- Construction Start: 6/2/25
- Substantial Completion: 10/24/25
- Final Completion: 11/21/25

2. PRE-CONSTRUCTION PHASE

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

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

3. CONSTRUCTION PHASE

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

- A. Establish a procedure for managing, tracking, and storing all relevant documents between the contractor and the City.
- B. Mobilize a construction inspection team on site for the duration of the construction activities. Inspector anticipated to be on site 8 hours per working day, Monday through Friday with no Saturday work.

- C. Maintain project field diaries, accurate quantities, files and records, and photos.
- D. Input Daily Diary and quantities in the provided City Daily report form.
- E. Monitor the contractors' activities for compliance with the plans and specifications.
- F. Review work zone traffic control devices each day.
- G. Attend weekly meetings (Construction Progress Meetings) with the contractor and record meeting minutes. Twenty (20) progress meetings are anticipated for this project.
- H. Observe and record change order and force account work. Four (4) change orders are anticipated for this project.
- I. Generate / review pay applications. Five (5) pay applications are anticipated for this project.
- J. Mark pavement and sidewalk removals for contractor.

4. CONSTRUCTION CLOSEOUT

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

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

5. MATERIALS TESTING SERVICES

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

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

Fee Estimate



**Manhour Estimate Form
BPW 250102
2025 Concrete Projects
March 7, 2025**

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	CON INSP	ENGR TECH	TOTAL PER TASK	Subtask	Task
							Cost	Cost
1.0	Project Management and Coordination							\$ 2,040.00
1.a	General Project Management	2	8			8	\$ 2,040.00	
2.0	Pre-Construction Phase							\$ 5,285.00
2.a	Information Flyers		6	4		10	\$ 1,600.00	
2.b	Schedule and Conduct Pre-Construction Meeting	2	6	2		8	\$ 1,890.00	
2.c	Review and Approve Construction Submittals		4	1		5	\$ 875.00	
2.d	Pre-Construction Photos and Videos			8		8	\$ 920.00	
3.0	Construction Phase							\$ 134,310.00
3.a	Establish Procedure for Managing Records		2	2		4	\$ 610.00	
3.b	Mobilize Construction Inspection		25	100		125	\$ 16,250.00	
3.c	Maintain Field Diaries, Quantities, Records, and Photos		6	50		56	\$ 6,890.00	
3.d	Input Daily Diaries and Quantities in City Provided Spreadsheet		4	50		54	\$ 6,510.00	
3.e	Monitor Contractor's Activities for Conformance with Plans and Specifications		20	680		700	\$ 82,000.00	
3.f	Review Work Zone Traffic Devices on Daily Basis			50		50	\$ 5,750.00	
3.g	Attend Weekly Meetings with Contractor and Record Meeting Minutes		40	20		60	\$ 9,900.00	
3.h	Observe and Record Change Order and Force Account Work		12	6		18	\$ 2,970.00	
3.i	Generate / Review Pay Applications		8	2		10	\$ 1,750.00	
3.j	Mark Removals in Accordance with City of Omaha Standards		4	8		12	\$ 1,680.00	
4.0	Construction Closeout							\$ 5,120.00
4.a	Conduct Final Walkthrough / Inspection		8	8		16	\$ 2,440.00	
4.b	Prepare Punch List for Contractor			4		4	\$ 460.00	
4.c	Verify All Work Has Been Completed, Inspected, and Approved		2	16		18	\$ 2,220.00	
5.0	Materials Testing							\$ 16,970.00
5.a	Perform All Required Materials Testing in Conformance with City of Omaha MSG		4	75	65	144	\$ 14,910.00	
5.b	Acquire, Record, and Provide All Materials Certifications		2	2		4	\$ 610.00	
5.c	Provide All Materials Test Reports to City within 1 Day		4	6		10	\$ 1,450.00	
TOTALS		4	165	1094	65	1324		
Total Labor Fee								\$ 163,725.00
Expenses								\$ 3,600.00
Total Estimated Fee								\$ 167,325.00



Design with Purpose. Build with Confidence.

Schedule of Hourly Rates

Effective January 1, 2025

Standard Rates

Principal	\$275.00
Senior Project Manager II	\$235.00
Senior Project Manager I	\$205.00
Project Manager	\$150.00
Senior Registered Architect	\$180.00
Registered Architect	\$145.00
Senior Registered Engineer III	\$235.00
Senior Registered Engineer II	\$220.00
Senior Registered Engineer I	\$190.00
Registered Engineer II	\$165.00
Registered Engineer I	\$150.00
Senior Engineer E.I.	\$130.00
Engineer E.I.	\$115.00
Senior Designer III	\$185.00
Senior Designer II	\$165.00
Senior Designer	\$135.00
Designer	\$110.00
Design Technician with Drone	\$220.00
Design Technician with Scanner	\$220.00
Design Technician II	\$130.00
Design Technician	\$100.00
CADD Technician	\$85.00
Senior Project Representative	\$160.00
Project Representative II	\$125.00
Project Representative	\$115.00
Senior Registered Land Surveyor	\$180.00
Registered Land Surveyor	\$160.00
Assistant Survey Manager	\$150.00
3 Man Survey Crew	\$265.00
2 Man Survey Crew	\$195.00
1 Man Survey Crew	\$120.00
Survey Party Chief	\$115.00

Survey Instrument Person	\$90.00
Field Technician IV	\$155.00
Field Technician III	\$110.00
Field Technician II	\$90.00
Field Technician I	\$80.00
Project Coordinator	\$85.00
Administrative Support	\$85.00

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
3/18/2025

COUNCIL MEETING DATE: March 18, 2025		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

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

SYNOPSIS/BACKGROUND:

Benesch is to provide professional engineering and ROW services for Mission Avenue Streetscape project to include: design of the sanitary sewer from the intersection of Mission Ave and Warren St, then north to 22nd Ave and then east to the existing Structure 99 Bellevue East lift station to include: project management, final design and topographic survey. The Supplement will also includes the ROW services for acquisition of easements for the Mission Ave Streetscape project.

