

Bellevue City Council Meeting

Tuesday, April 1, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Jay Dunston, Bellevue Christian Center, 1400 Harvell Drive.
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 *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Approval of the March 18, 2025 City Council Minutes.
 2. (*) Acknowledge receipt of the Complete Streets Annual Report. (Planning Director)
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
 - a. Proclamation declaring April 13, 2025 as "Earth Day" in Bellevue, NE. (Councilman Preister)
 - b. Proclamation declaring April 25, 2025 as "Arbor Day" in Bellevue, NE. (Councilman Preister)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION
 - a. Judy Mansidor - Topic of Consideration - LB214 Newborn Safety Devices.
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd 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.
12. ORDINANCES FOR PUBLIC HEARING (2nd 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)
 1. Small Subdivision Plat Lots 1 and 2, Kennedy Town Center Replat Eight. **(No Action Required)**
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4182: Request to approve the detachment of Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest ¼ of Section 1, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

Applicant: City of Bellevue. (Planning Director)

b. Ordinance No. 4183: Request to amend Section 9-3, Subsection (1) of the Bellevue Municipal Code to amend the Ward One boundary to account for the de-annexation of Offutt AFB property. Applicant: City of Bellevue. (Planning Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for site plan approval for Lot 1, Kennedy Town Center Replat Eight, for the purpose of an AutoZone auto parts store. Applicant: Zarembo Group, LLC. General Location: Southeast Corner of West Chandler Road and South 22nd Street. (Planning Director) **(Hold Public Hearing - Table vote until April 15th, along with small subdivision plat of 12a.1)**

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Funding Approval Agreement for FY-24, in the amount of \$315,504.00. (CDBG Program Specialist/Finance Director)

b. Approval of Services Agreement with Douglas County, Nebraska for the purpose of providing forensic services and authorize the Mayor to sign. (Captain Melvin)

c. Approve and authorize the Mayor to sign an estimate from Best Cut Lawn Service, Inc. to remove the old retaining wall at the cemetery and replace it with a block retaining wall, in an amount not to exceed \$16,020.00. (Public Works Director)

d. Approve and authorize the Mayor to sign an agreement with KenBrooke Roofing Inc. to furnish and install a roof on the mechanical room at District 1 Fire Station, in an amount not to exceed \$11,200.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the agreement with KenBrooke Roofing Inc. for roof repair from storm damage at District 1 Fire Station, in an amount not to exceed \$74,282.00. (Public Works Director)

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b.1
4/1/2025

Bellevue City Council Meeting, March 18, 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 March 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. Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

Motion was made by Preister, seconded by Burns, 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: Acknowledge receipt of February 11, 2025 Tree Board Minutes; Acknowledge receipt of the February 27, 2025 Planning Commission Minutes; Approval of the March 4, 2025 Board of Equalization (BOE) minutes; and Approval of the March 4, 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 McCaw, 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: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

ORDINANCES FOR PUBLIC HEARING: (Second 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 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 for the second time and a public hearing was held.

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

Ms. Diane Bruce, President of Bellevue Chamber of Commerce, spoke in support of the rezoning request.

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

Mayor Hike declared the public hearing closed.

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Bellevue City Council Meeting, March 18, 2025, Page 2

Mayor Hike noted on the plat map Lot 22 was omitted.

Mr. Dave Goedeken, Public Works Director, explained in the legal description at the top of the map it states it is a replat of Lots 20 and 21. He advised this should include Lot 22.

Mayor Hike requested the plat is updated before Council votes on the item at the next meeting.

Mayor Hike stated the third and final reading will be heard at the Council meeting on April 1, 2025.

Request to preliminary plat Lots 1 through 5, Bellevue Entertainment District.

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.

Mayor Hike stated the final vote will be heard at the Council meeting on April 1, 2025.

ORDINANCES FOR INTRODUCTION (1st reading):

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)

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 was read by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on April 1, 2025.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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)

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 Preister, seconded by Collins, to 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. 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.

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. 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.

Motion was made by Welch, seconded by Collins, to approval an 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. 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.

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

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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)

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

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

Mayor Hike opened the public hearing to give an opportunity for individuals to speak in favor of or in opposition to the condemnation at 4902/4906 Robin Drive.

Mr. Mike Christensen, Chief Building Inspector, provided a video and detailed explanation of the damage to the property, 4902/4906 Robin Drive, resulting from an explosion on October 31, 2024. He explained initially the management company secured and gated the property, except for the backside. Recently he was notified by Bellevue Police Department (BPD) that there have been several trespassers on the property. He stated since the incident the property has been sold twice. He mentioned the current owner, Mr. Flores, was there over the weekend boarding up and securing the property. He stated he met with him last week and today.

Mayor Hike questioned if there was any insurance to pay for the demolition. Mr. Christensen replied no.

Councilwoman Welch stated she is aware Mr. Christensen tries to do everything to save properties, however this one has so much damage and can't be saved.

Mr. Christensen explained the west side, where the explosion was, will need to be taken down to the footings. He stated Mr. Flores has an idea of what he would like to do. He stated there is no guarantee that the footings are stable.

Councilman Preister questioned if people have been able to get their personal positions out. Mr. Christensen mentioned the tenants have not been allowed inside. He explained Mr. Flores has taken some items out of the structure and put them outside on the property. Discussion followed.

Councilman Casey questioned who ultimately makes the decision the structure is rebuildable. Mr. Christensen explained they would need to hire engineers to see if there is anything salvageable.

Mr. Eloy Flores, 2896 Washington Street, Omaha, stated he brought the property approximately six weeks ago. He stated he brought his friend to translate.

Mr. Eddie Rosales, was present to translate for the property owner Mr. Flores. He stated Mr. Flores has written up a construction plan for the rehabilitation of the property. The construction plan outlines the intended repairs and upgrades to bring the property up to current building codes. Mr. Rosales read the details of the construction plan and scope of work to include repairs to the foundation, framing, plumbing, electrical, HVAC, windows, siding, and other essential improvements. All work will be performed by licensed professionals per local, state, and federal regulations. Mr. Rosales stated Mr. Flores intends to hire an architect. Mr. Rosales read details outlined in the construction plan. Mr. Rosales stated all work will be in compliance with the City of Bellevue's adopted building codes and permits will be pulled. Estimated completion is September 2025, with work being done in phases. Mr. Rosales advised he has a list of the qualified contractors. He mentioned Mr. Flores has references and has built two homes in Bellevue. He stated the property will be restored to a safe habitable structure.

Mayor Hike commented he is skeptical that everything listed can be done, with a complete tear down and rebuild.

Mr. Rosales translated Mayor Hike's comment to Mr. Flores.

Mr. Rosales stated Mr. Flores explained he met with Mr. Christensen this afternoon. They had a discussion regarding the footings and structure.

Councilman Preister questioned how much the complete job would cost. Mr. Rosales advised Mr. Flores estimated \$100,000 to \$120,000, working in conjunction with the contractors mentioned in the construction plan. Mr. Rosales noted the construction plan was emailed to Mr. Christensen this afternoon. Discussion followed.

Councilman Preister mentioned the personal items being placed outside. He has concerns with the approaching storm coming. Mr. Rosales advised Mr. Flores explained the items will be protected until the time comes when he can get the personal items back.

Councilman Casey mentioned one of the secures is the property not being secured and keeping trespassers

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out. He questioned Mr. Flores on how he plans to secure the property and keep it safe. Mr. Rosales advised it is Mr. Flores' intention to board up every entry way to the house. Councilman Casey questioned if there will be fencing put around the property. Mr. Rosales stated Mr. Flores commented if the council approves him rehabilitating the property, he will consider putting up a fence.

Councilwoman Welch stated according to Sarpy County Mr. Flores has owned the property since January 21st. She questioned why he had not had a meeting with Mr. Christensen in January. Why did he wait until the property was on the verge of condemnation to meet with Mr. Christensen.

Mr. Rosales explained to Mr. Flores that he thought because the property was fenced in and locked with a padlock, he did not think there would be any danger of intrusion on the property.

Councilwoman Welch questioned since January until now, he did not want to do anything to fix the property. Mr. Rosales stated that Mr. Flores explained he was working on the plan to come meet with Mr. Christensen.

Mr. Christensen advised he has seen the scope of work. It is obvious it is not a repair. It is more of a disassembly and construct. You don't need an architect for this, you need an engineer to evaluate the footings and more. It is not a repair of the foundation on the west side, but a replacement.

Mayor Hike questioned if Mr. Christensen researched the other properties Mr. Flores mentioned building in Bellevue. Mr. Christensen stated he had pulled a one-time license. If you can show competency from another jurisdiction, Bellevue will allow the one-time license. He researched and was able to find one of the two homes he stated he built in Bellevue.

Councilwoman Welch questioned Mr. Christensen if Mr. Flores had met with him prior to this past week. Mr. Christensen stated no. The first time he spoke to Mr. Christensen was last Thursday. Discussion followed.

Mayor Hike questioned once the property goes into condemnation, how can it get out of condemnation. Mr. Christensen explained it you don't.

Councilman Casey questioned if Mr. Flores was notified there had been trespassers. Mr. Christensen stated he knows BPD received phone numbers for Mr. Flores. Whether contact was made or not, he is unsure.

Councilman McCaw questioned if the right engineer and crew were hired, can the job be done. Mr. Christensen stated anything is possible.

Councilman Preister questioned Mr. Christensen if the estimate seems realistic to him. Mr. Christensen mentioned there will have to be extensive work. He stated Sarpy County had over \$200,000 and they are typically low on their estimates.

Councilwoman Welch mentioned if the condemnation is done, the structures are demolished, that Mr. Flores could rebuild on that property. Mr. Christensen stated yes. He mentioned he reached out for bids and two companies came back with \$22,000.00.

Mr. Rosales addressed the concern of the cost of the construction plan coming in so low. He advised Mr. Flores explained it is due to his resources it saves money on the labor. He will be doing a large part of the project himself. Mr. Flores has experience rebuilding properties.

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

Mayor Hike declared the public hearing closed.

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

Motion was made by Welch, seconded by Casey, to approve Resolution No. 2025-06: Condemning the structure(s) located at 4902/4906 Robin Drive, Bellevue, 68157 and authorize the Mayor to sign. Further discussion ensued. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: McCaw; abstain: none; absent: none. Motion carried.

RESOLUTIONS:

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)

Mr. Mick Occhiuto, Bellevue Bicycle Club, thanked the City Council and Police Department in their support of the event. He explained the Ride of Silence honors those killed in car and bicycle accidents. He stated the Ride of Silence will occur on May 21, 2025 at Twin Creek Trail Head.

Discussion occurred on the route of the ride.

Motion was made by Welch, seconded by Collins, to approve 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. Roll call vote to approve the

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Bellevue City Council Meeting, March 18, 2025, Page 5

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

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)

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

CURRENT BUSINESS:

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)

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

Motion was made by Preister, seconded by Welch, to 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. 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 Supplement No. 2 Agreement with Benesch for Mission Avenue Streetscape Reconstruction, in an amount not to exceed \$198,342.00 (Public Works Director)

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

Councilman Preister questioned if there is a picture of the design to review. Mr. Goedeken advised there is not an illustration at this point. There are plans if he would like to review them.

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 Jacobs Engineering Group Inc. for engineering services for Quail Creek – Outlot 2, Twin Creek Drive, in an amount not to exceed \$571,803.00. (Public Works Director)

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the agreement with Jacobs Engineering Group Inc. for engineering services for Quail Creek – Outlot 2, Twin Creek Drive, in an amount not to exceed \$571,803.00. 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
March report will be attached to the April 1st Council packet)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting was adjourned at 7:03 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.

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Bellevue City Council Meeting, March 18, 2025, Page 6

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 18, 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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*5b.2
4/1/2025

COUNCIL MEETING DATE: April 1, 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 type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	

SUBJECT:

Complete Streets Annual Report

SYNOPSIS/BACKGROUND:

The attached report includes activities undertaken by both city staff and the Citizen Complete Streets Advisory Panel to further advance complete streets principles within the city. Ordinance No. 3921 requires an annual report from the City Administrator to the City Council showing the progress made in implementing complete streets.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text"/>
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"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <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:

No action is required by the City Council. This report is for informational purposes only.

ATTACHMENTS:

- | | | |
|-----------------------------------|-------------------------|-------------------------|
| 1. Complete Streets Annual Report | 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:

Tammi Palm

Shirley J. Pappalardo

Shirley J. Pappalardo



Bellevue Citizen Complete Streets Advisory Panel (CCSAP) 2024 Report

As required by the Bellevue Complete Streets Ordinance No. 3921, this report is made by the CCSAP to be a part of the annual required report.

Our CCSAP mission: To provide that transportation improvements are planned, designed, and constructed to encourage walking, bicycling and transit use while promoting safe and efficient operation for all users.

CCSAP Accomplishments for 2024 include:

- Conducted CCSAP work meetings with recorded minutes. Available minutes are attached.
 - Compiled and submitted the 2024 CCSAP Report to the City Council.
 - Researched complete streets policies locally as well as nationwide.
 - Attended Heartland 2050 meetings.
 - Communicated with city staff regarding Smart Growth America, Goal Zero, Smart Cities, Smart Grid, and the American Public Transportation Association.
 - Attended Smart Cities planning and working meetings.
 - Attended MAPA Board meetings.
 - Worked on integrating complete streets principles and provided feedback on the city's Comprehensive Plan and Long-Range Transportation Plan.
 - Researched trends nationally and internationally regarding biking, walking, city design, electric biking, Walk America, and complete streets.
- CCSAP members performed 140 hours of professional service:
- Total year contribution of labor is \$4,689
 - Total cumulative contributions value is \$70,488

CCSAP volunteers:

John Perrin
Leland Jacobson
Lisa Pietsch
Randall Lasenburg

Supported by:

Tammi Palm, Planning Director
Dave Goedeken, Public Works Director
Angela Curry, Assistant Planning Manager

In accordance with Ordinance No. 3921, the City Administrator is required to provide the City Council with an annual report showing the progress made in implementing complete streets. During 2024, Complete Streets activities were conducted by city staff (Planning and Public Works Departments) and the Citizens Complete Streets Advisory Panel.

City staff activities conducted to further the Complete Streets program include:

- Staff attendance at Citizens Complete Streets Advisory Panel meetings
- Participation in various MAPA committees including the Coordinated Transit Committee and others
- Continued work on the design and construction of 36th Street improvements. Phase 1 of the project added a sidewalk and trail along 36th Street from Bline Ave. to Blackhawk Dr. Phase 1 construction was completed in 2023. Phase 2 of the project will add sidewalk and trail along 36th Street from Blackhawk Dr. to Platteview Rd. Phase 2 construction began in late 2024 and is expected to be completed in 2026.
- Continued design for Capehart Road improvements, which will include completion of trail and sidewalk between 25th Street and 36th Street.
- Final design is nearly complete for the reconstruction and streetscaping of Mission Avenue between Washington Street and Main Street. This project will improve walkability and ADA accessibility within the commercial district of Olde Towne Bellevue. Construction is scheduled to take place in 2025-2026.
- Membership on the MAPA Transportation Technical Advisory Committee and attendance at monthly meetings
- Belle Lago – Construction of this development is nearly complete. Construction of trail along 48th Street from Lawnwood Drive to Capehart Road was completed in 2024.
- Belle Lago South - Includes trail connection to Clearwater Falls, as well as trails throughout the subdivision which provide connections to future projects. Most of the trail was constructed in 2023, with remaining portions to be constructed in 2025.
- Constructed 155 ADA curb ramps as part of various street repair and improvement contracts.
- Attended sessions at a statewide planning conference regarding complete streets and connectivity in cities.
- Attended meetings of the MAPA Transportation Safety Workshop.
- Compiled and submitted a grant application to the Metropolitan Area Planning Agency for Transportation Alternatives Program (TAP) for the purpose of completing an Active Mobility Plan.

In 2025, it is the intent of City staff to continue working with the Citizen Complete Streets Advisory Panel and others involved in transit planning to implement complete streets principles wherever possible, including road improvement projects and new subdivisions.

Ordinance No. 3921 includes performance measurements to judge the effectiveness of the Complete Streets program. These measurements include:

- The miles of bicycle routes created – no new routes were signed in 2024; however, this is an on-going project and new routes will be signed as determined by the CCSAP and City staff.
- New linear feet of pedestrian accommodation – As infrastructure improvements continue in Fairview South 2, Hyda Hills 2, Liberty Phases I and II, Spring Ridge, Lion’s Gate, Belle Lago, Belle Lago South, Falcon Pointe, Alta Collina, Lakewood West, Cornhusker Creek, and Cedar Grove Phase II, new sidewalks will be installed on all streets.
- Increase in use of public transportation, bicycling, and walking - The total monthly ridership statistics for Omaha Metro are attached. Staff will continue to meet with Metro and monitor the performance of the Bellevue Express route.

A B Cycle station was constructed in July 2021 at the Twincreek Trail Head near 36th Street and Raynor Parkway. Data from 2024 shows the Bellevue bike share station was Heartland Bike Share’s 6th busiest station out of 90 stations throughout the Omaha metro.