FISCAL IMPACT?: \$198,342.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

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

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

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

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

CIP PROJECT NAME: M146(338B) CIP PROJECT NUMBER: ST25(04)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Benesch for \$198,342.00

ATTACHMENTS:

- Work Authorization No. 2
- Attachment A
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

George Petmilla
[Signature]



EXHIBIT A

WORK AUTHORIZATION NO. 02

PROJECT NO. 00120794.00 DATE March 10, 2025

PROJECT NAME Mission Ave - Washington to Hancock Streetscaping & Reconstruction

CLIENT City of Bellevue

CLIENT PM Matt Knight, PE CONSULTANT PM Jeff Sockel, PE

PHONE NO. 402-293-3030 PHONE NO. 402-333-5792

SCOPE OF SERVICES

This WORK AUTHORIZATION Number 02, with the Agreement dated August 16, 2022, between City of Bellevue, herein called Client and Alfred Benesch & Company herein called Consultant, constitutes the express authority given Consultant by Client to do work as follows (or as shown in Attachment A):

<<See Attached>>

The following are attached to and hereby made a part of this Work Authorization:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- _____
- _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- Client will pay a Fee based on a **Time and Materials** not to exceed \$198,342.00 and invoice using Attachment B: Schedule of Unit Billing Rates.
- Client will pay a **Lump Sum** Fee of \$ _____ and invoice using a percentage completed basis.
- Client will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Jeffrey A. Sockel
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Jeff Sockel, PE

TITLE: _____

TITLE: Sr Vice President

DATE: _____, 20____

DATE: March 10, 2025

BENESCH OFFICE: Bellevue

ADDRESS: 4530 Maass Rd

Bellevue, NE 68133

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

**Bellevue Streetscaping & Reconstruction
Mission Ave – Washington to Hancock
Scope of Services
Supplement No. 2
Sanitary Sewer Replacement Extension
Warren Street & East 22nd Avenue
Right-of-Way Services**

Project Description

The scope of the project consists of streetscaping/reconstructing the roadway and sewer system on Mission Avenue from Hancock Street to Washington Street in the City of Bellevue (City). This amendment extends the maximum roadway and sanitary sewer limits of the project along Warren Street and East 22nd Avenue to the existing Structure 99 Bellevue East Lift Station (Sanitary) to provide necessary sanitary sewer repairs and improvements to properly convey wastewater to the lift station.. Benesch (Consultant) will redesign the repairs and replacement of the existing sanitary system along Warren Street from Mission Ave to East 22nd Ave and along East 22nd Avenue from Warren to the lift station including replacement and/or repair of pavement as needed to accomplish the sanitary sewer repairs.

This supplement will include any additional efforts for previously scoped services related to utility coordination, public engagement, final design, environmental permitting, and bid package development and support associated with the extension of the project.

Understanding and Assumptions

Consultant will provide design services in accordance with:

- City of Omaha Design standards, including City of Omaha Wastewater Collection Systems Design Manual
- Nebraska Minimum Design Standards
- Design Software Platform: AutoCAD

Any deviations from the above must be approved by the City prior to preparation of plans. Other design manuals include the following:

- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices

Other understandings and assumptions:

- Proposed repair and replacement improvements shall connect to lines currently serving the lift station and shall not involve work or improvements within the lift station or it's component equipment.
- Location of sanitary sewer services (by dye testing or sonde location) for portions of the existing sewer that could not be televised due to the sags. This is assumed to be needed for six properties: 312 E Mission Ave, 406 E Mission Ave, 2204 Warren St, 2202 Warren St, 2205 Warren St, 2201 Warren St.
- Right-of-Way (ROW) services shall provide for easements necessary to construct the project within the current limits of construction.
- Construction Phase services including design support, construction inspection, project administration and management, materials testing, and any construction staking will be added by supplemental agreement.

Schedule

The proposed additional work shall begin immediately and contents and completion of a bid package shall be coordinated with the City to target a start of construction during the 2025 season.

Task 0) Project Management – add the following

A. Project Coordination and Controls

The Consultant will manage the coordination of the project team including regular team meetings (up to 2 meetings additional meetings anticipated, 1 hour for meeting, prep and follow-up), coordination with City staff, coordination with key stakeholders, monitoring of project budgets and preparation of progress reports and invoices in accordance with City requirements. The project schedule will be prepared and updated as requested by the City.

B. Quality Assurance / Quality Control

The Consultant will update the Project Quality Management Plan (PQMP) to document the quality control processes to be implemented by the project team throughout the design process.

C. Meetings

The Consultant will attend the following meetings, as requested by the City Project Manager and for the benefit of the project. Consultant will prepare action item minutes from the meetings as appropriate. Up to two (2) meetings with City Representatives to review the additional design and for clarification for decision making are estimated.

Task 5) Final Design & Bid Document Preparation – add the following

A. Survey

The Consultant will collect additional topographic survey on Warren Street from Mission Avenue to East 22nd Avenue and on East 22nd Avenue from Warren Street to Structure 99 Bellevue East Lift Station. The survey shall include sufficient detail to determine the existing sanitary sewer network, including tie-ins, and to design any improvements associated with pavement, sidewalk, and driveway replacement. It is not anticipated the proposed work will extend outside of the existing Right of Way or require replacement of any fences, retaining walls or other at- or above-ground features.

B. 100% Design

The Consultant will update the project base files and 100% submittal plan sheets to include removal and replacement of the existing 12-inch concrete sewer in Warren Street between Mission Avenue (37199) and E 22nd Avenue (37179) with a new 12-inch sewer at 0.50% minimum slope, and removal and replacement of the existing 15-inch sewer in E 22nd Avenue between Warren Street (37179) and the E 22nd Avenue Lift Station (44571) with a new 15-inch sewer at 0.50% minimum slope. The detailed design of this additional sanitary sewer extension shall include the following services:

- Engineering design for the sewer removal and replacement
- Drawings for sewer removal and replacement including plan and profile sheets with pipe and structure build tables and quantity tables
- Trench design for rigid (VCP) or flexible (PVC) pipe based on available soil information
- Sewer flow calculations
- Project phasing and property access planning
- Bypass pumping planning and flow management planning

Any roadway, sidewalk, driveway, and grading improvements required to complete the proposed additional sewer improvements shall be incorporated into the 100% design documents as well. The roadway, sidewalk, driveway, and grading improvements shall be repairs or replacements to the same lines and grades as the existing. The plans will detail the various phases, temporary construction, and completed construction.

The Consultant shall prepare preliminary plan sheets (not sealed by a Professional Engineer) along with reasonably accurate quantities for the purposes of detailing the design intent and anticipated work to allow the City to solicit bids on the overall project. Final sealed plans shall be provided prior to the start of construction.

Task 6) ROW Services

The Consultant will lead efforts towards the acquisition of temporary easements and permanent easements from up to twenty-five (25) tracts of land including title work, appraisals, and preparation of agreements formalizing the acquisition.

The Consultant will prepare tract maps and other documentation for each tract/property owner as needed to support ROW activities.

Title searches will be ordered for properties to be acquired to determine fee ownership and any liens and encumbrances which will affect the title.

Waiver valuations will be prepared to determine values for the easement(s) to be acquired. The Consultant Right of Way Services agent will prepare the waiver valuations using recent comparable land sales in the area and/or Sarpy County Property Assessor data, and provide the report to the City of Bellevue to determine just compensation.

The Consultant's acquisition agents will make every effort to understand the project's objective before meeting with property owners and prepare all documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties. Acquisition agents will obtain tenant information from property owners and proceed to obtain a leasehold contract, if applicable. Acquisition agents will negotiate in good faith and keep records of all calls made.

**Supplement #02 - Professional Services
Streetscaping Mission Ave - Washington to Hancock
City of Bellevue**

Fee Estimate

<u>Personnel Classification</u>	<u>Rate</u> <u>\$/Hour</u>	<u>Est.</u> <u>Hours</u>	<u>Estimated</u> <u>Cost</u>
Professional Engineer (Consultant or Principal)	\$ 251.00	28	\$7,028.00
Project Engineer II, Land Surveyor (RLS)	\$ 158.00	2	\$316.00
Designer II, Sr Tech, Project Scientist I	\$ 110.00	248	\$27,280.00
Designer I, Engg Tech II, Scientist II, Party Chief	\$ 98.00	16	\$1,568.00
			<hr/> <hr/>
	Subtotal Direct Labor Costs		\$36,192.00
 Direct Nonsalary Costs			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$400.00
Vehicle Mileage @ IRS Rate			\$675.00
Subconsultant - Embris			\$36,700.00
Subconsultant - Midwest Right-of-Way			\$124,375.00
			<hr/> <hr/>
	Subtotal Direct Expense Costs		\$162,150.00
Total Estimated Not to Exceed Fee			\$198,342.00

**Supplement #02 - Professional Services
Streetscaping Mission Ave - Washington to Hancock
City of Bellevue**

Project Summary

Task	Personnel Services						Reimbursables					Estimated Fee
	Professional Engineer (Consultant or Principal)	Project Engineer II, Land Surveyor (RLS)	Designer II, Sr Tech, Project Scientist I	Designer I, Engg Tech II, Scientist II, Party Chief	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate	Subconsultant - Embris	Subconsultant - Midwest Right-of-Way	Subtotal	
Task 0 Project Management & Meetings	12	0	0	0	12	\$ 3,012.00	\$ -	\$ 200	\$ -	\$ -	\$ 200	\$ 3,212.00
Task 5 Final Design & Bid Document Preparation	8	2	128	16	154	\$ 17,972.00	\$ 200	\$ 100	\$ 36,700	\$ -	\$ 37,000	\$ 54,972.00
Task 6 Right-of-Way	8	0	120	0	128	\$ 15,208.00	\$ 200	\$ 375	\$ -	\$ 124,375	\$ 124,950	\$ 140,158.00
Subtotal	28	2	248	16	294		\$ 400	\$ 675	\$ 36,700	\$ 124,375		
Project Subtotal	\$ 36,192.00						\$ 37,200					\$ 198,342.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
3/18/2025

COUNCIL MEETING DATE: March 18, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

250301 CIPST 25(07) M146(268A) Quail Creek Outlot 2 Twin Creek Drive - professional engineering design services

SYNOPSIS/BACKGROUND:

Jacobs Engineering Group is to provide professional engineering services for Quail Creek - Outlot 2 Twin Creek Plaza to include: preliminary and final design; geotechnical services; utility coordination; ROW staking; hydraulic analysis; grant administration; public outreach; permitting and bidding phase.

FISCAL IMPACT:: \$571,803 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Jacobs Engineering Group INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 250301 CIPST 25(07) M146(268A) Quail Creek Outlot 2 Twin Creek Drive

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

CIP PROJECT NAME: M146(268A) Quail Creek CIP PROJECT NUMBER: ST25(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Jacobs Engineering Group Inc. for \$571,803

ATTACHMENTS:

1. Agreement	2. Scope of Services	3. Attachment A
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

James Portilla
[Signature]
[Signature]



Challenging today.
Reinventing tomorrow.

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Quail Creek Rehabilitation at Twin Creek Drive
CIPST 24(07) – Final Design Services
CLIENT: City of Bellevue, NE
ADDRESS: 1510 Wall St, Bellevue, NE 68005
PROJECT NUMBER: BPW-240125

hereby requests and authorizes Jacobs Engineering Group Inc. (“Jacobs”) to perform the following Services:

SCOPE OF SERVICES: See Attachment A – Scope of Services

COMPENSATION to be on a basis of:

Jacobs’ established hourly rates as set forth in Attachment B, plus reimbursement of Jacobs’ Direct Expenses including technical and professional services & expenses furnished by an outside source, are all subject to a not-to-exceed amount of \$571,803. Jacobs shall not be required to provide services beyond the not-to-exceed amount without additional compensation as mutually agreed in writing.


See Attachment B for Compensation

The parties agree to the “Provisions” provided on page 2 of this authorization.

Accepted for **CLIENT**

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: John G. Stewart
Title: Vice President / Sr. Civil Engineer
Date: March 11, 2025

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work as further defined in Attachment B.

3. **DIRECT EXPENSES.** JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at current IRS rate at time of services, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

4. **OUTSIDE SERVICES.** When approved by CLIENT, technical or professional services can be furnished by an outside source. In this event, an additional amount shall be added to the cost of these services to account for JACOBS' administrative cost by multiplying the costs of the services by a multiplier of 1.05.

5. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or damage to the property of third parties. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. Parties will bear their respective costs incurred in connection with attending and participating in mediation, except that the Parties will equally share the fees and expenses of the mediator.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.

12. **PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable 30 days from date the invoice is received. CLIENT agrees to pay interest at the rate of 1½% per

month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.

14. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

15. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by pandemics or occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

17. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

18. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

Attachment A

SCOPE OF SERVICES

Quail Creek Rehabilitation at Twin Creek Drive

Final Design Services

Jacobs Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue (CLIENT) Public Works Department services as outlined herein for a project generally described as Quail Creek Rehabilitation at Twin Creek Drive Design Services (PROJECT).

Project Description

The PROJECT includes Preliminary Design (30 Percent Design) and Final Design (90 Percent and 100 Percent Designs) services for rehabilitation of the Quail Creek stream channel from Twin Creek Drive to the confluence of the West Papillion Creek (approximately 2,000 feet), hydraulic analysis of flows in Quail Creek, grant support services, permitting support services, and bidding support services.

The primary components of this PROJECT are the following;

- Utility coordination and field assessments;
- Preliminary and final design of the stream channel rehabilitation, including channel grading with flood benches, stabilizing the streambanks, and protecting existing infrastructure;
- Preliminary and final hydraulic analysis of the stream channel rehabilitation;
- Prepare Basis of Design reports, construction drawings, project manuals, and opinion of probable construction cost (OPCC) estimates aligned with the 30 Percent Design, 90 Percent Design, and 100 Percent Design;
- Support stakeholder outreach and awareness;
- US Army Corp of Engineers (USACE) PL84-99 program coordination with USACE and the Papio-Missouri River Natural Resources District (P-MRNRD);
- Prepare and submit permit applications for construction;
- Grant administration support;
- Bid phase services.

Scope of Services

1 Project Management

1.1 Project Administration

JACOBS will develop and implement a Project Execution Plan, a Health and Safety Plan, and a Quality Control (QC) Plan specific to the PROJECT work. JACOBS will provide monthly progress reports and invoices in a format acceptable to the CLIENT. QC efforts will be incorporated into the budget of individual tasks.

1.2 Progress Meetings

JACOBS will facilitate one PROJECT kick-off meeting with the CLIENT staff to discuss the goals and administration of the PROJECT. The kick-off meeting will include a Client Expectation Survey with the CLIENT, facilitated by JACOBS. JACOBS will conduct monthly progress meetings to provide updates on work complete, schedule, and budget. JACOBS will prepare and distribute meeting agendas, draft meeting summaries for review and comment by attendees, and final meeting summaries.