- The increased efficiency of traffic flow using sophisticated traffic control devices, turn lanes, traffic circles, and the leveling or decrease of transportation-related accidents – the Public Works Department continues to monitor signal timing and traffic flow at the busy intersections of 25th St./Highway 370, 36th St./Highway 370, and 15th St./Cornhusker Rd., and adjusts as needed. As new subdivisions are developed, roundabouts are being utilized as traffic calming measures as well as to promote traffic efficiency.

The miles of connection added between trails - the Lions Gate, Falcon Pointe, and Belle Lago subdivisions are installing approximately three-quarters of a mile of trails along the South 48th Street corridor as part of their infrastructure. These trails will connect with the existing South 48th Street trail, adjacent to the Cedar Grove subdivision. Additional trails have been approved as part of the Belle Lago South subdivision, which will connect with the Clearwater Falls trail. The 36th Street project from Blaine Avenue to Blackhawk drive includes approximately 2 miles of trails.

Kiosk Checkout Report - Heartland Bike Share - 2024

Generated on: 2/28/2025 2:46:13 PM

Kiosk ID	Kiosk	Checkouts	Average Checkouts Per Day
1	45th & Emile	4263	11.65
2	39th & Jackson	4164	11.38
3	Bob Kerrey Pedestrian Bridge	3722	10.17
4	Chalco Hills	3432	9.38
5	Tom Hanafan Park	3111	8.50
6	36th & Raynor Parkway (Bellevue)	2499	6.83
7	Kiewit Luminarium	2375	6.49
8	11th & Jackson	2362	6.45
9	University Drive South: Maverick Village	2309	6.31
10	8th & Farnam	1926	5.26
11	67th & Pine	1778	4.86
12	10th & Pacific	1747	4.77
13	Walnut Creek Recreation Area (Papillion)	1559	4.26
14	67th & Frances	1555	4.25
15	64th & Pine	1516	4.14
16	Aksarben Drive	1491	4.07
17	First Street Plaza (Papillion)	1468	4.01
18	Arts & Sciences Hall	1459	3.99
19	10th & Harney	1437	3.93
20	13th & Farnam	1396	3.81
21	Prairie Queen Recreation Area (Papillion)	1258	3.44
22	10th & Douglas	1209	3.30
23	16th & Harney	1190	3.25
24	31st & Harney (Dewey Park)	1183	3.23
25	13th & Nicholas	1169	3.19
26	Papillion Landing	1131	3.09
27	33rd & California	1118	3.05
28	40th & Farnam	1076	2.94
29	11th and Capitol	1041	2.84
30	14th & Fahey	989	2.70
31	42nd & Dewey	975	2.66
32	12th & Harney	943	2.58
33	16th & Douglas	916	2.50
34	23rd & Cuming	902	2.46
35	22nd & St. Mary	900	2.46

Kiosk Checkout Report - Heartland Bike Share - 2024

Generated on: 2/28/2025 2:46:13 PM

36	Midtown Crossing: 32nd & Farnam	869	2.37
37	Park Avenue & Woolworth	844	2.31
38	Wabash Trace	843	2.30
39	62nd & Dodge	822	2.25
40	49th & Dodge	792	2.16
41	24th Ave & Harney	740	2.02
42	34th & Farnam	726	1.98
43	77th & Dodge	724	1.98
44	19th & Douglas (ORBT)	710	1.94
45	Dodge Riverside Golf Club	708	1.93
46	Breakers Apartments	703	1.92
47	13th & Dodge	691	1.89
48	Pearl St & Willow Ave	688	1.88
49	40th & Leavenworth	679	1.86
50	13th & William	664	1.81
51	1819 Farnam	652	1.78
52	44th & Farnam	645	1.76
53	FIRST AVE Trail	615	1.68
54	10th & Cass	606	1.66
55	19th & California	588	1.61
56	12th & Davenport	572	1.56
57	40th & Hamilton	570	1.56
58	Mahoney State Park	563	1.54
59	20th & Dodge	560	1.53
60	72nd & Dodge	560	1.53
61	14th & Jones	554	1.51
62	1516 Cuming St	543	1.48
63	12th & Leavenworth	539	1.47
64	50th & Underwood	536	1.46
65	38th & Farnam	518	1.42
66	10th & Fahey	505	1.38
67	Ameristar	490	1.34
68	College of Saint Mary	472	1.29
69	29th & California (The Atlas)	469	1.28
70	24th & Farnam	427	1.17
71	19th & Vinton	374	1.02
72	60th & Maple	327	0.89
73	24th & J	317	0.87
74	24th & Dodge	310	0.85
75	63rd & Maple	299	0.82

Kiosk Checkout Report - Heartland Bike Share - 2024

Generated on: 2/28/2025 2:46:13 PM

76	Bob Kerrey Pedestrian Bridge	293	0.80
77	17th & St Mary's	252	0.69
78	9th & Jones	249	0.68
79	Miller Park	247	0.67
80	30th & Patrick	237	0.65
81	10th & Pacific	227	0.62
82	1st St & Broadway	204	0.56
83	28th Ave & Q St	181	0.49
84	24th & Lake	155	0.42
85	Omaha's Henry Doorly Zoo & Aquarium	152	0.42
86	MCC Fort Bookstore N 32nd St	129	0.35
87	24th & N	110	0.30
88	24th & Wirt St	107	0.29
89	MCC North 30th St	93	0.25
		Total Checkouts	Program Average Checkouts Per Day
		88156	2.25

95 Express Avg Daily Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2023	13	11	15	16	19	18	13	13	16	14	14	12	173
2024	6	12	11	11	13	18	12	18	10	9	8	6	133
% Change	-54.2%	12.3%	-29.1%	-32.9%	-32.7%	1.5%	-1.1%	30.6%	-39.6%	-33.1%	-43.6%	-51.0%	-23.4%

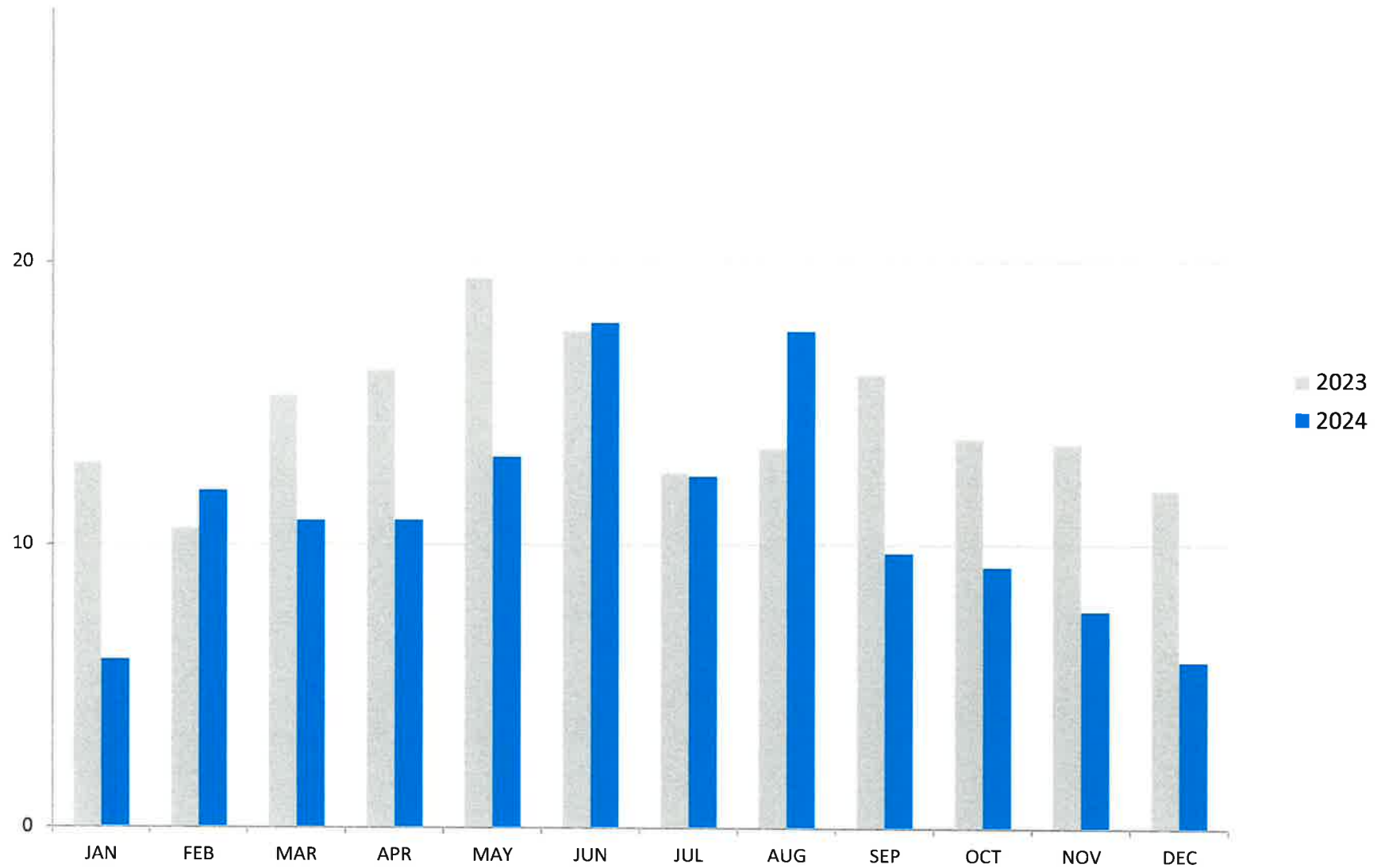
95 Express Total Monthly Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2023	284	212	352	324	428	387	251	309	321	303	285	239	3,695
2024	130	250	228	239	288	357	273	386	194	212	153	123	2,833
% Change	-54.2%	17.9%	-35.2%	-26.2%	-32.7%	-7.8%	8.8%	24.9%	-39.6%	-30.0%	-46.3%	-48.5%	-23.3%

All Express Avg Daily Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2023	89	93	100	84	98	98	80	97	96	101	116	86	1,137
2024	61	95	84	99	114	128	114	88	70	63	54	41	1,012
% Change	-31.3%	2.7%	-15.4%	17.2%	17.0%	30.0%	43.2%	-8.4%	-27.7%	-37.9%	-53.7%	-51.6%	-11.0%

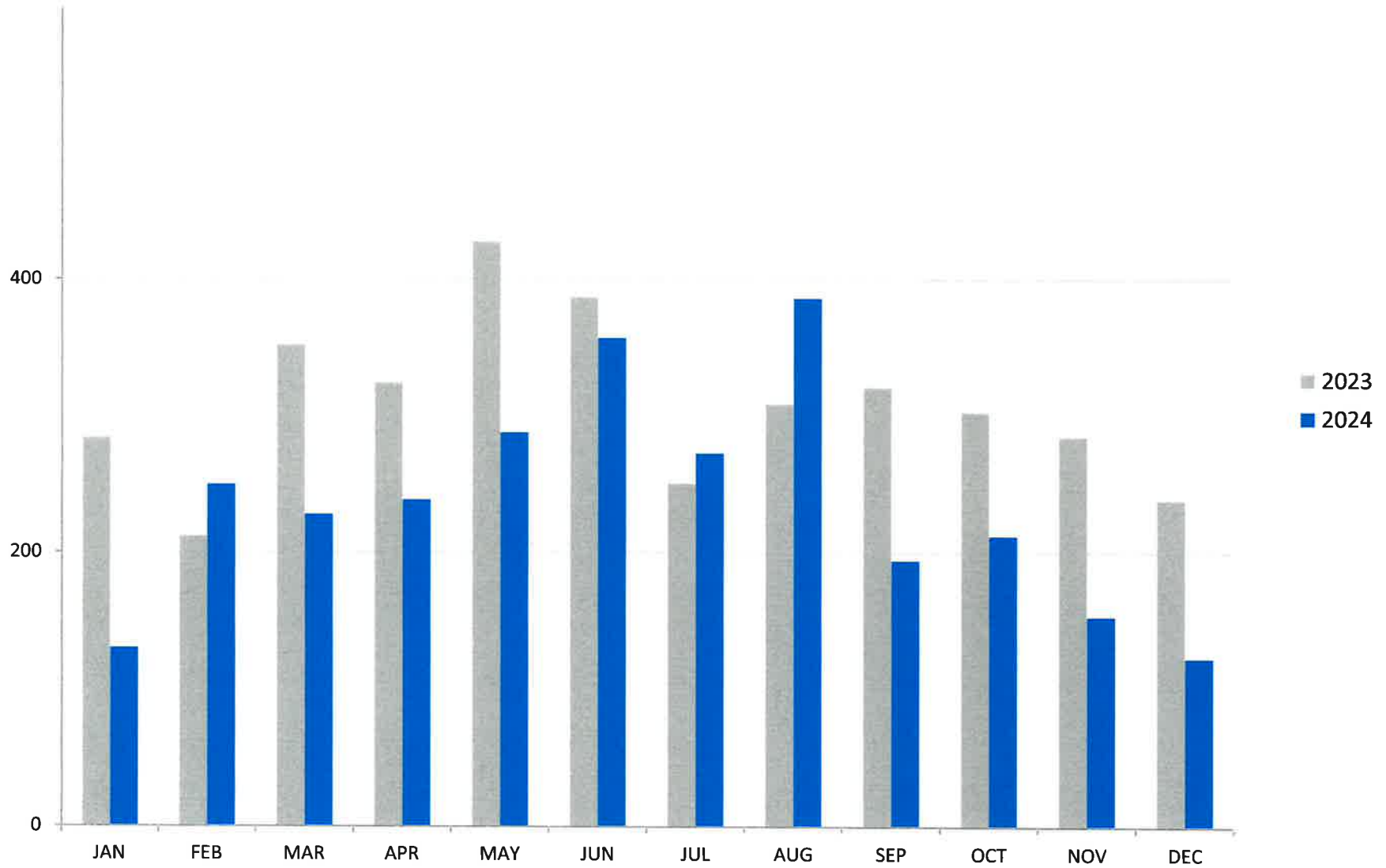
2023 WD count	22	20	23	20	22	22	20	23	20	22	21	20	255
2024 WD count	22	21	21	22	22	20	22	22	20	23	20	21	256

2023 Total Express	1,954	1,851	2,294	1,683	2,148	2,166	1,599	2,220	1,925	2,216	2,442	1,714	24,212
2024 Total Express	1,343	1,996	1,773	2,170	2,513	2,559	2,518	1,945	1,391	1,438	1,077	871	21,594

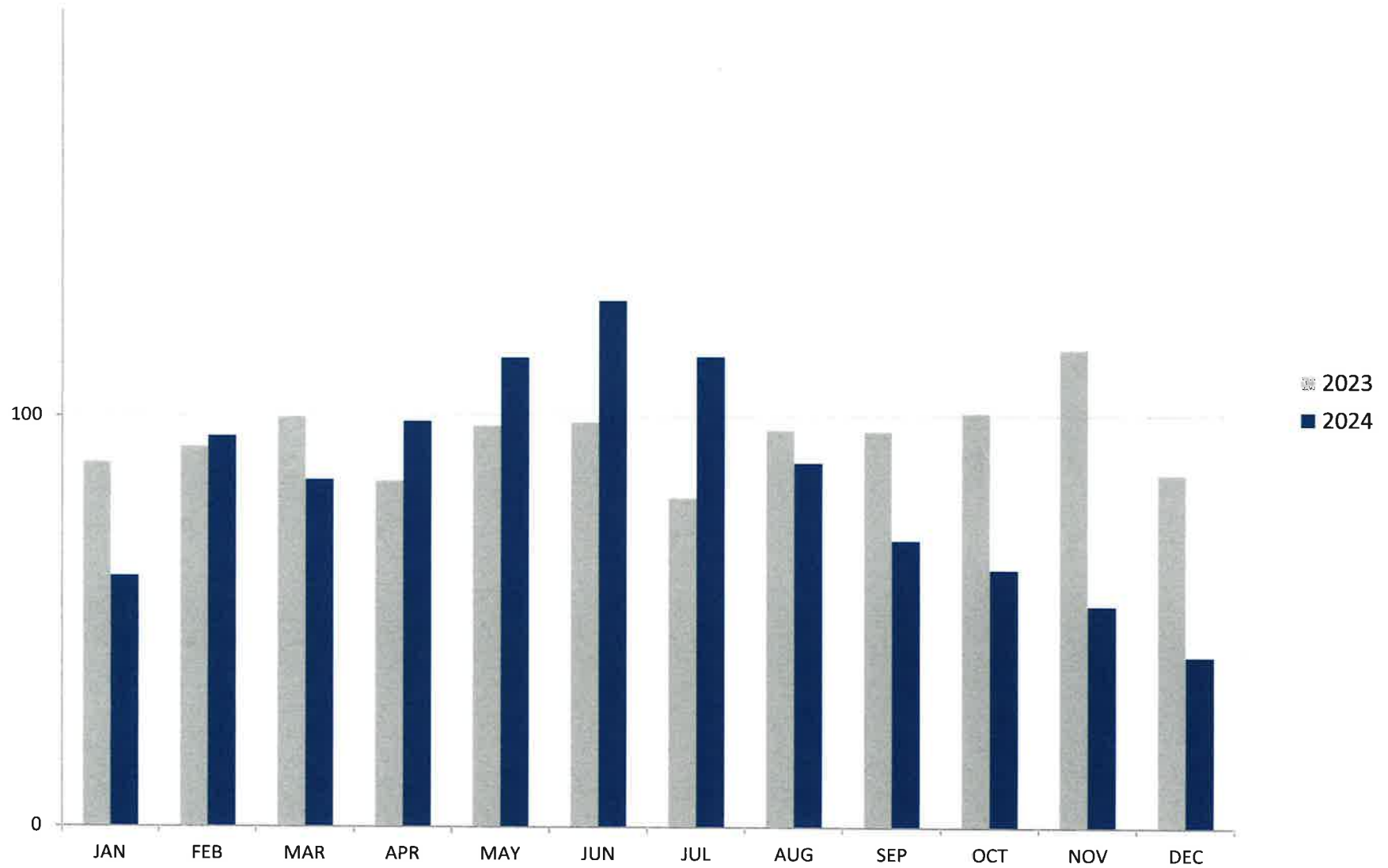
Bellevue Express - Average Weekday Ridership



Bellevue Express - Total Monthly Ridership



All Express Routes - Average Weekday Ridership



CCSAP Meeting Minutes January 11, 2024

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday, January 11, at 8:30 a.m. in the training room. Present were members Leland Jacobson and John Perrin. Planning Director Tammi Palm and Public Works Engineering Manager John Krager were also present.