Task 1 Deliverables

Kick-off meeting and monthly progress meeting agendas and summaries, invoices, and monthly progress reports.

2 Utility Coordination and Field Assessments

2.1 Site Visits and Data Collection Review

JACOBS shall conduct a design team site visit during the PROJECT to verify site features. The site visit will include JACOBS staff as necessary during preliminary design to collect additional photos and field observations. JACOBS will assemble and review preliminary data available for the PROJECT including as-built information for existing streets, utilities, storm sewers and other features within the project area. This shall also include review of existing environmental studies and other study information available that pertains to the proposed improvements.

2.2 Utility Coordination

JACOBS will continue to facilitate, update, and communicate with representatives of existing utility owners at the PROJECT including notification of the PROJECT, written requests for facility information, and requests for clarifications. JACOBS will identify one person from the Project Team who will act as the singular contact throughout the PROJECT to request information from each of the utilities.

JACOBS will facilitate a Preliminary and Final Design Utility Coordination Meeting at the CLIENT's office attended by JACOBS design team, CLIENT's Public Works staff, and representatives of utilities. JACOBS will prepare a Utility Coordination Map (for information only) which shows existing utilities in color following the American Public Works Association (APWA) Color Code. The purpose of this meeting will be for JACOBS to present information about the Basis of Design and an overview of the critical components of the proposed channel rehabilitation and solicit feedback from the utility representatives regarding utility coordination. JACOBS will prepare a summary of the meeting documenting key decisions and action items. JACOBS will provide a draft summary to CLIENT for review and comment prior to finalizing.

2.3 Supplemental Topographic Survey

JACOBS shall subcontract with R.W. Engineering and Surveying (RW) to perform supplemental topographic survey in addition to services previously contracted in February 2024. These supplemental services will include:

2.3.1 Right-of-way Staking

RW shall provide right-of-way staking following 30 Percent Design to be utilized in appraisal efforts. The staking will include existing right-of-way, lot corners and easements, proposed acquisition areas, proposed easements, and other key locations identified by JACOBS.

2.3.2 Legal Descriptions

RW will prepare draft and final legal descriptions for up to six (6) properties where temporary or permanent easements may be necessary for construction or construction access. JACOBS shall coordinate the work of RW.

2.4 Geotechnical Investigation

JACOBS shall subcontract with the Thiele Geotech, Inc. (THIELE) to perform subsurface field evaluations and prepare a data report to characterize soil conditions within the PROJECT boundaries. JACOBS will coordinate the activities of THIELE and review geotechnical investigation report submittal(s).

2.4.1 Field Exploration

THIELE shall complete a total of eight (8) soil borings. Borings shall be advanced to the depths proposed, or to refusal, whichever is shallower. Total drilling footage is anticipated to be 270 linear feet. Boring logs shall be recorded during the field exploration.

The proposed borings and depths are summarized as follows:

- B-1 through B-6 - Six (6) soil borings to a depth of 30 feet adjacent to Quail Creek. Proposed borings B-3 and B-6 are located on private property owned by the Bellevue Soccer Club.
- B-7 – One (1) soil boring to a depth of 40 feet adjacent to Quail Creek.
- B-8 – One (1) soil boring to a depth of 50 feet adjacent to Quail Creek.

Diggers Hotline of Nebraska (811) shall be contacted to locate underground public utilities. THIELE shall modify site boring locations in coordination with JACOBS as necessary to avoid utilities and/or areas of limited access. Right of Entry and access plans on private property will be required and shall be coordinated with JACOBS and CLIENT.

Shelby tubes shall be used for sampling when clay soils are expected. Split spoon sampling shall be used when cohesionless soils are expected. Groundwater levels shall be measured while drilling, and immediately after drilling. After the final groundwater reading is taken, the borehole shall be backfilled within 48 hours by THIELE.

2.4.2 Laboratory Services

As soil conditions dictate, laboratory testing performed by THIELE will include:

- Visual soil classification,
- Moisture content and density determinations to characterize the state and uniformity of the deposits,

- Unconfined compression tests to determine shear strength parameters,
- Direct shear tests to determine friction values,
- One-dimensional consolidation tests to evaluate compressibility,
- Standard Proctor tests,
- And index property tests for classification including Atterberg limits, and mechanical sieve analyses.

2.4.3 Geotechnical Analysis and Report Preparation

THIELE shall prepare and provide to JACOBS a geotechnical report (draft and final) to be delivered as part of the Preliminary Design Report (see Task 3 Deliverables). The geotechnical report will contain at least the following:

- Discussion of the general soil and groundwater conditions underlying the site;
- Present the relevant engineering properties of the existing soils;
- Discuss considerations for construction of streambank stabilization, storm sewer and outfall installation.
- Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill.
- Soil excavation criteria in accordance with OSHA Standards shall be included or referenced.
- Recommendations associated with site preparation and structural fill placement.
- Recommendations for remediation of soft or unsuitable soils, if applicable.
- Analysis of the soils encountered with respect to shrink/swell characteristics and the potential for reuse as general fill, compacted structural fill, or utility backfill.
- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- Recommended soil parameters for the design of major drainage structures and walls including drained and undrained soil parameters as well as slope and global stability. Information shall be adequate for the design of wall stability related to overturning, sliding, bearing capacity, and deep-seated shear analysis.

2.5 Sewer Inspection Services – CCTV and Manhole Inspections

JACOBS will utilize TREKK Design Group, LLC (TREKK) to perform Closed Caption Television (CCTV) investigations and cleaning for condition assessment of the piped storm or sanitary sewers within the project boundary as reflected in Exhibit 1. CCTV data will be collected using the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) protocols and the inspection data and summary reports will be provided to the CLIENT digitally.

Light cleaning, up to 3 passes with a root cutter or nozzle, shall be conducted to allow passage of the CCTV camera. TREKK shall be responsible for debris disposal and arranging for water supply with local water utility and associated costs. CCTV Inspections shall be completed utilizing a main line camera on a crawling unit. The CCTV camera shall be a self-leveling type and moved through the sewer line in either direction at a uniform rate, stopping when necessary to verify proper documentation of the sewer

condition and lateral connections, but in no case will the CCTV camera be pulled at a speed greater than 30 feet per minute. If, during the inspection operation the CCTV camera will not pass through a sewer line, equipment shall be reset in a manner so that the inspection can be performed from the opposite direction. If, again, the camera fails to pass through the entire sewer, the location and cause of the camera blockage shall be documented, and information provided to the CLIENT. The inspection shall be considered complete, and no additional inspection work will be required. If heavy cleaning is required, TREKK shall notify JACOBS and proceed only after an approved change in scope and fee has been approved. It is assumed that approximately 684 linear feet of storm sewer and 3,331 linear feet of sanitary sewer will be evaluated based on review of GIS information. No lateral piping is to be inspected as part of the scope of work.