Leland provided MAPA (Metropolitan Area Planning Agency) updates. He attended a safety committee meeting yesterday. This was a kick-off to a sub-regional safety effort throughout the Council Bluffs and Omaha metro areas. MAPA discussed safety performance statistics. They will be reaching out to the individual cities to further discuss. Leland stated there is a big push for the Vision Zero. City of Omaha did a presentation on their plan. He indicated MAPA is planning 6 meetings per year dedicated to the safety committee. This committee has existed in various forms throughout the years; however, there is a re-vamped safety effort underway. MAPA also provided information on 2023 targets for safety measures. Leland stated there is a push from the Federal government regarding safety which is trickling down to local entities.

Leland also provided an update on Heartland 2050. He indicated the meetings were going well and there is a focus on equity and diversity when it comes to infrastructure. They have also been discussing the Omaha streetcar.

Leland mentioned the lack of sidewalks connecting the new city library location. Tammi indicated this has been discussed with Administration from a planning and public works standpoint. Leland mentioned MAPA has statistics regarding accidents around libraries and they are aware Bellevue's library does not have an adequate sidewalk network.

Leland asked about an update on the Highway 370 stoplight timing and crosswalks. Tammi stated she had recently discussed this with the Public Works Director who indicated the city's contractor (Olsson) continues work on this project. She indicated it has taken longer than anticipated because it has been trial and error. Leland pointed out pedestrians and cyclists should have equal rights to the road, and this should be a priority from a complete streets standpoint. John Perrin echoed the importance of this.

Tammi provided an update on the ongoing work on the Comprehensive Plan and Long-Range Transportation Plan. Olsson has been working on collecting and reviewing data. Staff is in the process of putting together a Steering Committee (SC). The SC will kickoff with a Visioning Workshop on February 21, 2024. The Planning Commission and City Council will also have a joint leadership workshop on that same day. There has been a recent media push to recruit citizenship involvement. We currently have 30 individuals signed up for the SC; however, Olsson would like to have 90-100 registered. Tammi asked the CCSAP members to help spread the word. Postcard mailers went out earlier this month. Those have provided an increased public interest. There is a public survey on the website as well. The website is www.bellevuecompplan.com. We have had a good response to the survey. The survey will remain open until January 28, 2024. Leland inquired if there should be a reference to Safe Streets and Vision Zero in the Comp Plan. Tammi stated this should be a topic of conversation at the February 21 workshops.

John Perrin stated the Comprehensive Plan should be a document which reflects the community we live in. He mentioned economic development plays a role in a community, but complete infrastructure is a necessity.

Tammi also provided an update on the Southeast Sarpy Road Network Plan. This plan was initiated by Sarpy County and is being designed by FHU. The area being studied is bounded by Capehart Road on the north, Platteview Road on the south, S. 36th Street on the east, and S. 72nd Street on the west. This plan will assist Sarpy County, Bellevue, and Papillion when it comes to new growth and development. It will also aid in showing appropriate connections for east-west and north-south corridors.

Tammi provided an update on the ongoing discussions regarding the Platteview Road corridor. Sarpy County and the neighboring jurisdictions have been meeting regularly to discuss the vision for the corridor, as well as items such as access points. Access from the corridor has been a sticking point for the city, as we believe Bellevue will be the first to see development along Platteview Road. There are many items which still need to be worked out. Currently, there is not a plan for funding or timeline. Tammi mentioned Bellevue staff have pointed out the need for complete streets consideration. HDR is the consultant working on the plan for Sarpy County.

John Krager provided Public Works' updates. The South 36th Street Phase 2 widening project will go out to bid this spring. The city continues working to acquire the necessary right-of-way. John K. stated there is also movement on the S. 36th project from Cornhusker Road to Highway 370. Design is 60% complete for the project and the city is working on funding options.

John Perrin brought up the issue of property owners encroaching into the rights-of-way with fences, retaining walls, gardens, etc. He mentioned for a complete streets network we must maintain the rights-of-way. Tammi stated those types of issues are handled between Planning, Public Works, and Code Enforcement. John Krager stated homeowners are given notice to remove the encroachment. Leland mentioned the recent fiber optic installation is another problem. He stated in his neighborhood there are two boxes which were placed too close to the curb and have already been hit by vehicles. John Krager stated this was good information for the city to have as it continues to negotiate contracts with companies wishing to install networks.

Tammi mentioned it is time for the CCSAP annual report as required by ordinance. Staff will be putting the report together. She asked members to email her their volunteer hours for 2023 so this information could be included in the report.

The next CCSAP meeting April 4, 2024, at 8:30 a.m.

Meeting adjourned at 9:25 a.m.

CCSAP Meeting Minutes

April 04, 2024

The Citizen Complete Streets Advisory Panel held an off-site meeting on Thursday, April 4 at 10:00 a.m. at Heartland Bike Share in Omaha, Nebraska. Present were members John Perrin and Lisa Pietsch. Assistant Planning Manager Angela Curry, Heartland Bike Share CEO Benny Foltz, and Heartland Bike Share Programs Manager, Logan Spackman were also present.

Benny and Logan began the tour by providing a brief background on Heartland Bike Share. Next, we were given a tour of the warehouse. During the tour we were introduced to the new e-bikes that are replacing the “classic” bikes. Benny said they saved about 30 classics which they use for events. We were shown the bike used to transport replacement batteries to the different stations. As for the top five stations, Benny said the Bellevue location is normally 4th and 5th, Chalco 3rd, and the two busiest stations are at the Bob Kerrey Pedestrian Bridge: Bob on the Omaha side and Tom on the Council Bluffs side.

Next, we were shown the new 3.0 charging stations and new rechargeable lithium-ion battery packs which are replacing the older and much larger 1.0 batteries. Bellevue still has the 1.0 battery station which will be obsolete in 3-5 years. These 1.0 batteries are solar charged and yet the least sustainable; if there were overcast skies for several days the battery would not have a full charge. Twenty new 3.0 stations are already installed in Omaha and Council Bluffs.

Benny stated they were losing 5-10 bikes per month which led them to install a Tracker inside each bike. He said they have only lost 1 ½ bikes since the installation of the trackers.

After the warehouse tour Benny and Logan shared an informative PowerPoint presentation on ROAM and programs operated under it like BCycle. They talked about locations and the number of stations available to riders. The group also learned BCycle is involved in several partnerships which include Library Pass Program, Community Partner Pass Program, and the Pedal to Health, and COVID Healthcare Free Passes was offered during COVID. A copy of the PowerPoint slides is attached.

The next CCSAP meeting TBD.

Everyone disbursed at 11:05 a.m.

CCSAP Meeting Minutes July 18, 2024

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday, July 18, 2024, at 8:30 a.m. in the training room. Present were members Leland Jacobson and John Perrin. Planning Director Tammi Palm was also present.

Discussion was initiated in regards to a sidewalk to the new library building. Tammi reported that through a CDBG grant and city funding, there is a plan to connect sidewalks in the area. It was once again noted that the city needs to address sidewalks in the area of Fort Crook Road and Cornhusker. Perrin also brought up whether or not a traditional 4' sidewalk is enough and the fact he believed a 10' trail was warranted along Cornhusker. Conversation on this topic ensued. Jacobson pointed out Bellevue University will have a new athletic facility along this corridor as well with pedestrian traffic. Tammi stated she would bring this topic to the Public Works Director.

Discussion continued to focus on the need for pedestrian improvements around the intersection of Fort Crook Road and Cornhusker. Perrin stated there should be sidewalks/trail along Herman Drive for those coming out of the neighborhoods to the west of Fort Crook Road and south of Cornhusker. He also mentioned it is unsafe to travel southbound Fort Crook Road on a bicycle as vehicles are making right-hand turns onto westbound Cornhusker.

The discussion moved to the crosswalks along Highway 370. Tammi did not have anything new to report as it was her understanding the city and Olsson were still working on strategies for how to handle the timing and safety of this corridor.

Tammi updated the group as to the progress of the Comprehensive Plan update and what that means for complete streets. She indicated there will likely be a recommendation of updating our complete streets ordinance. Discussion followed on this matter.

Tammi mentioned we need additional CCSAP members and to let her know if anyone had interest or wanted to be a member. She also updated Twin Creek BCycle repair. The city paid for a portion of the flood repair with the NRD picking up the remaining cost. There was discussion regarding where the BCycle bikes are being checked out to. Tammi stated she could get this information from Benny.

The next CCSAP meeting April 4, 2024, at 8:30 a.m.

Meeting adjourned at 9:30 a.m.

MINUTE RECORD

6.
4/1/2025

CLAIMS FOR 2025/04/01

PAGE 1

MAYOR

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	46.43
		<u>\$ 46.43</u>

CITY ADMINISTRATOR

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	105.16
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	56.54
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	3,938.16
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	27.06
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	32.95
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	62.58
		<u>\$ 4,222.45</u>

CITY COUNCIL

DON PREISTER	2025/01 REIMB FOR INTERNET	50.00
DON PREISTER	2025/02 REIMB FOR INTERNET	50.00
DON PREISTER	2025/03 REIMB FOR INTERNET	50.00
		<u>\$ 150.00</u>

LEGAL

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	139.29
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	9.98
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	4,417.67
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	4.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	31.81
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	55.69
		<u>\$ 4,659.22</u>

CABLE ADVISORY

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	49.88
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	4,425.20
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	23.88
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	20.18
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	26.33
		<u>\$ 4,591.90</u>

CITY CLERK

BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	86.46
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	2,399.19
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	41.38
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	20.75
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	26.52
		<u>\$ 2,574.30</u>

FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	225.02
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	73.16
CAPITAL BUSINESS SYSTEMS, INC	2025/02/09-03/08 COPIER EXPENSE	14.42
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	8,544.83
J P COOKE COMPANY	NAME PLATE-PAPE	44.70
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	35.02
QUADIENT FINANCE USA, INC	2025/02/11 REFILL ACCT 9893 (1500 WALL)	1,000.00
QUADIENT FINANCE USA, INC	2025/02/28M REFILL ACCT 6541 (1510 WALL)	1,500.00
QUADIENT FINANCE USA, INC	2025/02/28M SUPPLIES (1510 WALL)	41.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	78.67
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	132.39
		<u>\$ 11,690.01</u>

MINUTE RECORD

CLAIMS FOR 2025/04/01

PAGE 2

LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	2025/02/10-03/09 COPIER EXPENSE	242.65
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	93.48
COX BUSINESS SERVICES	2025/03/09-04/08 MONTHLY SERVICE	410.00
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	8,726.30
INFO USA MARKETING INC	BOOKS	570.00
INGRAM LIBRARY SERVICES	BOOKS	3,603.80
NEBRASKA LIBRARY COMMISSION	2025/07/01-2026/06/30 RENEW CONSUMER REPORT SUBSCRIPTION	2,868.00
OMAHA WORLD-HERALD	2025/03/05 RENEW SUBSCRIPTION 52 WEEKS	873.19
QUADIENT FINANCE USA, INC	2025/02/28M LIBRARY NEOSHIPS	747.91
RAINBOW PRINTING & ULTRA PRINTING	LIBRARY CARDS & KEY TAGS - 10,000	2,180.00
SECURITY EQUIPMENT INC	INSTALL BOOK DROP AND DOOR NOTIFICATION DOORBELL	1,983.00
THE DURHAM MUSEUM	2025/04/01-2026/03/31 LIBRARY PASS	700.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	75.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	97.68
		<hr/>
		\$ 23,171.71

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	139.29
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	56.54
DVORAK LAW GROUP	PROFESSIONAL SERVICES THRU 2025/02/28	1,995.00
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	12,164.49
IDEAL PURE WATER COMPANY	BOTTLED WATER	45.00
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	27.06
TRISTAR	2025/02/28M CLAIMS PAID AND ALAE	130.39
UKG INC	2025/02/28M USAGE Overage FEE	399.04
UKG INC	2025/04/01-06/30 CONTRACTED MINIMUM FEE	32,877.60
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	72.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	96.17
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		\$ 48,003.42

CODE ENFORCEMENT

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	432.35
BELLEVUE PRINTING COMPANY	NOTICES FOR CODE	1,473.66
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	13.65
CAPITAL BUSINESS SYSTEMS, INC	2025/02/10-03/09 COPIER EXPENSE	123.42
CLAYTON GRUHN	CUT DEAD BRANCHES, HAUL AWAY 3711 SCHUEMAN DR	495.00
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	9,228.70
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	6.52
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	57.23
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	71.27
		<hr/>
		\$ 11,901.80

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-250118 MS4 PERMITTING SERVICES	2,220.65
ALFRED BENESCH & COMPANY	2025/02/10-03/09 BPW-240122 GOOGLE FIBER INSTALLATION	8,110.80
AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	432.35
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	22.91
CORNHUSKER AUTO WASH	2025/02/28M CAR WASHES	27.10
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	7,871.20
JEO CONSULTING GROUP, INC	BPW-250113 PCSMP REVIEWS FY 2025 THRU 2025/02/28M	3,276.25
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	10.96
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL FOR CITY TANKS	3,549.54
SEILER INSTRUMENT & MANUFACTURING INC	2025/03/05-2026/03/04 SURVEY REGIONAL	2,497.50
TRISTAR	2025/02/28M CLAIMS PAID AND ALAE	643.73
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	67.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	104.24
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		\$ 28,835.17

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PARKS

ALEX MARSHALL	REIMB PER DIEM FOR TRAINING	238.00
A-RELIEF SERVICES	2025/03/10-04/06 PORTABLE RESTROOM-HAWORTH	113.00
A-RELIEF SERVICES	2025/03/10-04/06 PORTABLE RESTROOM-BICYCLE CLUB	113.00
A-RELIEF SERVICES	2025/03/10-04/06 PORTABLE RESTROOM-CHURCH	199.00
AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	86.47
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	313.99
BRIAN HALE	REIMB PER DIEM AND MILEAGE FOR TRAINING	509.60
DAY ELECTRIC SERVICE, INC	2024/12/18 PICKLE BALL COURT PROJECT-THOMPSON PARK	5,310.98
DAY ELECTRIC SERVICE, INC	2024/11/24 -SO SHOP ELECTRICAL SHOP-RELOCATE POWER FEED	1,712.47
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	5,270.36
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	205.32
HGM ASSOCIATES INC	BPW-250108 EVERETT PARK PICKLEBALL	18,110.00
HOTSY EQUIPMENT CO	2024/10/17-2025/02/28	
HUGHES MULCH PRODUCTS	POWER WASH	609.15
JACOB CARTER	MULCH	3,790.00
MARK BLACKBURN	REIMB PER DIEM FOR TRAINING	238.00
METROPOLITAN UTILITIES DIST	REIMB PER DIEM FOR TRAINING	238.00
SITEONE LANDSCAPE SUPPLY	2025/02/11-03/12 MONTHLY SERVICE	975.48
UNITED OF OMAHA LIFE INSURANCE CO	HERBICIDE	2,232.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	70.57
XCEL GROUNDS MANAGEMENT	2025/02/28M LTD	85.77
	LANDSCAPING-VARIOUS PARKS	2,735.00
		<u>2,735.00</u>
		\$ 43,156.16

RECREATION

ARUNIES WILLIAMS JR	REFUND WEDDING RECEPTION DEPOSIT	450.00
AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	132.90
CAPITAL BUSINESS SYSTEMS, INC	2025/02/11-03/10 COPIER EXPENSE	23.70
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	5,290.54
GEORGE GUERRERO	REFUND WEDDING RECEPTION DEPOSIT	425.00
METROPOLITAN UTILITIES DIST	2025/02/05-03/07 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/02/07-03/10 MONTHLY SERVICE	105.40
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY	2025 SWIMMING POOL PERMIT RENEWALS	120.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	16.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	30.12
		<u>30.12</u>
		\$ 6,606.33

FACILITY MAINTENANCE

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	139.29
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	1,131.61
CARPENTER PAPER CO	JANITORIAL SUPPLIES	955.15
CERRIS SYSTEMS NORTH CENTRAL, INC	HP DOWN-EVIDENCE ROOM	450.00
DAY ELECTRIC SERVICE, INC	2025/02/03 INSTALL CORD ON PROJECTOR	120.30
DAY ELECTRIC SERVICE, INC	2025/02/04 INSTALL EXTERIOR WALLS LIGHT FIXTURES-LIBRARY	1,405.80
DAY ELECTRIC SERVICE, INC	2025/01/17 REPLACE PARKING LOT LIGHTS-FLEET	3,070.80
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	13,835.37
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES-DIST 2	797.28
HELM SERVICE	REPLACE SWITCCH DOOR FOR FURNACE	1,013.20
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BLDG	144.05
KEN BROOKE ROOFING, INC	EMERGENCY ROOF REPAIR FROM WIND-DIST 1	4,843.25
METROPOLITAN UTILITIES DIST	2025/02/06-03/07 MONTHLY SERVICE	259.81
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	42.70
NEBRASKA STATE FIRE MARSHALL	2025/03/14 ANNUAL ELEVATOR INSPECTIONS	240.00
OVERHEAD DOOR CO OF OMAHA	LUBE GARAGE DOOR-DIST 3, FLEET	246.00
TRICO MECHANICAL SERVICES	HEAT SERVICE, STREET	1,524.08
TRICO MECHANICAL SERVICES	SCHEDULED MAINTENANCE-SR CENTER	499.04
TRISTAR	2025/02/28M CLAIMS PAID AND ALAE	2,338.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	66.92
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	82.70
		<u>82.70</u>
		\$ 33,206.05

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CEMETERY

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	254.69
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	3,065.29
METROPOLITAN UTILITIES DIST	2025/02/06-03/10 MONTHLY SERVICE	22.64
METROPOLITAN UTILITIES DIST	2025/02/07-03/10 MONTHLY SERVICE	93.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	22.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	26.99
		<hr/>
		\$ 3,531.98

STREETS

ALFRED BENESCH & COMPANY	BPW-240101 MAJOR STREET RESURFACING 2025/02/10-03/09	22,576.63
AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	272.19
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	672.13
CAPITAL BUSINESS SYSTEMS, INC	2025/02/12-03/11 COPIER EXPENSE	16.94
DAY ELECTRIC SERVICE, INC	2024/12/02 INSTALL TRANSFORMERS- CORNHUSKER RD	33,586.92
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	45,059.49
HGM ASSOCIATES INC	BPW-240102 CONCRETE PROJECTS THRU 2025/02/28M	883.20
HGM ASSOCIATES INC	BPW-240604 CULVERT WINGWALL REPAIR THRU 2025/02/28M	6,356.70
INDEPENDENT SALT CO	SALT/ICE CONTROL	21,228.28
MATT GOSHINSKA	REIMB CDL LICENSE	64.00
METROPOLITAN UTILITIES DIST	2025/02/05-03/07 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/02/06-03/07 MONTHLY SERVICE	175.84
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	235.56
METROPOLITAN UTILITIES DIST	2025/02/07-03/10 MONTHLY SERVICE	107.31
METROPOLITAN UTILITIES DIST	2025/02/07-03/11 MONTHLY SERVICE	710.27
METROPOLITAN UTILITIES DIST	2025/02/11-03/12 MONTHLY SERVICE	138.48
MICHAEL TODD INDUSTRIAL SUPPLY	CONE BASES AND GRABBERS	2,008.00
ONE STOP BODY SHOP	REPAIR 2007 ACURA DAMAGED BY SW SHOP EMPLOYEE	1,703.60
READY MIXED CONCRETE COMPANY	CONCRETE	4,547.58
TRAVELERS	2024/12/13 AUTO LIABILITY CLAIMS	7,411.05
TRISTAR	2025/02/28M CLAIMS PAID AND ALAE	5,561.43
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	253.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	323.54
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		\$ 153,904.81

FLEET MAINTENANCE

911 CUSTOM, LLC	DUO LINEAR ION LTS, TRIO LED LIGHTS	2,721.37
ALLIED OIL & TIRE COMPANY	BULK OIL, TRANS FLUID & HYDRAULIC FLUID	3,625.45
ARNOLD AUTO	SUSPENSION BALL JOINTS	171.14
AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	46.43
AUTOMOTIVE WAREHOUSE DIST, INC	MILTON PARTS, WD 40, PHILLIPS PARTS, PICO PARTS, KURT PARTS, LIQUIS WRENCH	374.56
AVERY RENTS	PROPANE FUEL FOR FORKLIFT	30.00
BAUER BUILT TIRE & SERVICE	TIRES	6,935.92
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	384.62
CORNHUSKER INTERNATIONAL TRUCKS	GASKETS, TUBE ASSY, FILTERS, HARNESS ASSY	623.71
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	23,053.83
FACTORY MOTOR PARTS CO	MOTOR ASSY, AUX BATTERY, EXHAUST SENSOR, BRAKE LINING AND PAD	453.61
GALVIN GLASS	WINDSHIELD REPAIR	355.41
GRAINGER	GP MOTOR 5 HP, MULTIMETER FUSE	1,702.35
IDEAL PURE WATER COMPANY	BOTTLED WATER	75.75
INDOFF, INC	BINDER CLIPS, BINDERS	87.66
JONES AUTOMOTIVE	DOMELIGHT	172.80
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	132.91
NAPA AUTO PARTS	FILTER, GASKETS, GLOVES, TRAILER WIRE, SENSORS, FITTINGS, CLAMPS	1,291.56
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	BLUEFIRE FLAP DISCS, HEX BOLTS, SAW BLADES, FLANGE NUTS, SCREWS, CONNECTORS	1,780.91

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FLEET MAINTENANCE (cont'd)

NOREGON SYSTEMS	2025/04/01-2026/03/31 JPRO RENEWAL	2,199.00
TOYNE, INC	BALL INTAKE VALVE, 120V CONNECTORS	3,779.65
TY'S OUTDOOR POWER & SERVICE	BEARINGS, HYD SEAL KIT, V-BLADE	889.79
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	145.46
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	184.66
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	182.74
		<u>\$ 51,401.29</u>

SOLID WASTE

PAPILLION SANITATION	2025/02/28M GLASS RECYCLING	243.99
		<u>\$ 243.99</u>

PLANNING

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	20.73
COLUMN SOFTWARE, PBC	LEGAL ADS	26.73
CROWNE PLAZA HOTEL	LODGING FOR CONFERENCE-HANKINS, PALM	929.70
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	3,072.82
HEARTLAND BIKE SHARE	2024/01/01-12/31 ANNUAL OPS & MAINT FEE	3,300.00
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	9.91
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	28.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	41.20
		<u>\$ 7,476.02</u>

PERMITS & INSPECTIONS

AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	599.20
BIG A DEMO & EXCAVATING	DEMOLITION-BEA CIR & HARRISON	13,751.00
BIG A DEMO & EXCAVATING	DEMOLITION-BEA CIR & HARRISON	12,823.00
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	27.69
CORNHUSKER AUTO WASH	2025/02/28M CAR WASHES	11.21
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	12,962.50
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	13.24
RYAN BECKER	REIMB MILEAGE FOR TRAINING	737.80
TY FELTEN	REIMB MILEAGE FOR TRAINING	737.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	81.28
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	105.07
		<u>\$ 41,849.79</u>

POLICE

AARDVARK	(2) TACTICAL BALLISTIC VESTS WITH	8,950.00
AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	6,474.05
AUTO BODY AUTHORITY	AUTO BODY REPAIR-UNIT 645	4,134.16
AVERY L LOSCHEN	2025/04/01M RENT FOR K9 BUILDING	1,300.00
BENEFIT PLANS	2025/03/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	490.76
BROWNELLS	6 PACK BANDOLIERS	279.29
CLYDE ARMORY	6 RIFLES WITH ACCESSORIES	9,557.00
COLLISION FORENSIC SOLUTIONS	2025/04/13-2026/04/12 MAP360 SOFTWARE RENEWAL	489.25
COMPLETE TACTICAL CONSULTANTS	2025/01/01-12/31 TAP OFFICER TRAINING- AGENCY LICENSE	1,499.50
CONNER PSYCHOLOGICAL SERVICES PC	FITNESS FOR DUTY, PRE EMPLOYMENT TESTING	3,275.00
COX BUSINESS SERVICES	2025/03/02-04/01 MONTHLY SERVICE	285.00
DAVIS & STANTON	UNIFORM COMMENDATION POLICE BARS	220.00
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	110.00
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	181,583.64
HARRIS DECALS INC	VINYL DECALS - NEW CRUISER #650	568.49
JACKSON SERVICES, INC	DOOR MAT SERVICE	92.46
JOHN HANCOCK PENSIONS	DEFINED PENSION - SH	247,351.51
JOSEPH GRAY	REIMB FOR K9 CHECQUE MEDICINE	122.21
LEXIPOL, LLC	2025/03/01-09/30 PERFORMANCE REPORTING	233.30

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POLICE (cont'd)

LINDSEY BETSWORTH	REIMB PER DIEM FOR TRAINING	374.00
METROPOLITAN UTILITIES DIST	2025/02/06-03/11 MONTHLY SERVICE	234.67
MOTOROLA SOLUTIONS, INC	2025/02/22-2026/02/21 BODY WORN CAMERA ANNUAL LICENSE	975.00
MOTOROLA SOLUTIONS, INC	2025/02/09-2026/02/08 VIDEO SYSTEM ANNUAL LICENSE	20,280.00
NEBRASKA STATE PATROL	2025 TRACS/MACH LICENSES	4,762.50
NEBRASKA STATE PATROL	2025 TRACS/MACH LICENSES	3,480.00
NICHOLAS GREINER	REIMB PER DIEM FOR TRAINING	374.00
NOTCH, LLC	SWAT HATS, EMBROIDER, LOGO, SET UP	1,269.95
PARAGON PRINT SYSTEMS	PROTECTIVE BOOT, SHIPPING	63.28
POSITIVE CONCEPTS	BLACK IMAGE THERMAL ROLLS	2,400.00
SOUTHERN CARLSON, INC	SOAP FOR PRESSURE WASHER - CAR WASH	1,418.00
TARGETS ONLINE	CARD STOCK TARGETS	345.30
T-MOBILE USA, INC	2025/01/01-01/17 TIMING ADVANCE	50.00
TRISTAR	2025/02/28M CLAIMS PAID AND ALAE	10,931.63
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	793.55
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	1,900.70
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	1,357.00
VERIZON WIRELESS	2025/02/24-03/23 MONTHLY SERVICE	725.17
ZEB SIMONES	REIMB FOR TIRE AND LABOR IN HYUNDAI	184.11
		<u>\$ 527,752.04</u>

FIRE & RESCUE

AIRGAS USA, LLC	2025/02/28M CYLINDER RENTAL, OXYGEN	541.55
ANNIE GRISNIK	REFUND FOR SERVICES	93.46
AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	1,942.38
B STREET COLLISION LINCOLN NORTH, LLC	VEHICLE REPAIRS-SUPPLEMENT REMAINDER	732.49
BETTY OVERLY	REFUND FOR SERVICES	335.00
BLACK HILLS ENERGY	2025/01/31-03/03 MONTHLY SERVICE	539.20
BOUND TREE MEDICAL, LLC	MEDICAL & RESCUE SUPPLIES, RESCUE SUPPLIES,	8,120.94
CODY FOUTS	REIMB FOR FIRE BOOTS	203.00
COX BUSINESS SERVICES	2025/03/01-03/31 MONTHLY SERVICE	115.00
CREIGHTON UNIVERSITY COLLEGE OF NURSING	ACLS & BLS CARDS	405.00
DANKO EMERGENCY EQUIPMENT	DRAGON FIRE GLOVES	570.00
DEBORAH BENSEN	REFUND FOR SERVICE	10.00
DXP ENTERPRISES, INC	ADAPTERS, CHARGERS, WALL BLOCK, CO SENSOR	1,401.60
ED M FELD EQUIPMENT CO	FLOATING FIRE PUMP, AIR ANALYSIS	4,015.00
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	129,334.73
GREAT PLAINS UNIFORMS	BOOTS, COLLAR EXTENDER, UNIFORM ITEMS (7 EMP)	2,141.83
JANTZEN LAW OFFICE	REFUND FOR SERVICES-SHERROD	123.94
LINDA SORENSEN	REFUND FOR SERVICES	108.62
MACQUEEN EQUIPMENT, LLC	REPAIR HURST TOOLS, GEAR REPAIR	1,176.67
MACQUEEN EQUIPMENT, LLC	BUNKER PANTS & JACKETS	45,630.00
MARCO TECHNOLOGIES, LLC	2025/01/27-02/26 COPIER EXPENSE	59.68
METROPOLITAN UTILITIES DIST	2025/02/06-03/07 MONTHLY SERVICE	314.07
METROPOLITAN UTILITIES DIST	2025/02/06-03/10 MONTHLY SERVICE	1,505.64
METROPOLITAN UTILITIES DIST	2025/02/07-03/10 MONTHLY SERVICE	907.92
METROPOLITAN UTILITIES DIST	2025/02/07-03/11 MONTHLY SERVICE	1,274.31
METROPOLITAN UTILITIES DIST	2025/02/07-03/12 MONTHLY SERVICE	139.54
METROPOLITAN UTILITIES DIST	2025/02/07-3/10 MONTHLY SERVICE	745.33
METROPOLITAN UTILITIES DIST	2025/02/11-03/12 MONTHLY SERVICE	1,191.69
NEBRASKA MUNICIPAL FIRE CHIEF'S ASSOCIATION	2025/04/01-2026/03/31 MEMBERSHIP DUES-GUIDO	660.00

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FIRE & RESCUE (cont'd)

STERICYCLE, INC	2025/02/28M ON-SITE SHREDDING	144.00
TELEFLEX FUNDING, LLC	RESCUE EQUIPMENT & SUPPLIES	1,698.00
TRISTAR	2025/02/28M CLAIMS PAID AND ALAE	33,352.35
UNITED HEALTHCARE INSURANCE CO	REFUND FOR SERVICES-BLUMER	410.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	603.52
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	1,299.83
ZOLL DATA SYSTEMS INC	2025/04/30M ZOLL BILLING	1,654.80
		<u>\$ 243,501.59</u>

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2025/01/31M CDBG EXPENSES	950.00
AMERICAN NATIONAL BANK	2025/02/28M ACCT 1000 ANALYSIS CHG	519.67
CENTURY LINK	2025/02/04-03/03 MONTHLY SERVICE	408.14
FIRST NATIONAL BANK OF OMAHA	ANALYSIS CHARGE	527.56
FIRST NATIONAL INSURANCE COMPANY	2024/10/01-2025/10/01 Q3 CONSULTING FEES	12,125.00
GREAT PLAINS COMMUNICATIONS LLC	2025/01/09-03/31 SETUP & 1ST MONTHLY	1,286.54
HEARTLAND MARKETING & COMMUNICATIONS, INC	2025/01/27-02/23 SOCIAL MEDIA MANAGEMENT	3,897.38
LOCKTON COMPANIES, LLC	2025/03/31M WELLNESS PROGRAM	1,875.00
METRO LANDSCAPE MATERIALS AND RECYCLING	GRIND TREE DEBRIS-AUG 2024 WIND STORM	45,000.00
NE-DEPARTMENT OF REVENUE	2025/02/28M SALES AND USE TAX	48.07
PM AM CORPORATION	2025/02/28M - ALARM FEES	1,907.00
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2024/12/31M MAT SERVICE 1903 MILES	7,143.00
TRAVELERS CL REMITTANCE CENTER	2025/03/12 PREMIUM ADJUSTMENT	4,668.00
		<u>\$ 80,355.36</u>

INFORMATION TECHNOLOGY

CDWG GOVERNMENT	GETAC NOTEBOOK	272.88
INTERSTATE ALL BATTERY CENTER	BATTERY RECYCLING	40.00
MOTOROLA SOLUTIONS, INC	DATA CABLE, BATTERIES, DOWNLOAD APX, REMOTE MICROPHONE	2,539.71
SENTINEL TECHNOLOGIES, INC	FORTIS ACTIVE DEFENSE 1 YEAR	6,957.25
TESSCO	COMMUNICATION PARTS	915.98
		<u>\$ 10,725.82</u>

BELLEVUE BAY INDOOR WATERPARK

MCL CONSTRUCTION	BELLEVUE BAY INDOOR WATERPARK	1,018,313.17
		<u>\$ 1,018,313.17</u>

2206 LONGO DR

SARPY COUNTY TREASURER'S OFFICE	2022 PT-2206 LONGO DR	31,216.70
SARPY COUNTY TREASURER'S OFFICE	2022 PT INTEREST-2206 LONGO DR	383.15
SARPY COUNTY TREASURER'S OFFICE	2023 PT-2206 LONGO DR	22,839.94
SARPY COUNTY TREASURER'S OFFICE	2023 PT FEE-2206 LONGO DR	5.00
SARPY COUNTY TREASURER'S OFFICE	2023 PT INTEREST-2206 LONGO DR	280.34
SARPY COUNTY TREASURER'S OFFICE	2024 PT-2206 LONGO DR	27,238.56
SARPY COUNTY TREASURER'S OFFICE	PT ONLINE CONVENIENCE FEE	3.00
		<u>\$ 81,966.69</u>