TREKK shall perform manhole inspections and condition assessment on the structures falling within the project boundary as reflected in Exhibit 1. TREKK shall perform manhole inspection and condition assessment (Level 4) on 6 storm sewer structures and 13 sanitary sewer structures and Trekk360 panoramic 360-degree images shall be taken every 5 feet in depth and stitched together into a viewable file. TREKK shall also notify JACOBS if manholes are not found or found to be inaccessible. Sub-meter location by GPS is required for structures and shall be performed by RW and provided to TREKK. The collected x, y, and z coordinates shall be incorporated with the manhole inspection data deliverables.

Task 2 Deliverables

One (1) digital (Excel format) of utility coordination log,

One (1) digital (PDF format and CAD format) of Preliminary and Final Utility Coordination Map (for information only).

One (1) digital (PDF format) of Preliminary and Final Design Utility Coordination Meeting agendas.

One (1) digital (Word format) draft and final (PDF format) meeting summaries for Preliminary and Final Design Utility Coordination Meetings.

One (1) digital (PDF format) draft and final copy of legal descriptions for up to six (6) properties where temporary or permanent easements are required.

One (1) digital (PDF format) copy of CCTV and Manhole inspection data and reports.

3 Preliminary Design

JACOBS delivered the final draft of the Quail Creek Storm Drainage Improvement Conceptual Plan to the City of Bellevue in September 2022. The Quail Creek report includes two alternatives for stream rehabilitation and protection of existing infrastructure and key assets. The preferred conceptual plan, Alternative 2, which includes a more complete rehabilitation of the stream system will be advanced to 30 Percent Design under this task.

3.1 Hydrologic & Hydraulic Analyses

3.1.1 Local Storm Drainage Design

As part of the PROJECT, up to five (5) stormwater sewer outfalls will be impacted as part the stream rehabilitation. The existing storm drainage system within the PROJECT area and upstream will not be modeled. It is assumed that the storm outfalls will be modified while maintaining or exceeding the existing sewer's full flow capacity. Storm sewer analyses will be provided in the Basis of Design Report.

3.1.2 Floodplain Hydraulic Analysis (1D HEC-RAS)

The Quail Creek floodplain downstream of Twin Creek Drive will be regulated by the Federal Emergency Management Agency (FEMA) through the City of Bellevue's Floodplain Administrator. JACOBS will coordinate with the local Floodplain Administrator through Task 5.5. It is assumed that floodplain hydraulic analysis will be required to support floodplain permitting; the effort for floodplain hydraulic analysis and reporting is included in this task.

JACOBS will update the 1D HEC-RAS model of Quail Creek provided by P-MRNRD to determine the hydraulic impacts of the stream design on the FEMA floodplain. The following 1D HEC-RAS models will be simulated as part of the floodplain hydraulic analysis:

- FEMA Duplicate Effective Conditions Model: Simulations to confirm the model provided by P-MRNRD produces the flood data matching the published FEMA floodplain.
- FEMA Corrected Effective Conditions Model: The FEMA duplicate effective conditions model will be updated to reflect changes within the PROJECT area including updating the model's open channel geometry and structures based on topographic surveyed conditions. The corrected effective model serves as a baseline condition to evaluate whether other simulations result in a rise in water surface elevations.
- FEMA Proposed Conditions Model: Simulations for the proposed conditions model that will reflect the proposed grading for the stream rehabilitation design. Corrected effective conditions model will be compared to the proposed condition model to understand the impacts to the regulatory 100- and 500-year floodplains.

Water surface profiles from the 1D HEC-RAS models listed above will be compared in a tabular format to the top of road, top of bank, and surveyed finished floor elevations of structures to evaluate the potential flood risk benefits of the stream rehabilitation reflected in the proposed conditions model.

3.1.3 Design Reach Hydrologic Analysis

JACOBS will update the hydrologic analyses included in the HEC-HMS model provided by P-MRNRD to establish design flows specific to the project reach. The PROJECT design flows will be used subsequently for the design reach hydraulic analyses task. Updated drainage areas and runoff calculations will be developed utilizing HEC-HMS. It is assumed drainage area characteristics such as land-use, contours, etc., will be developed utilizing Sarpy County GIS data. The updated hydrologic information will be used for design purposes.

3.1.4 Design Reach Hydraulic Analyses (2D HEC-RAS)

The stream rehabilitation design will be developed as a 3D terrain model using AutoCAD Civil 3D 2021 CAD software based on local topographic survey and Sarpy County GIS data.

A 2D HEC-RAS model will be developed from the 3D terrain model to support the design reach hydraulic analyses of the stream rehabilitation elements. The 2D hydraulic model results, such as velocities and shear stresses, will be used to support design of the stream rehabilitation measures and level of protection needed for bank stabilization and grade control structures.

3.2 Preliminary (30 Percent) Design Report and Drawings

The Preliminary Design will consist of preparation of a Basis of Design Report and 30 Percent Drawings. Preliminary Design (30 Percent) includes the following items:

- JACOBS will prepare a Preliminary Design Basis of Design Report outlining the critical components for the project design. Alternative 2 from the conceptual design phase will be advanced and additional

detail will be added based on the results of the utility coordination, field assessments, storm sewer analysis, and hydraulic analyses.

- JACOBS will prepare preliminary (30 Percent) construction drawings in AutoCAD Civil 3D 2021 including proposed stream rehabilitation plan and profile views, cross sections, and typical details; proposed sanitary sewer plan and profile views, associated typical details; proposed stormwater outfall plan and profile views; preliminary environmental impacts, construction phasing, and temporary site access. A list of anticipated sheets is provided in the Task 3 Deliverables section of this scope.
- JACOBS will prepare a preliminary table of contents for the technical specifications.
- JACOBS will prepare a 30 Percent Design opinion of probable construction OPCC estimate. (AAE Class 3)
- JACOBS will facilitate a Preliminary Design Workshop at the CLIENT's office attended by JACOBS design team, the CLIENT's Public Works staff, and other stakeholders considered appropriate by the CLIENT. The purpose of this workshop will be for JACOBS to present information about the Basis of Design and an overview of the critical components of the proposed channel rehabilitation and solicit feedback and issues including private and City of Bellevue property, construction, maintenance, and permitting. After the workshop, CLIENT will consolidate review comments from CLIENT's staff and provide the compiled comments to JACOBS, who will prepare a written response to CLIENT and stakeholder comments. JACOBS will prepare a summary of the workshop documenting key decisions and action items. JACOBS will provide a draft summary of the workshop and response to comments to CLIENT for review and comment prior to finalizing. JACOBS will address CLIENT and stakeholder comments per the recommendations documented in the written response to comments.

Task 3 Deliverables

One (1) digital (ZIP file format) of 30 Percent Design 1D HEC-RAS and 2D HEC-RAS model files.

One (1) digital (PDF format) and one (1) hard copy of 30 Percent Basis of Design Report, inclusive of:

- Geotechnical Investigation Report;
- 30 Percent Design construction drawings as 11"x 17" sheets (see expected 30 Percent Design construction drawings listed below);
- 30 Percent Design OPCC estimate; and
- List of technical specifications.

One (1) digital copy of Preliminary Design Workshop agenda (PDF format), draft meeting summary (Word format), and final meeting summary (PDF format).

The expected 30 Percent Design construction drawings are listed below.