WASTEWATER

AMERICAN NATIONAL BANK	2025/02/28M ACCT 1034 ANALYSIS CHG	39.48
AT&T MOBILITY	2025/01/22-02/21 MONTHLY SERVICE	690.06
AT&T MOBILITY	2025/02/08-03/07 MONTHLY SERVICE	656.68
AT&T MOBILITY	2025/03/08-04/07 MONTHLY SERVICE	654.28
CAPITAL BUSINESS SYSTEMS, INC	2025/02/09-03/08 COPIER EXPENSE	88.93
CENTURY LINK	2025/02/22-03/21 MONTHLY SERVICE	85.19
CENTURY LINK	2025/03/04-04/03 MONTHLY SERVICE	66.19
CITY OF OMAHA	2024/12/31M SEWER FEES	577,944.35
COX BUSINESS SERVICES	2025/03/04-04/03 MONTHLY SERVICE	220.00

MINUTE RECORD

CLAIMS FOR 2025/04/01

PAGE 8

WASTEWATER (cont'd)

ELLIOTT EQUIPMENT CO	HARNESS HOSE REEL ENCODER	614.69
EMBRIS GROUP LLC	BPW-230611 OLDE TOWNE REHAB 2025/02/28M	3,115.00
EMPLOYEE BENEFITS SYSTEMS	2025/03/25M HEALTH INSURANCE	19,967.00
HOA OPTIMIZATION & AUTOMATION SOLUTIONS, INC	LS #4 EMERGENCY POWER REPAIR	14,990.00
HOSE & HANDLING, INC	PUNCH CLAMP, STEEL MENDER, SUCTION	3,670.56
METROPOLITAN UTILITIES DIST	2025/02/07-03/10 MONTHLY SERVICE	68.68
METROPOLITAN UTILITIES DIST	2025/02/07-03/11 MONTHLY SERVICE	918.04
POWERPLAN	REPLACEMENT OF HYDRAULIC , CONTROL VALVE, BUSHINGS, SOLENOIDS	19,321.02
POWERPLAN	HYDRAULIC CYLINDERS, SOLENOIDS	6,103.13
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LIFE	119.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/02/28M LTD	147.30
USA BLUE BOOK	SUSPENDED FLOAT	219.97
		<u>\$ 649,700.25</u>
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	2025/02/28M CDBG EXPENSES	3,987.50
LIFT UP SARPY COUNTY	2025/12/01-2025/01/31 CDBG EXPENDITURES	13,677.89
		<u>\$ 17,665.39</u>
FEDERAL FORFEITURES - JUSTICE FUNDS		
MINDSET LLC	LEADERSHIP TRAINING-K HOOGEVEEN	5,000.00
		<u>\$ 5,000.00</u>
	TOTAL CLAIMS FOR 2025/04/01	<u><u>\$ 3,116,203.14</u></u>
	TOTAL PAYROLL FOR 2025/03/14	<u><u>\$ 1,964,342.71</u></u>

Earth Day Proclamation 2025

WHEREAS: For five and a half decades, Earth Day has united people across the globe in a shared commitment to environmental stewardship. Today, our planet faces critical environmental challenges—from climate change to biodiversity loss—that demand urgent and sustained action, and

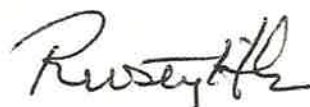
WHEREAS: The 2025 Earth Day network's theme, "Our Power, Our Planet," calls on individuals, communities, businesses, and all levels of government to harness the power of renewable energy and sustainable practices to create a cleaner, healthier world. Each of us has the power to make a difference through the choices we make, the policies we support, and the actions we take, and

WHEREAS: Since 2010, Bellevue has been leading by example in local environmental action with the formation of Green Bellevue, and

WHEREAS: Green Bellevue will host Earth Day in Bellevue on April 13, 2025, from 12:00 PM – 4:00 PM, providing residents with opportunities to learn, engage, and take action in support of a sustainable future. Leaders from metro-area high schools, government and non-profits encourage our community to embrace clean energy, reduce waste, conserve natural resources, and advocate for policies that promote environmental responsibility, and

WHEREAS: On this observance of Earth Day, I urge all residents of Bellevue to recognize the power we hold—individually and collectively—to protect and restore our planet. Through education, action, and advocacy, we can build a more sustainable world and ensure a thriving environment for future generations.

NOW, THEREFORE, I, MAYOR RUSTY HIKE, do hereby proclaim April 13, 2025, as EARTH DAY IN BELLEVUE, NEBRASKA



Rusty Hike, Mayor

Arbor Day Proclamation 2025

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS Bellevue, NE became a Tree City USA community in 2012 and has received the Growth Award consecutively since 2018 for trees planted, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

Now Therefore, I Mayor Rusty Hike do hereby proclaim April 25, 2025 as ARBOR DAY In the City of Bellevue, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.



Rusty Hike, Mayor



TREE CITY USA



Arbor Day Foundation

9a.
4/1/2025



City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: Judy Mansisidor

Address: 13804 Tregaron Drive

Telephone Number: (402) 541-8074 Email Address: judyri220@yahoo.com

Date Submitted: 3/12 Date of Requested City Council Meeting: April 1st

Description of Requested Topic:

LB214 Newborn Safety Device (Baby Box)
-has emergency clause
-implications for Bellevue
-to answer any questions

For Office Use Only:

Date of City Council Meeting: 4/1/25

Applicant Contacted: 3/13/25

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
4/1/2025

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?: <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"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <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:

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:



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 20-22 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.
LOTS 1-5	AG	AGRICULTURE

PROPOSED ZONING		
LOTS 1-5	ZONING	DESC.
LOTS 1-5	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

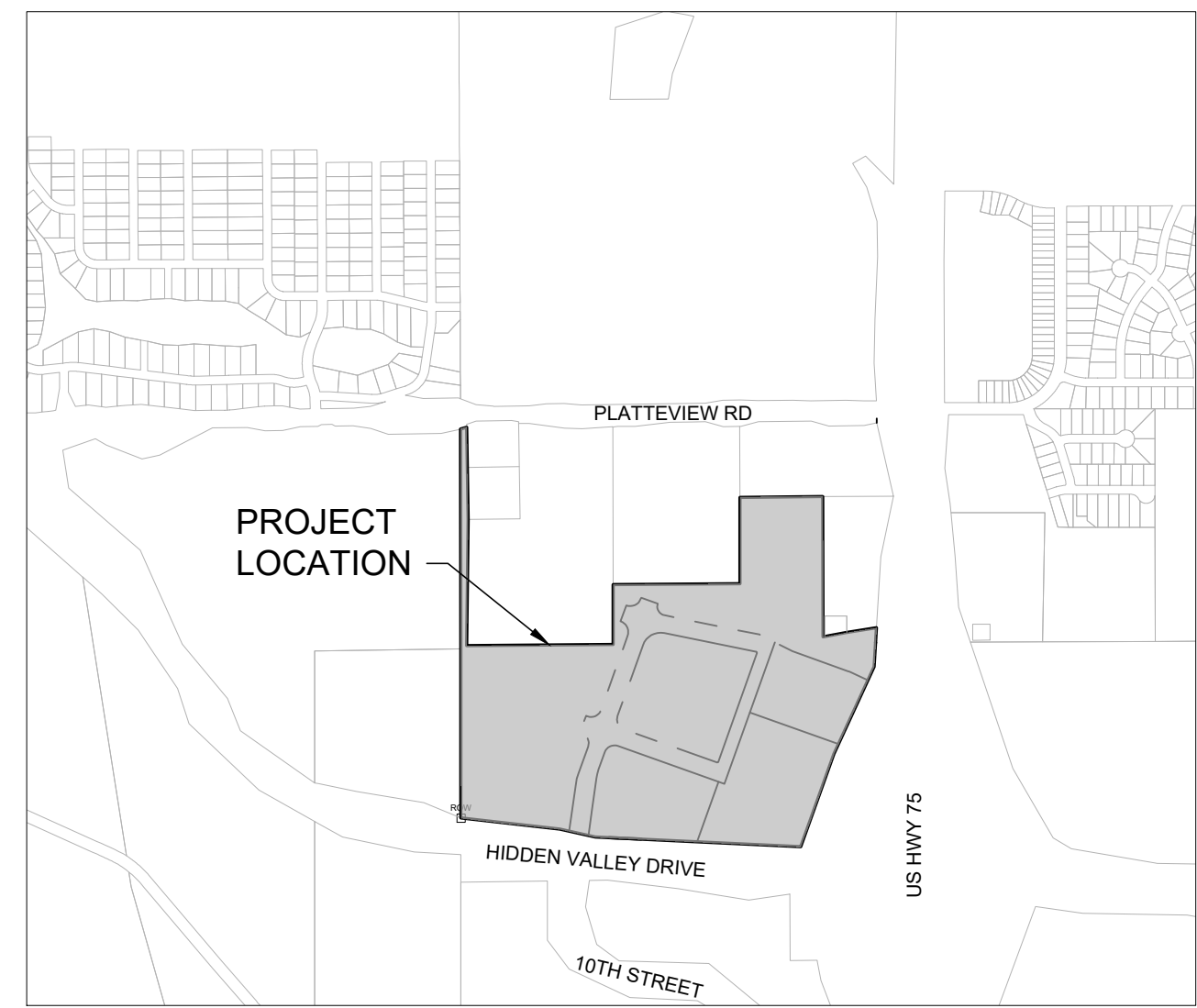
BRIAN SCHUELE
OLSSON
601 P STREET,
SUITE 200
LINCOLN, NE 68508

NOTES:

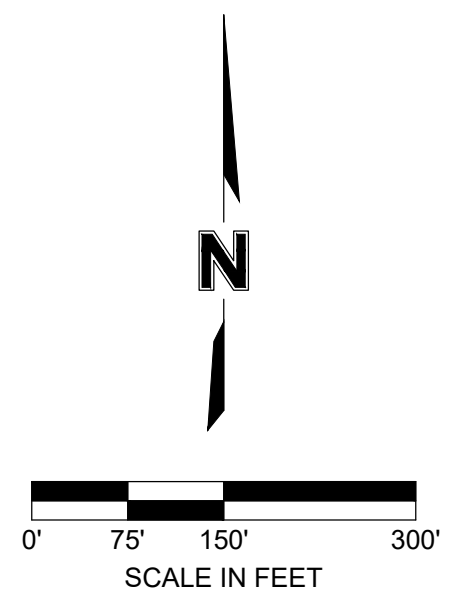
- CITY SHALL COORDINATE WITH NORTHERN NATURAL GAS TO RELOCATE THE EXISTING GAS MAIN, RELEASE THE BLANKET GAS MAIN EASEMENT OVER THE PROPERTY, AND GRANT A NEW 90° GAS MAIN EASEMENT OVER THE RELOCATED MAIN. REFERENCE UTILITY PLAN FOR EXISTING AND PROPOSED MAIN LOCATIONS.
- CITY SHALL COORDINATE WITH THE 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



VICINITY MAP
NOT TO SCALE



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\0350-1-04000\024-03706\40-Design\AutoCAD\Final Plans\Sheets\GNCVC_PLT_02403706.dwg
DATE: Mar 21, 2025 10:32am USER: bschuele

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
4/1/2025

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:




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

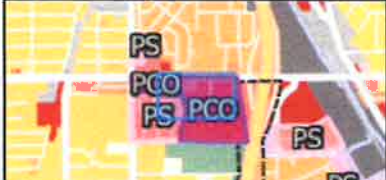

Assistant Planning Manager


Planning Director 03/11/2025
Date of Report

Kennedy Town Center Replat Eight



0 200 400 ft
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



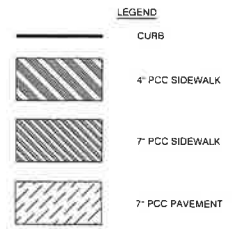
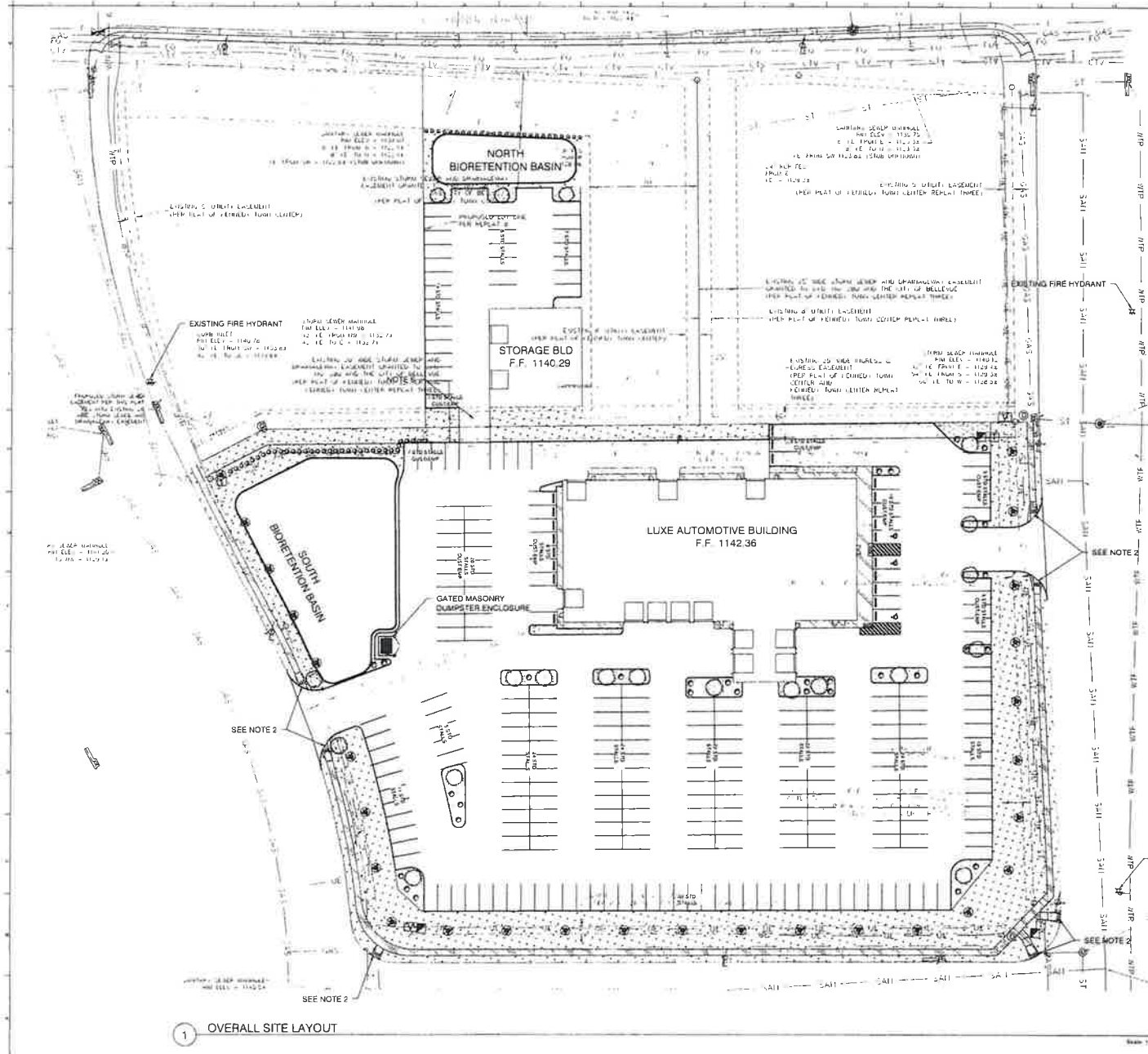
Map Scale 1: 2449

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





- 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 C500 & C501 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 = 24190
 REQUIRED PARKING = 24160/400 = 60
 REQUIRED ADA PARKING = BETWEEN 51-75 = 3
- PARKING SUPPLIED AS DESIGNED**
1. INVENTORY = 213
 2. CUSTOMER & EMPLOYEE = 60
 3. ADA = 3

RECEIVED
 FEB 14 2025
 PLANNING DEPT.

1 OVERALL SITE LAYOUT



CLIENT
LUXE AUTOMOTIVE
 8115 L STREET
 OMAHA, NEBRASKA

PROJECT AND FACILITY
LUXE AUTOMOTIVE - NEW FACILITY

LOT 5 & 75 KENNEDY TOWN CENTER
 BELLEVUE, NEBRASKA

DATE: 02/22/2024

MO ENGINEERING
 CIVIL / STRUCTURAL
 207 WORTH AVE, OMAHA, NE
 504 241 0014
 www.moengineering.com

J3 CIVIL ENGINEERING
 CIVIL CONSULTANTS
 110 W 25TH AVE, OMAHA, NE
 504 241 0014
 www.j3civil.com

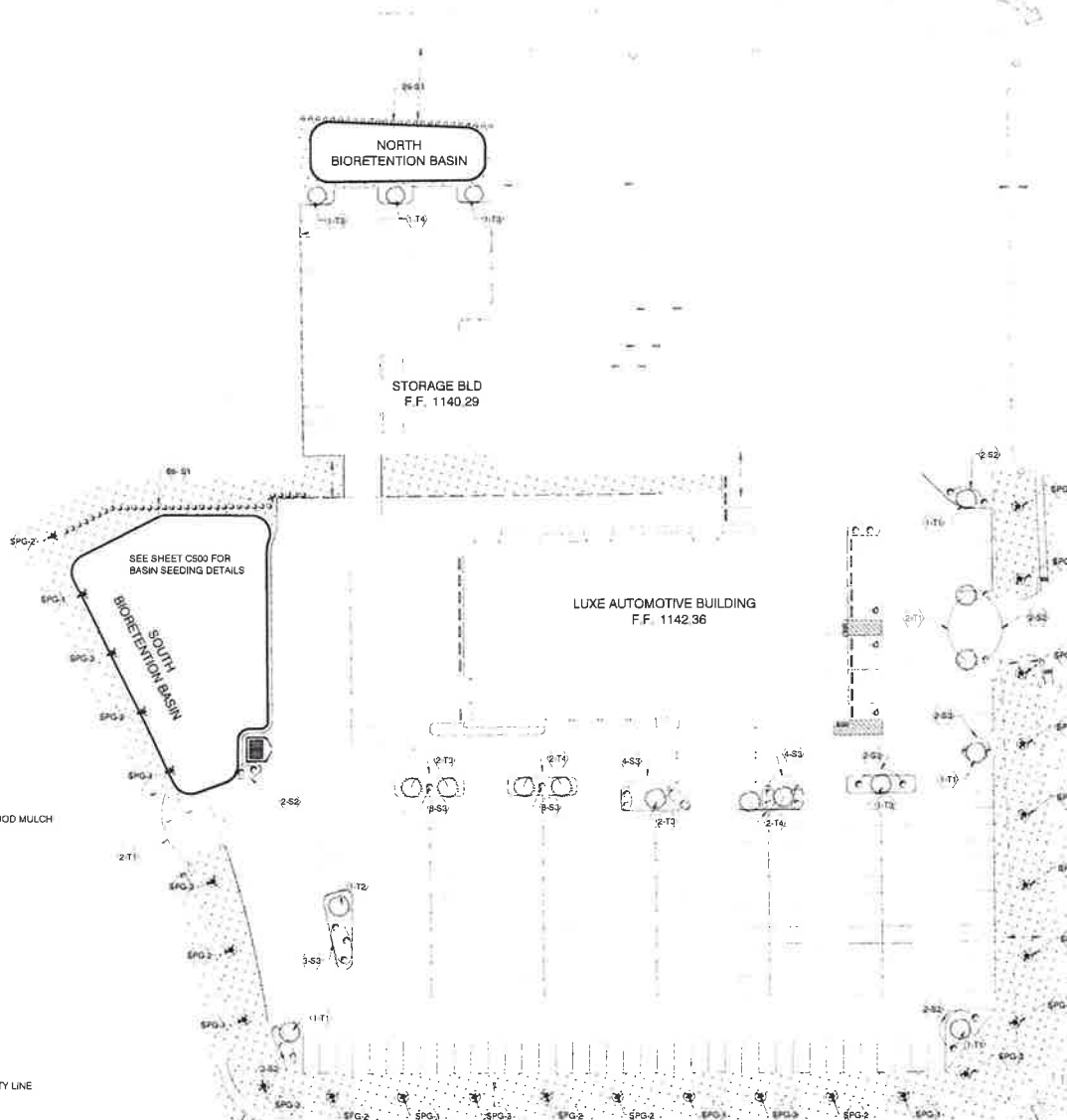
NOT FOR CONSTRUCTION

PROJECT NUMBER: 0140-023
 DATE: 02/22/2024
 SCALE: GRAPHIC SCALE - FEET

SITE LAYOUT

PROJECT NUMBER: **C001**

RECEIVED
 FEB 14 2025
 PLANNING DEPT.



PLANT SCHEDULE*

ID.	TYPE	QTY	COMMON NAME	SCIENTIFIC NAME	CONTAINER TYPE	SIZE	PLANTING SPACING
(1)	TREE	8	Concord Fir	<i>Abies concolor</i>	B & B**	#16 min	Single
(2)	TREE	1	Shademaster Norway Spruce	<i>Decidua buxifolia var. nana</i> <i>Shademaster</i>	B & B**	2 db 1 min	Single
(3)	TREE	4	Spring Snow Crabapple	<i>Malus x Spring Snow</i>	B & B**	2 db 1 min	Single
(4)	TREE	1	Prayer Rose Crabapple	<i>Malus x Prayer Rose</i>	B & B**	2 db 1 min	Single
(5)	TREE	1	Columbian Sugar Maple	<i>Acer columbianum</i>	POT	3 gal min	SPG-1 (SEE DTL 2)
(6)	TREE	1	Japanese Fagopyr Flowering Cherry Tree	<i>Prunus serrulata</i> 'Amanogawa'	POT	3 gal min	SPG-2 (SEE DTL 2)
(7)	TREE	1	Green Perigum	<i>Pinus sylvestris</i> 'Green Perigum'	POT	4 in min	SPG-3 (SEE DTL 2)
(8)	SHRUB	11	Holly Yew	<i>Taxus x media</i> 'Holly Yew'	POT	3 gal min	4-foot
(9)	SHRUB	15	Parthenon Forsythia	<i>Physocarpus opulifolius</i> 'NS Parthenon'	POT	2 gal min	Single
(10)	SHRUB	27	Dwarf Norway Spruce	<i>Chamaecyparis nana</i>	POT	2 gal min	SEE DTL 2
(11)	SHRUB	27	Common Pygmy Starbush	<i>Barbena thurbergii</i> 'Common Pygmy'	POT	2 gal min	SPG-2 (SEE DTL 2)
(12)	SHRUB	27	Fast Ice Arborvitae	<i>Thuja occidentalis</i>	POT	2 gal min	SPG-3 (SEE DTL 2)

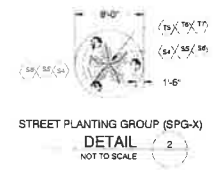
*QUANTITIES IN THIS TABLE ARE FURNISHED FOR CONTRACTORS CONSIDERANCE ONLY. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING QUANTITIES FROM DRAWINGS OR NOTES SPECIFIC ESTABLISHED FOR PLANTINGS.
 **TREES MARKED B & B MAY BE BAREROOT. CONTRACTOR SHALL BE RESPONSIBLE FOR SPECIAL CARE REQUIRED AND 2 FULL YEARS SURVIVAL OF HEALTHY SPECIMENS.
 ***D, E = (CHECKED)

- 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 SEEDING 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 SF/ PARKING STALL	4655 SF	5195 SF
PARKING LOT TREES	1 TREE/200 SF LANDSCAPE AREA	18	30
PARKING LOT SHRUBS	1 SHRUB/100 SF LANDSCAPE AREA	37	60
STREET TREES	1 TREE/40 STREET FEET	27	27
STREET SHRUBS	2 SHRUBS/20 STREET FEET	41	41
NW PERIMETER SHRUBS*	1 SHRUB/2 FEET	86	86
EVERGREEN REQUIREMENTS			
TREES	1/3 OF PLANTING REQUIRED	465 ÷ 3 =	155
SHRUBS	1/3 OF PLANTING REQUIRED	2883 ÷ 3 =	961

*This planting is an alternative to the amount of buffer area required by the City of Omaha.



- 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
 8113 L STREET
 OMAHA, NEBRASKA

PROJECT NUMBER: 12-01-2024
 DATE: 12-01-2024
 DRAWING NUMBER: L102

SCALE: GRAPHIC SCALE - FEET

LANDSCAPING PLAN

NOT FOR CONSTRUCTION

PROJECT NUMBER: 12-01-2024
 DATE: 12-01-2024
 DRAWING NUMBER: L102

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

13a.
4/1/2025

COUNCIL MEETING DATE: April 1, 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 approve the detachment of Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest 1/4 of Section 1, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.
Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Offutt AFB recently acquired the aforementioned property from the Omaha Development Foundation. This property was annexed in 2019; however, the city does not have any other base property in its city limits, nor do we have jurisdiction over Base property. Subsequently, Offutt has requested the property be detached from city limits. Staff is supportive of this request.

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:

Staff recommends approval of this request.

ATTACHMENTS:

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

SIGNATURES:

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



We Influence The World!

City of Bellevue
Planning Department
1510 Wall Street ▪ Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: Mayor Rusty Hike
Jim Ristow, City Administrator
City Council

FROM: Tammi Palm, Planning Director

DATE: March 25, 2025

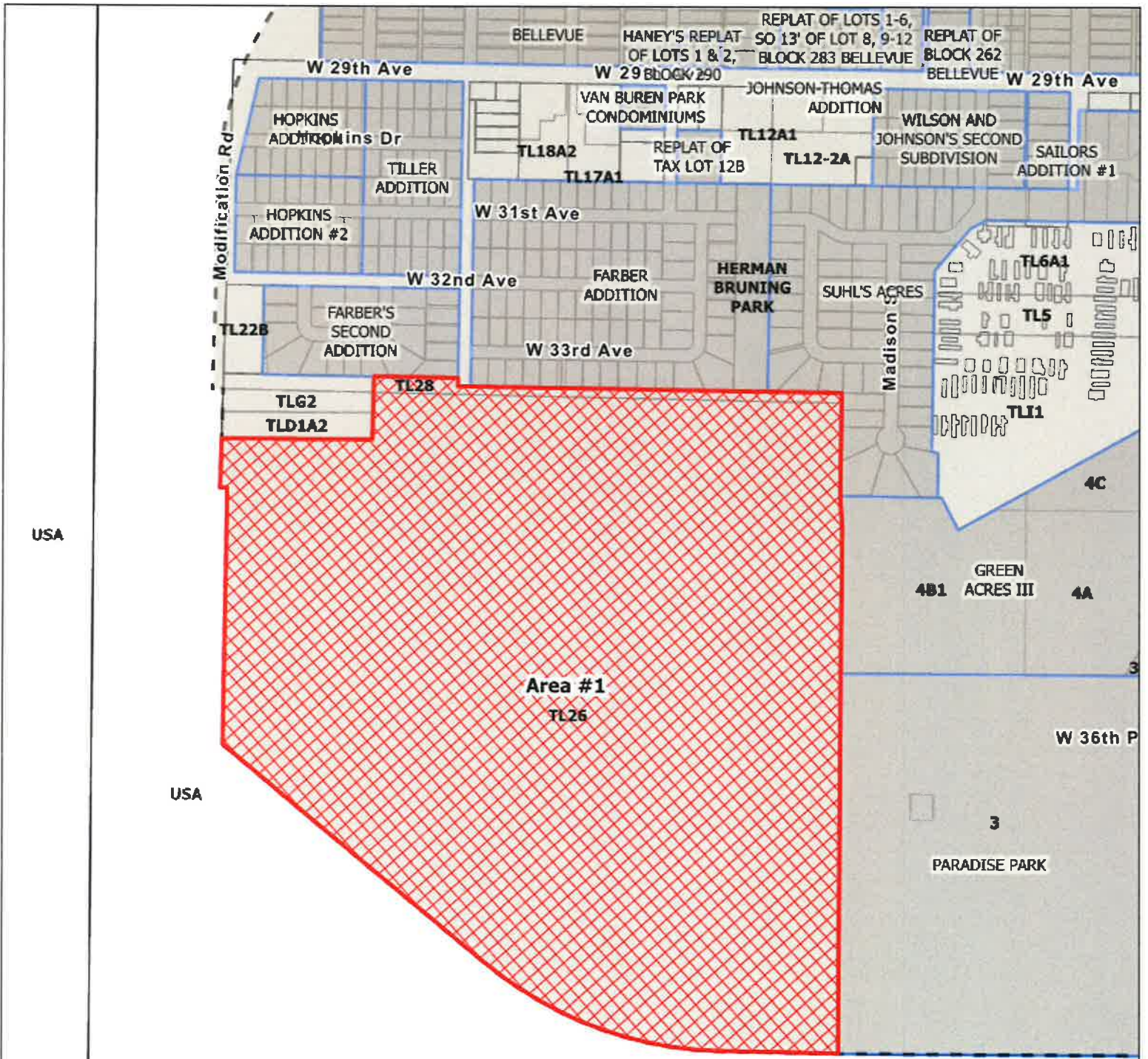
RE: DETACHMENT OF OFFUTT AFB PROPERTY

Offutt Air Force Base recently acquired Tax Lot 26, and part of Tax Lot 28 (1-13-13) from the Omaha Development Foundation. This property is located directly west of the Paradise Park and Green Acres developments. (Please refer to attached map with Area #1.)

This property was annexed by the city in 2019. Since it is now under Offutt ownership, base personnel have requested it be detached from city limits.

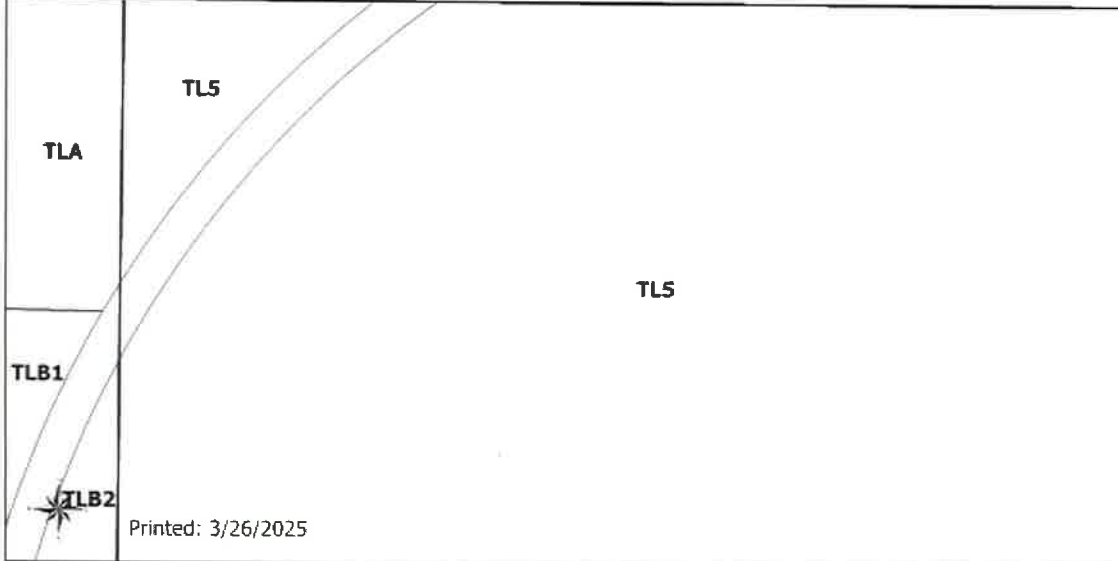
No other Offutt property is in the city limits or under the jurisdiction of the city. Subsequently, staff is recommending this property be detached.

In addition to the aforementioned property, staff realized a small parcel of Offutt property was inadvertently annexed in 2009 south of the Base. This parcel (divided by the railroad tracks) is labeled Area #2 and Area #3 on the attached maps. Staff is also recommending this parcel be detached.