- Cover Sheet
- General Notes with Sheet Index
- Existing Conditions (with Topographic Survey, Tree Survey, ROW Basemap)
- Demolition and Tree Removal Sheet
- Stream Plan and Profiles (with draft Temporary Site Access)
- Stormwater Outfalls Plan and Profiles

- Typical Stream Cross Section Details
- Stream Channel Cross Sections (draft)
- Stream Structure Details (draft)

4 Final Design

JACOBS anticipates advancing the 30% documents to a 90% design level: bypassing a 60% review. This will advance provide an opportunity to accelerate the project schedule while also provide some budget relief.

4.1 Hydraulic Analyses

The AutoCAD Civil 3D terrain model developed for the stream rehabilitation design in Task 3 will be updated to reflect design advancements or modifications under Final Design (90 Percent Design).

The hydraulic models (1D and 2D HEC-RAS models) developed in Task 3 will be updated to reflect design advancements or modifications under Final Design (90 Percent Design).

Water surface profiles from the 1D HEC-RAS models will be updated and compared in a tabular format (90 Percent Design) to the top of road, top of bank, and surveyed finished floor elevations of structures to evaluate the potential flood risk benefits of the stream rehabilitation reflected in the proposed conditions model.

Velocity and shear stress results from the 2D HEC-RAS model will be updated (90 Percent Design) to support design of the stream rehabilitation measures and level of protection needed for bank stabilization and grade control structures.

4.2 Detailed Design Report and Drawings (90 Percent)

The Detailed Design Report and Drawings (90 Percent) task includes updates to the 30 Percent Design Basis of Design Report and Construction Drawings to reflect changes or refinements to the 30 Percent Design, including the following items:

- JACOBS will update the Preliminary Design Basis of Design Report for 90 Percent Design.
- JACOBS will prepare a Project Manual that includes the CLIENT's standard front end contracting and general condition requirements and supplemental technical specifications drafted by JACOBS.
- JACOBS will update Preliminary Design construction drawings in AutoCAD Civil 3D 2021 to create 90 Percent Design construction drawings. A list of sheets is provided in the Task 4 Deliverables section of this scope.
- JACOBS will prepare a 90 Percent Design OPCC estimate. (AACEI Class 2)
- JACOBS will facilitate up to a 90 Percent Design Workshop at the CLIENT's office attended by design team members, the CLIENT's Public Works staff, and other stakeholders considered appropriate by the CLIENT. The purpose of this workshop will be for JACOBS to present information about the Basis of Design and an overview of the critical components of the proposed channel rehabilitation and solicit feedback. After the workshop, CLIENT will consolidate review comments from CLIENT's staff and give these to JACOBS, who will prepare a written response to CLIENT and stakeholder comments. JACOBS will prepare a summary of the workshop documenting key decisions and action items. JACOBS will provide a draft summary of the workshop and response to comments to CLIENT for review and comment prior to finalizing. JACOBS will address CLIENT and stakeholder comments per the recommendations documented in the written response to comments.

4.3 Final Design Report and Drawings (100 Percent)

The Final Design Report and Drawings (100 Percent) task includes updates to the 90 Percent Design's Basis of Design Report, Project Manual, and Construction Drawings to reflect changes or refinements to the 90 Percent Design, including the following items:

- JACOBS will update the 90 Percent Design Basis of Design Report for 100 Percent Design.
- JACOBS will update the 90 Percent Project Manual.
- JACOBS will update the 90 Percent Design construction drawings in AutoCAD to create 100% Design construction drawings.
- JACOBS will prepare a Final Design OPCC estimate. (AAE Class 1)

Task 4 Deliverables

One (1) digital (ZIP file format) of 90 Percent Design 1D HEC-RAS and 2D HEC-RAS model files.

One (1) digital (PDF format) and one (1) hard copy of 90 Percent Basis of Design Report, inclusive of:

- 90 Percent Design construction drawings as 11"x 17" sheets (see expected 90 Percent Design construction drawings listed below); and
- 90 Percent Design OPCC estimate.

One (1) digital (PDF format) and one (1) hard copy of 90 Percent Design Project Manual.

One (1) digital copy of 90 Percent Design Workshop agenda (PDF format), draft meeting summary (Word format), and final meeting summary (PDF format).

One (1) digital (PDF format) and one (1) hard copy of 100 Percent Basis of Design Report, inclusive of:

- 100 Percent Design construction drawings as 11"x 17" sheets (see expected 100 Percent Design construction drawings listed below); and
- 100 Percent Design OPCC estimate.

One (1) digital (PDF format) and one (1) hard copy of 100 Percent Design Project Manual.

The expected 90 and 100 Percent Design construction drawings are listed below.

- Cover Sheet
- General Notes with Sheet Index
- Existing Conditions (Topographic Survey, Tree Survey, ROW Basemap)
- Construction Phasing, Temporary Site Access Sheet, and Horizontal Controls
- Demolition and Tree Removal Sheet
- Stream Plan and Profiles
- Stormwater Outfalls Plan and Profiles
- Typical Stream Cross Section Details
- Stream Channel Cross Sections

- Stream Structure Details
- Stormwater Infrastructure Details
- Stormwater Pollution Prevention Plan (SWPPP) Notes and Details
- SWPPP Plan Sheets
- Typical Stream Cross Section Planting Details
- Planting and Seeding Plans and Notes
- Planting Standard Details
- Tree Mitigation / Planting Sheet
- Miscellaneous Details

5 Permitting

5.1 USACE PL84-99 Program Coordination

It is anticipated that PROJECT work will require impacts to the West Papio at the Quail Creek confluence. West Papio is a federally regulated waterway and construction impacting the West Papio is subject to rules and regulations governed by the United States Army Corps of Engineers (USACE) PL84-99 program. USACE PL84-99 program coordination may include meetings with USACE and the Papillion-Missouri River Natural Resources District (P-MRNRD). This includes up to three (3) workshops with USACE and P-MRNRD.

5.2 Section 404 Permitting Coordination

It is anticipated that the PROJECT work will require USACE permitting under Section 404 of the Clean Water Act. It is assumed that a Nationwide Permit, as opposed to a 404 Individual Permit, will be appropriate for this work. As such, JACOBS will identify the potential Nationwide permit type(s) applicable to the PROJECT and provide recommendations to the CLIENT. Agency coordination may include meetings with a representative of the Omaha District USACE regulatory branch to confirm the appropriateness of using a Nationwide Permit and how best to permit the PROJECT. This includes a coordination meeting and pre-application meeting.

Mitigation design related to channel or wetlands and support for a 404 Individual Permit application is not included in this scope of services. Should permitting and mitigation design be required, these services will be added to the contract by amendment upon approval by the CLIENT.

5.2.1 Stream Condition Assessment (NeSCAP)

JACOBS shall conduct stream assessment per Nebraska Stream Condition Assessment Procedures (NeSCAP). The stream assessment will document baseline information to help develop potential alternatives to lessen impacts, guide decisions on mitigation requirements, and provide initial screen for determining the need for detailed assessment associated with Clean Water Act 404 permitting. The baseline stream assessment will be utilized to compare baseline conditions with the proposed conditions.