USA

USA



Legend

-  De-Annex Area
-  Current City Limit

10B
PALMTAG'S
SUBDIVISION

TLC

Legal Description:

Part of Tax Lots 1 and 2A, North and West of
railroad right of way, located in SW1/4 NW1/4 of
Sec 13, T13N, R13E

Together with that portion of Tax Lot 1 and 2A as
described and filed for record Aug. 16, 1963 in
Deeds Records, Book 114, Page 590, located in
SW1/4 NW1/4 of Sec 13, T13N, R13E

Area #2

TL1

TL1

Area #3

Papillion Creek

TL2B

SE1/4NW1/4

TL1

TL2A

TL6

TL5B

TL6A

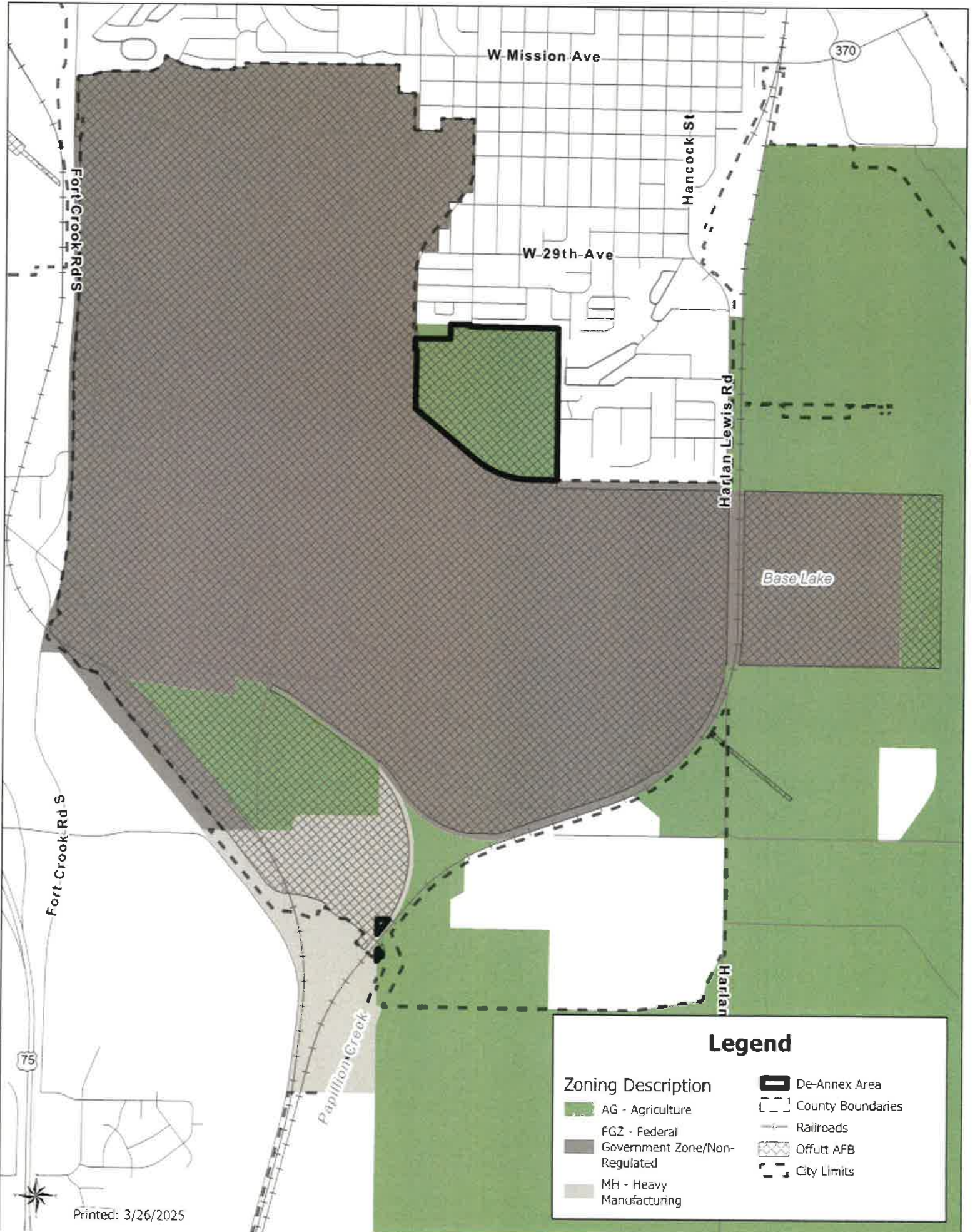
Legend

 De-Annex Area

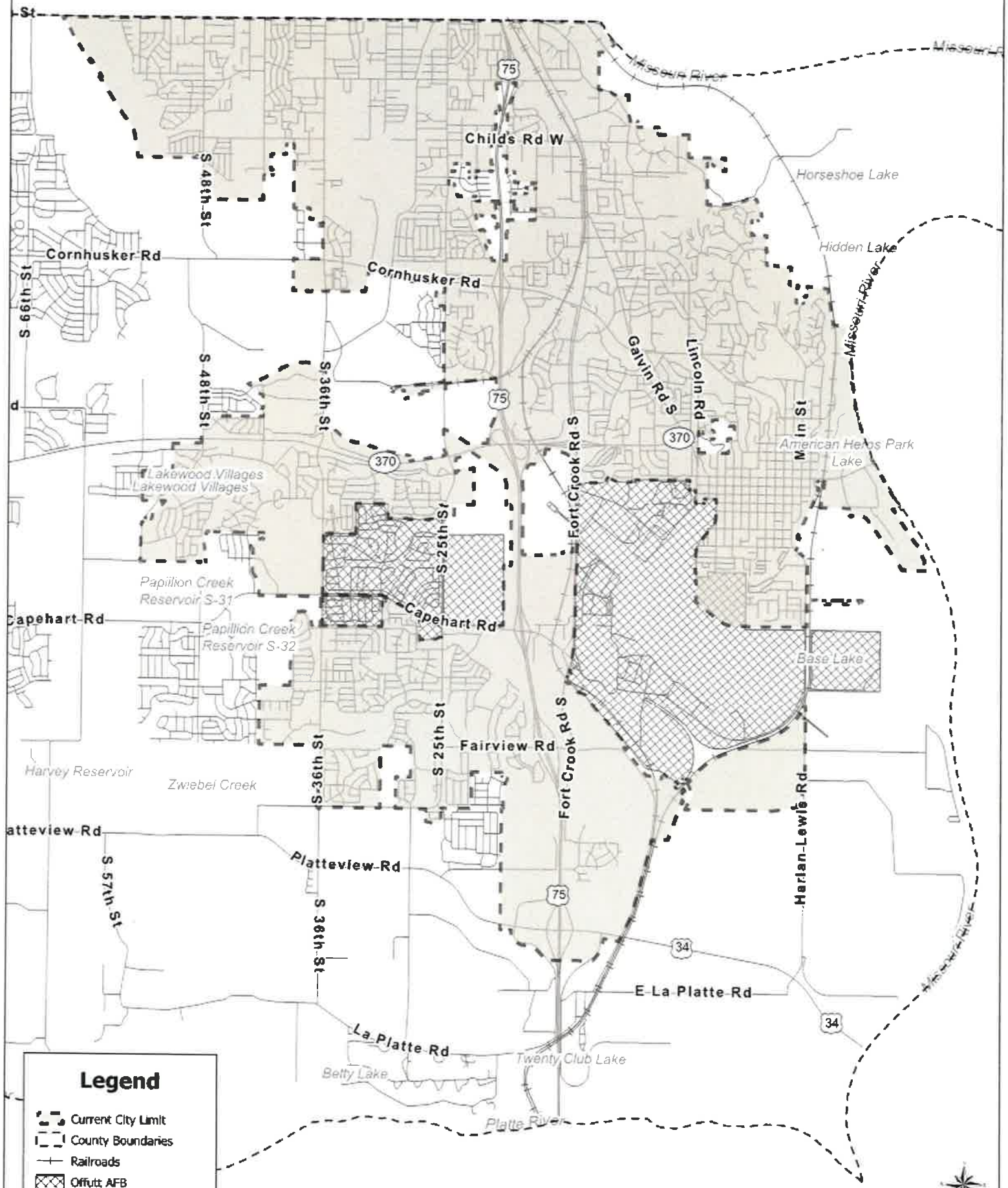
 Current City Limit







Current Zoning



City Limits Before De-Annexation

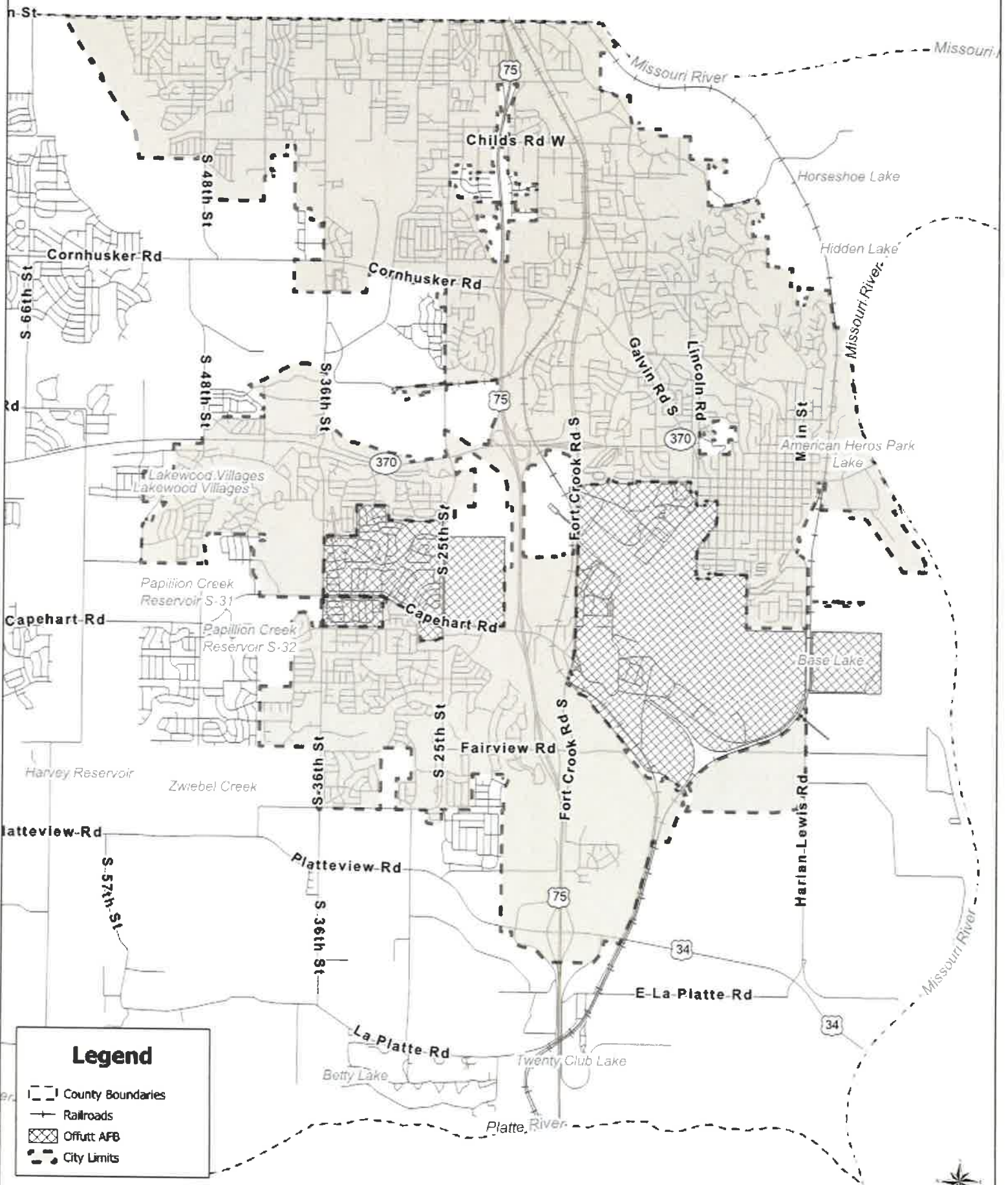


Legend

-  Current City Limit
-  County Boundaries
-  Railroads
-  Offutt AFB



City Limits After De-Annexation



1
2
3 **ORDINANCE NO. 4182**

4 AN ORDINANCE TO DETACH FROM THE CITY OF BELLEVUE, SARPY
5 COUNTY, NEBRASKA, CERTAIN LANDS, LOTS, AND REAL ESTATE LYING WITHIN
6 THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE.

7 NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE
8 CITY OF BELLEVUE, NEBRASKA:
9

10 Section 1. Whereas, the owners of the land situated within and adjacent to the corporate
11 limits of the City of Bellevue and more particularly described as follows:
12

13 Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest ¼ of Section 1, T13N,
14 R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West
15 of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E
16 of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as
17 described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located
18 in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County,
19 Nebraska.
20

21 have filed a request with the City Council that the property be detached from the city
22 limits of the City of Bellevue, Nebraska, and the Council does hereby find that it would be
23 advantageous and to the best interest of the City of Bellevue to detach said property from the city
24 limits.
25

26 Section 2. Therefore, the lands and real estate as described in Section 1 of this ordinance
27 are hereby wholly and entirely detached from the city limits of the City of Bellevue, Sarpy
28 County, Nebraska, and shall no longer be or constitute any part of the City of Bellevue,
29 Nebraska.
30

31 Section 3. All ordinances and parts of ordinances in conflict herewith shall be and the
32 same hereby are repealed.
33

34 Section 4. This ordinance shall become effective after its passage, approval, and
35 publication according to law.
36
37

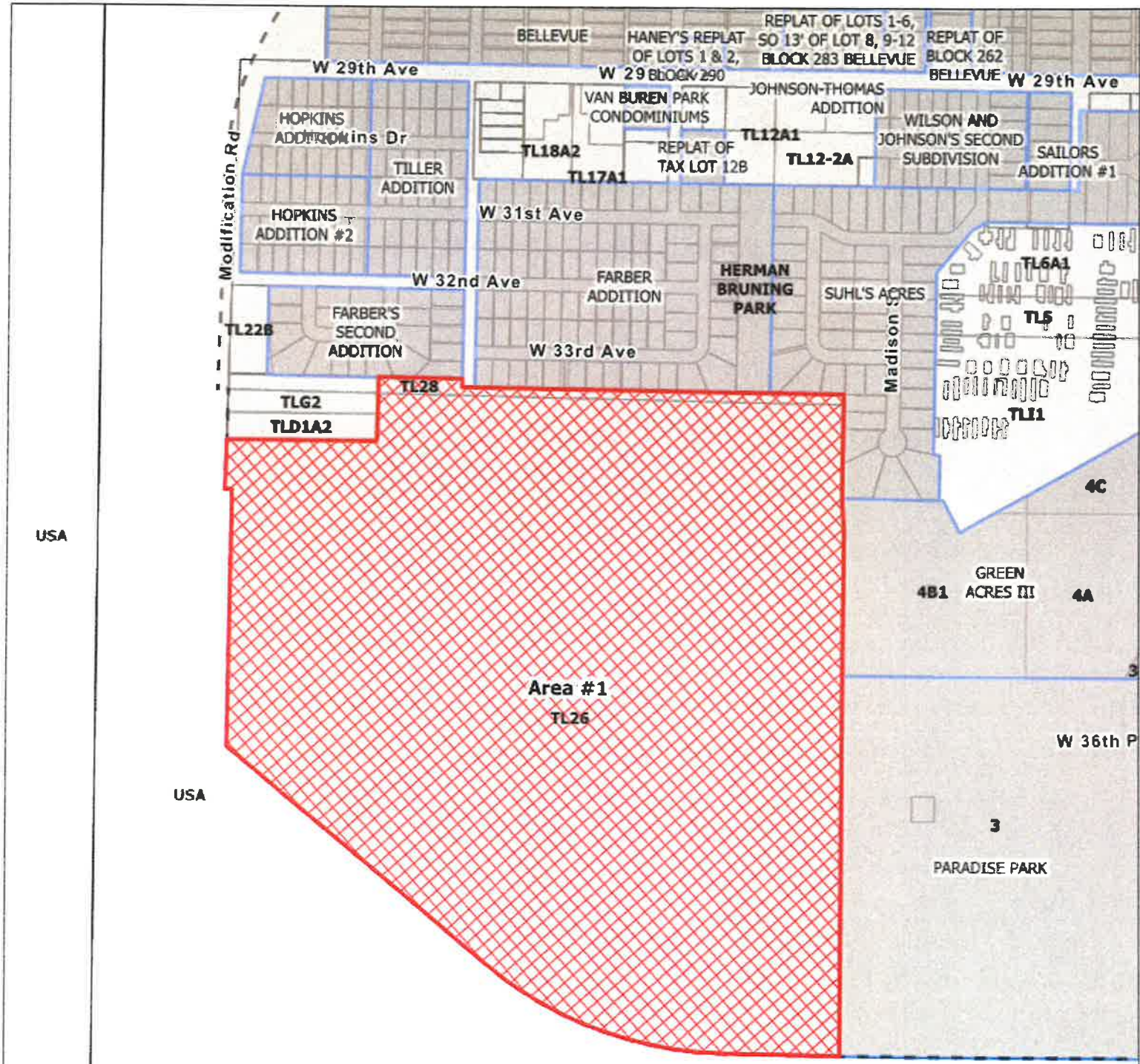
38 ADOPTED by the Mayor and City Council this _____ day of
39 _____, 2025.
40
41
42