5.3 City of Bellevue Permits

JACOBS shall be required to obtain permits through the City of Bellevue. The project shall require a Grading Permit and the Post Construction Stormwater Management Plan (PCSWMP) submittal. JACOBS will support the documentation and approval for the Grading Permit. JACOBS will prepare and submit the documentation for the Post Construction Stormwater Management Plan (PCSWMP) submittal. JACOBS will

coordinate with the CLIENT to develop a Maintenance Plan for the completed project and develop the Maintenance Agreement required for the PCSWMP.

5.4 NDEE Permits

JACOBS shall obtain the required permits through Nebraska Department of Environment and Energy (NDEE). Should additional NDEE Permits be required, work to complete said permits shall be added by amendment upon approval by the CITY. JACOBS will complete the State of Nebraska Department of Environmental Quality – National Pollutant Discharge Elimination System (NDEE-NPDES) stormwater permit application form, Construction Storm Water Notice of Intent (CSW-NOI) and Stormwater Pollution Prevention Plan (SWPPP). The SWPPP plans and narrative will include erosion and sediment control for the PROJECT area.

5.5 Floodplain Permit

JACOBS shall be required to obtain a City of Bellevue Floodplain Development Permit. It is assumed a permit will be granted without the need for a Conditional Letter of Map Revision (CLOMR). This includes coordination with the local floodplain administrator and preparation of a cover letter, floodplain development permit, and supporting material. The required FEMA floodplain modeling and associated reporting will be performed under Task 3.

Should additional evaluation or coordination with FEMA or the CLIENT’s Floodplain Administrator be required, these shall be added by amendment upon approval by the CITY. It is also assumed that should a Letter of Map Revision (LOMR) be required once the project is complete an amendment will be requested as it is not included in this scope of work.

Task 5 Deliverables

One (1) digital copy of each USACE PL84-99 coordination meeting agenda (PDF format), draft meeting summary (Word format), and final meeting summary (PDF format). Assumed up to four (4) USACE PL84-99 coordination meetings.

One (1) digital copy of each Section 404 coordination and pre-application meeting agenda (PDF format), draft meeting summary (Word format), and final meeting summary (PDF format). Assumed up to two (2) Section 404 meetings.

One (1) digital (PDF format) and one (1) hard copy of 404 Nationwide Permit Application (if required).

One (1) digital (PDF format) and one (1) hard copy of NeSCAP report and scoring.

One (1) digital (PDF format) and one (1) hard copy of Grading Permit Application.

One (1) digital (PDF format) and one (1) hard copy of PCSWMP application materials.

One (1) digital (PDF format) and one (1) hard copy of NDEE-NPDES Permit application, CSW-NOI, and SWPPP.

One (1) digital (PDF format) and one (1) hard copy of Floodplain Development Permit Application.

6 Grant Administration Support

6.1 Urban Drainageway Grant Administration Support

The PROJECT has been awarded an Urban Drainageway grant by the P-MRNRD for \$1,500,000 to be distributed over a period for three years starting in 2024. As part of this grant program the CLIENT is

required to submit applications for the Nebraska Environmental Trust (NET) Fund and NDEE Section 319 Grant Application.

JACOBS will provide documentation for the CLIENT to submit periodic reports to the P-MRNRD for the Urban Drainageway Program grant, as required to receive reimbursement for design and construction of the PROJECT. Documentation will include invoices for the design of the PROJECT, information extracted from the Basis of Design report, and information from the construction drawings.

6.2 Nebraska Environmental Trust Grant Application

JACOBS will support the CLIENT in preparing material to be submitted digitally on NET's application page. Material for the six tabs that are required to be submitted will be developed. These tabs include Cover Sheet with narrative, Budget, Real Estate, Timeline, Requirements (Eligibility and Scoring Criteria questions), Attachments, and Submit. Draft material will be provided to CLIENT for review prior to submittal.

NET accepts grants annually. The application period opens around July with a deadline of the first Tuesday after Labor Day, September 3, 2025.

The Nebraska Environmental Trust Grant Application task only includes coordination with CLIENT and the development NET grant application material. Additional scope and services will be required to complete grant process and develop Project Implementation Plan (PIP) if the NET awards a grant to proceed with the PROJECT. Scope does not include grant management and reporting for the NET grant.

6.3 NDEE Section 319 Grant Notice of Interest Support

JACOBS will support the CLIENT in preparing Notice of Interest (NOI) application material to be submitted the NDEE. Tasks include one coordination call with NDEE staff to discuss project and approach and preparing the NOI form. Draft material will be provided to CLIENT for review prior to submittal.

The NDEE reviews NOIs at least tri-annually in January, May, and September. It is anticipated that the NOI will be submitted in September of 2025. NOIs are due the first business day of the review month.

The NDEE Section 319 Grant Notice of Interest Support task only includes coordination with the CLIENT and NDEE and development of the NOI. Additional scope and services will be required to complete grant process and develop Project Implementation Plan (PIP) if the NDEE awards a grant to proceed with project. Scope does not include grant management and reporting for the Section 319 Grant.

Task 6 Deliverables

One (1) digital copy of documentation for the CLIENT to submit up to three (3) periodic reports to the P-MRNRD for the Urban Drainageway grant program.

One (1) digital copy of NET grant application material.

One (1) digital copy of NDEE Section 319 Grant NOI application material.

One (1) digital copy of NDEE coordination meeting agenda (PDF format), draft meeting summary (Word format), and final meeting summary (PDF format). Assumed one (1) NDEE meeting.

7 Public Involvement

7.1 Preliminary Design Public Meeting

JACOBS will prepare a PowerPoint presentation and two poster board visuals and facilitate a public meeting to update the PROJECT to stakeholders on the Preliminary 30 Percent Design. JACOBS will

prepare a notification postcard for the Preliminary Design public meeting and mail to addresses within a two-block radius of the PROJECT.

7.2 Pre-Construction Public Meeting

JACOBS will prepare a PowerPoint presentation and two poster board visuals and facilitate a public meeting to update PROJECT to stakeholders prior to the start of construction. The presentation will provide a general overview of the construction project and schedule. Input will be solicited from stakeholders regarding concerns they may have during construction. JACOBS will prepare a notification postcard for the pre-construction public meeting and mail postcards to addresses within a two-block radius of the PROJECT area, and to those that attended previous public meetings for the project.

7.3 Property Owner Meetings

JACOBS will help facilitate property owner meetings, as needed, to discuss PROJECT details with adjacent property owners as needed (maximum of 8 occurrences). This includes dedicated communications with Bellevue Soccer Club. JACOBS will provide summary of discussions to document correspondence.

Task 7 Deliverables

Up to 25 Preliminary Design Public Meeting notification postcards.

Up to 25 Pre-Construction Public Meeting notification postcards.

One (1) digital copy of PowerPoint presentation for Preliminary Design public meeting.

One (1) digital copy of PowerPoint presentation for Pre-Construction public meeting.

Up to 20 copies of one (1) 8.5" x 11" sized color handout for use at the Preliminary Design public meeting.

Up to two (2) 34" x 44" poster boards for use at the Preliminary Design public meeting.

Up to 20 copies of one (1) 8.5" x 11" sized color handout for use at the Pre-Construction public meeting.

Up to two (2) 34" x 44" poster boards for use at the Pre-Construction public meeting.

8 Bid Phase Services

JACOBS will provide the following Bid Phase services:

- Prepare agenda and approximately 10-minute presentation for pre-bid meeting;
- Attend pre-bid meeting by up to two (2) JACOBS staff;
- Address questions during bidding period;
- Prepare up to two addenda; and
- Review contractor bids for conformance and prepare recommendation for award.

Task 8 Deliverables

One (1) digital (Word format) and one (1) hard copy of pre-bid meeting agenda.

One (1) digital (Word format) and one (1) hard copy of pre-bid meeting summary.

One (1) digital (Word format) and one (1) hard copy of up to two (2) addenda.

Assumptions

- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, JACOBS has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, JACOBS makes no warranty that the CLIENT's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from JACOBS' opinions, analyses, projections, or estimates.
- CLIENT will provide to JACOBS all data in CLIENT's possession relating to JACOBS services on the Project.
- JACOBS will reasonably rely upon the accuracy, timeliness, and completeness of information provided by CLIENT.
- The hydrologic model will not be updated as part of 100% Design phase.
- Terrain model and hydraulic models updated at the 90% Design phase will be considered final. Model updates for the 100% Design phase are not included in this scope of work.
- 100% Design Workshop is included in this scope of work.
- Final comments from the CLIENT and stakeholders will be provided at the 90% Design Phase and addressed in development of the 100% Design. Comments provided at the 100% Design Phase are recommended to be addressed as an Addenda under the Bid Phase Services task.
- Sanitary sewer design scope of work will be limited to preparing a design for protective cover of the exposed pipe for the extents within the stream channel.
- A CLOMR or LOMR will not be required for the PROJECT.
- CLIENT will provide to JACOBS the City of Bellevue standard front end contracting and general condition requirements at the Preliminary Design Workshop.
- CLIENT will secure a meeting location for public involvement meetings.
- Public involvement outreach limited to the property owners that adjoin the project area; there are approximately 15 separate properties adjacent to this PROJECT.

ARTICLE 2 - Schedule

The estimated PROJECT schedule is shown below and is based upon a Notice to Proceed from the CLIENT. Responses to reviews of deliverables provided to the CLIENT will be critical to meeting deadlines and maintaining the PROJECT schedule.

- Notice to Proceed – day zero
- Utility Coordination and Field Assessments – 210 calendar days*
**Utility Coordination & Field Assessment will be ongoing during Preliminary Design.*
- Preliminary Design (30 Percent) Deliverables – 140 calendar days
- Permitting Deliverables – 210 calendar days**
*** Permitting effort will be initiated during 30% and run concurrent throughout remainder of design effort.*
- Detailed Design (90 Percent) Deliverables – 80 calendar days
- Final Design (100 Percent) Deliverables – 60 calendar days
- Bid Phase Services – 90 calendar days***
****Bid phase services will begin after the Final Design is complete.*
- Public Involvement Deliverables – 300 calendar days****
*****Public Involvement will run concurrently with design and bidding efforts.*
- Grant Administration Support Deliverables – 364 calendar days*****
******Grant administration support will run concurrently through the design.*
- **Total Design / Project Duration = 364 calendar days.**

ARTICLE 3 - Compensation

Compensation by CLIENT to JACOBS for the proposed services described above will be as described in Attachment B.

Attachment B
COMPENSATION
Quail Creek Rehabilitation at Twin Creek Drive
Final Design Services

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A, Scope of Services will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Services above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus subcontracts and outside services at cost, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. A minimum bill rate of ninety dollars (\$90) per hour will be applied to the CAD Technician and international team members employed by JACOBS. At JACOB's discretion, billing rates for certain subject matter experts may be capped to a value less than the bill rate computed based on the multiplier noted above.

B. BUDGET

The maximum cost for this PROJECT, as defined by services described in the Scope of Services outlined in Attachment A is Five Hundred Seventy-One Thousand, Eight Hundred and Three dollars (\$571,803), which will be billed on a time and materials basis. JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of \$571,803 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a "time and materials" basis on hourly rates for all labor and direct costs. A summary of labor hours per task and JACOBS's standard hourly billing rates is included in Table 1 below.

Table 1:

Schedule of Hourly Rates, 2025*										
Quail Creek Rehabilitation at Twin Creek Drive – Final Design Services										
Staff Name	Hourly Rate	Task 1 Hours	Task 2 Hours	Task 3 Hours	Task 4 Hours	Task 5 Hours	Task 6 Hours	Task 7 Hours	Task 8 Hours	Total
Project Manager	\$ 250	72	32	36	51	16	0	48	10	265
Design Manager	\$ 232	99	24	156	178	32	10	32	12	543
Civil Engineer	\$ 129	52	68	109	140	92	45	32	16	554
Stream Engineer	\$ 144	0	22	224	180	0	0	0	12	438
CAD Technician	\$ 90	0	4	144	218	20	0	0	4	390
CAD Designer	\$ 156	0	0	8	8	0	0	0	0	16
Senior Stream SME	\$ 252	0	0	40	60	8	0	0	4	112
Senior H&H SME	\$ 287	0	0	20	8	0	0	0	0	28
Geotechnical Engineer	\$ 273	0	24	8	12	0	0	0	0	44
Spec Specialist	\$ 140	0	0	0	60	0	0	0	0	60
San Sewer Engineer	\$ 162	0	12	8	12	0	0	0	0	32
Wetland Scientist	\$ 147	0	0	4	0	60	4	0	0	68
Tech Editor	\$ 134	0	0	20	40	0	0	0	0	60
Project Coordinator	\$ 169	80	0	0	0	0	0	0	0	80
HSSE	\$ 246	4	0	0	0	0	0	0	0	4
Cost Estimator	\$ 260	0	0	40	60	0	0	0	0	100
Contract Support	\$ 157	6	0	0	0	0	0	0	0	6
Total Labor Hours		313	186	817	1027	228	59	112	58	2800
Total Labor Costs		\$63,112	\$34,377	\$138,697	\$170,904	\$35,942	\$8,716	\$23,554	\$10,446	\$485,749
Expenses		\$0	\$0	\$400	\$600	\$2,400	\$0	\$1,000	\$200	\$4,600
Subconsultant Costs		\$0	\$81,454	\$0	\$0	\$0	\$0	\$0	\$0	\$81,454
Total Costs		\$63,112	\$115,831	\$139,097	\$171,504	\$38,342	\$8,716	\$24,554	\$10,646	\$571,803
*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2025. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.										

Mileage Rate	Current IRS audit rate at time of service
Other related consumable supplies (field equipment and supplies, etc.)	Acutal
Postage, frieght	Acutal
Travel costs (airfare, hotel, car rental, meals, etc.)	Acutal
Subcontractor and Outside Services	Acutal