43 _____
44 Mayor
45
46

47 ATTEST:
48
49 _____
50 City Clerk
51

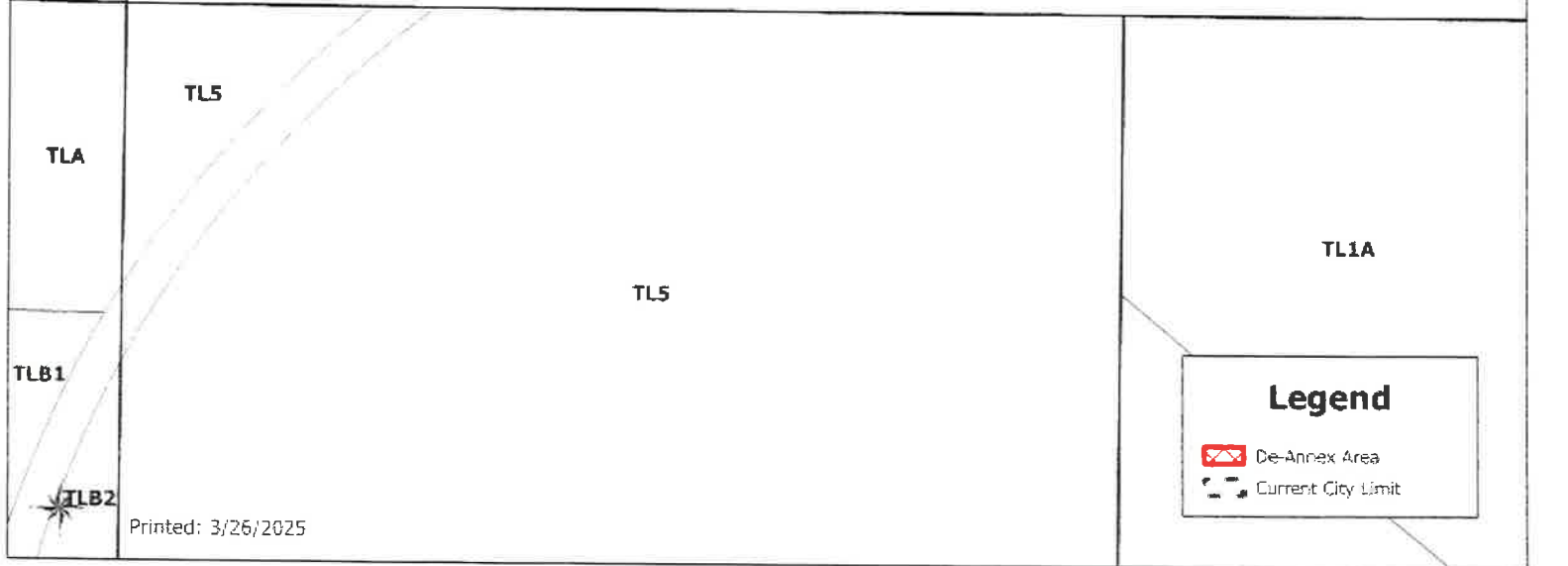
52 APPROVED AS TO FORM:
53
54
55 _____
56 City Attorney
57

- 1 First Reading _____
- 2 Second Reading _____
- 3 Third Reading _____





USA

USA



Legend

-  De-Annex Area
-  Current City Limit

108
PALMTAG'S
SUBDIVISION

TLC

Legal Description:

Part of Tax Lots 1 and 2A, North and West of
railroad right of way, located in SW1/4 NW1/4 of
Sec 13, T13N, R13E

Together with that portion of Tax Lot 1 and 2A as
described and filed for record Aug. 16, 1963 in
Deeds Records, Book 114, Page 590, located in
SW1/4 NW1/4 of Sec 13, T13N, R13E

Area #2

TL1

TL1

Area #3

Papillion Creek

TL2B

SE1/4NW1/4

TL1

TL2A

TL6

TL5B

TL8A

Legend

 De-Annex Area

 Current City Limit



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
4/1/2025

COUNCIL MEETING DATE: April 1, 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 amend Section 9-3, Subsection (1) of the Bellevue Municipal Code to amend the Ward One boundary to account for de-annexation of Offutt AFB property. Applicant: City of Bellevue

SYNOPSIS/BACKGROUND:

We recently amended the Ward One boundary to take into account our latest annexations. After the new boundary was approved, a detachment of recently acquired Offutt AFB property was requested. The property Offutt has acquired is in Ward One, subsequently, the boundary needs to be amended again.

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff is recommending approval of the amendment.

ATTACHMENTS:

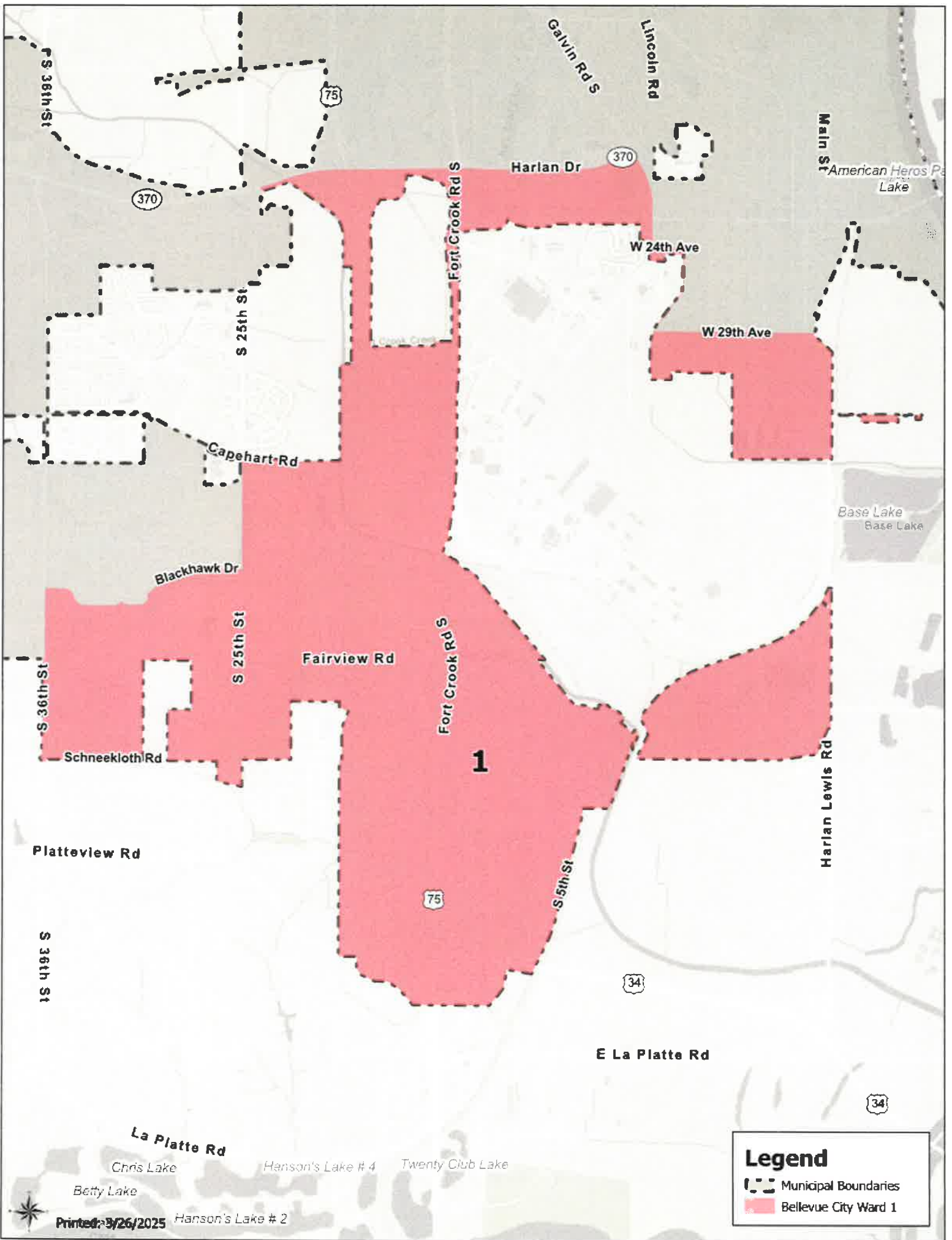
- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Ordinance No. 4183 | 2. Ward One Map | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



Legend

- Municipal Boundaries
- Bellevue City Ward 1

ORDINANCE NO. 4183

AN ORDINANCE TO AMEND SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE TO PROVIDE FOR REVISED CITY COUNCIL WARD BOUNDARIES; TO REPEAL SUBSECTION (1) OF SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFORE EXISTING REGARDING THE WARD ONE BOUNDARY; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 9-3, Subsection (1) of the Bellevue Municipal Code is hereby amended to read as follows:

There shall exist within the city six wards for the election of members to the city council, each ward to be represented by one member whose term shall commence and expire as previously established by the city. Pursuant to section 32-553 of the laws of the State of Nebraska, the boundaries for each ward are hereby revised as set forth in this chapter.

- (1) Ward One.
 - a. Ward 1 shall contain the part of the City of Bellevue beginning at the intersection of Galvin Road and Harlan Drive, south and east along Galvin Road to Lincoln Road, south along Lincoln Road to 24th Avenue, east along 24th Avenue to Calhoun Street, south along Calhoun Street to Modification Road, south and west along Modification Road to 29th Avenue, east along 29th Avenue to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, north along the west Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Modification Road, north and east along Modification Road to Calhoun Street, north along Calhoun Street to the south Bellevue city limit, west along the south Bellevue city limit to Fort Crook Road, south along Fort Crook Road to the east Bellevue city limit, south along the east Bellevue city limit to 5th Street, south along 5th Street to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Schneekloth Road, west along Schneekloth Road to 36th Street, north along 36th Street to Blackhawk Drive, east along Blackhawk Drive to Lone Tree Road, east along Lone Tree Road to Blackhawk Drive, east along Blackhawk Drive to 25th Street, north along 25th Street to Capehart Road, east along Capehart Road to the west Bellevue city limit, north along the west Bellevue city limit to Fort Crook Road, north along Fort Crook Road to Harlan Drive, east along Harlan Drive to the point of beginning; and
 - b. The part of the City of Bellevue to the south of Offutt Air Force Base and east of Fort Crook Road.

Section 2. That Section 9-3, Subsection (1) of the Bellevue Municipal Code as heretofore existing is hereby repealed.

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

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

14a.
4/1/2025

COUNCIL MEETING DATE: April 1, 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 type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request for site plan approval for Lot 1, Kennedy Town Center Replat Eight, for the purpose of an AutoZone auto parts store. Applicant: Zaremba Group, LLC. General Location: Southeast corner of West Chandler Road and South 22nd Street.

SYNOPSIS/BACKGROUND:

Zaremba Group, LLC, is requesting site plan approval for Lot 1, Kennedy Town Center Replat Eight to allow for the construction of an AutoZone auto parts store. The site is zoned BG-PCO, which requires site plan approval. An auto parts store is a permitted use in the BG (General Business) zoning district. This project is a part of an overall development plan for Kennedy Town Center Replat Eight, which is a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three. Under this plan AutoZone would develop proposed Lot 1, while an automobile dealership would construct on Lot 2.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of the site plan.

ATTACHMENTS:

1. PC Recommendation
2. Staff Report
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Tammi Palm
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Zaremba Group, LLC

CASE #: Z-2412-13

CITY COUNCIL HEARING DATE: April 1, 2025

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.

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-2412-13

FOR HEARING OF:

REPORT #1: February 27, 2025

REPORT #2: April 1, 2025

I. GENERAL INFORMATION

A. APPLICANT:

Zaremba Group, LLC
Attn: Mark Zawadski
14600 Detroit Ave., Ste 1500
Lakewood, OH 44107

B. PROPERTY OWNER:

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

C. GENERAL LOCATION:

Southeast corner of West Chandler Road and South 22nd Street

D. LEGAL DESCRIPTION:

Lot 1, Kennedy Town Center Replat Eight, located in the Southwest ¼ of Section 15, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Site Plan approval for Lot 1, Kennedy Town Center Replat Eight.

F. EXISTING ZONING AND LAND USE:

BG-PCO/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain site plan approval to construct an AutoZone auto parts store.

H. SIZE OF SITE:

The site is approximately 1.03 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential (across West Chandler Road), RD-60
- 2. **East:** Automobile Dealership, BGH-PCO
- 3. **South:** Automobile Dealership, BGH-PCO
- 4. **West:** Commercial (across South 22nd Street) BG-PCO

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 site plan for Lot 1, Kennedy Town Center Replat Eight, located in the Southwest ¼ of Section 15, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of an AutoZone auto parts and supply store.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Section 5.25, Zoning Ordinance, regarding PCO uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows 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. The proposed development will have access from South 22nd Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Mark Zawadski, on behalf of Zaremba Group, LLC, has submitted a request for site plan approval for Lot 1, Kennedy Town Center Replat Eight, for the purpose of an auto parts and supply store. The site is zoned BG-PCO. Site plan approval is required for the -PCO zone.

An auto parts store is a permitted use in the BG (General Business) zoning district.

2. This project is part of an overall development plan for Kennedy Town Center Replat Eight, which is a replat of Lot 75, Kennedy Town Center, and Lot 5, Kennedy Town Center Replat Three. Under this plan, AutoZone would develop proposed Lot 1, while an automobile dealership will construct on Lot 2.

The replat and site plan for Lot 2 is currently pending the City Council public hearing process as well.

3. The site layout plan shows a total of 30 standard parking stalls and two ADA parking stalls for a total of 32 parking stalls. The ordinance requires one stall for every 200 feet of gross sales area for a minimum requirement of 21 parking stalls.

4. The applicant has submitted a landscape plan as part of the site plan materials. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

5. 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 Lot 2, Kennedy Town Center Replat Eight, was included in the overall study.

The AutoZone development is proposing to handle their detention on site. They are by-passing the regional detention basin on Lot 2.

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

6. 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.

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

No other comments were received on this case.

7. The applicant will also be required to meet the regulations of Section 8.12, Zoning Ordinance, for design standards for the auto parts and supply store. This review will be conducted as part of the building permit process.

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

9. 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 conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2024 GIS aerial photo of the property
3. Site plan received February 14, 2025
4. Landscaping plan received February 14, 2025
5. Letter from Foresite Group Engineering received December 20, 2024

VII. COPIES OF REPORT TO:

1. Zaremba Group, LLC (Mark Zawadski)
2. Foresite Group, LLC (Patrick Colliflower)
3. Oxus, LLC (Harvey Atamov)
4. Public Upon Request

Angela M. Cory
Assistant Planning Manager

Jammi A. Palm 03/25/25
Planning Director Date of Report

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
4/1/2025

COUNCIL MEETING DATE: 04/01/2025		SUBMITTED BY: Finance, CDBG	
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:

Approve and execute the CDBG Funding Approval and Agreement for FY-24 funding in the amount of \$315,504.00

SYNOPSIS/BACKGROUND:

The City of Bellevue approved and submitted the 2024 Action Plan outlining CDBG funded projects in August 2024. Following a review, HUD has approved the plan and activities, and provided a funding agreement for the City's approval. To receive the funding, the City must execute and return the funding agreement to HUD. Once the agreement is executed and the environmental review is complete, the 2024 funds will be released to the City for expenditure.

FISCAL IMPACT: \$315,504.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Funding Agreement, B-24-MC-31-0003

CONTRACT EFFECTIVE DATE: 10/01/2024 CONTRACT TERM: 6 years CONTRACT END DATE: 9/1/2031

PROJECT NAME: *Once approved by City Council and HUD, activities will be named and coded.

START DATE: 10/01/2024 END DATE: 09/01/2031 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and execute the agreement

ATTACHMENTS:

- HUD Letter - 2024 Approval
- Funding Agreement/Approval HUD-7082
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simon Baskin
[Signature]
[Signature] *ok*
[Signature] *ju*



U.S. Department of Housing and Urban Development

Omaha Field Office
Edward Zorinsky Building
1616 Capitol Avenue, Suite 329
Omaha, Nebraska 68102-4908

March 6, 2025

Rusty Hike
Mayor of the City of Bellevue
1500 Wall Street
Bellevue, NE 68005

SUBJECT: Fiscal Year 2024 Grant Agreement Transmittal

Dear Mayor Steele:

The Omaha Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$315,504.00
Recovery Housing Program (RHP)	\$0
HOME Investment Partnerships (HOME)	\$0
Housing Opportunities for Persons with AIDS (HOPWA)	\$0
Emergency Solutions Grants (ESG)	\$0
Housing Trust Fund (HTF)	\$0
Total FY 2024 Award	\$315,504.00

Plan Approval

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Grant Agreement (or Funding Approval/Agreement) you will be entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, and award terms and conditions that apply to those funds and activities.

Please note the special conditions that may be attached to each agreement.

Preventing Waste, Fraud, and Abuse and Whistleblower Protections

Preventing waste, fraud, and abuse of Federal funds is a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its [online hotline form](#).

Please be reminded of the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation or reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. Grantee must inform employees in writing of their rights and remedies.

Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Subaward Reporting System (FSRS) is a reporting tool that Federal prime awardees (i.e., prime grant recipients and prime contractors) use to capture and report subaward and executive compensation data to meet the FFATA reporting requirements. For FSRS reporting, prime awardees will report on all subawards they make. In accordance with 2 CFR part 170, prime awardees awarded a Federal grant are required to file a FFATA subaward report by the end of the month following the month in which the prime awardee awards any subaward equal to or greater than \$30,000 in Federal funds. Additional information can be found on the FSRS website, at <https://www.fsrs.gov/>.

Revised Federal Uniform Guidance (2 CFR Part 200)

In April 2024, the Office of Management and Budget (OMB) issued revised OMB Guidance for Grants and Agreements, which is now called the OMB Guidance for Federal Financial Assistance. In this update, there have been significant changes made to 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, commonly known as the "Uniform Guidance." More information on these revision is available [here](#) and [here](#). Of particular note, the revisions increase of the **Single Audit threshold** from \$750,000 to \$1 million and the *de minimis* indirect cost rate will increase from 10 percent to up to 15 percent of Modified Total Direct Costs (MTDC). The revisions to 2 CFR Part 200, Subpart F (Audit Requirements) will be effective for fiscal years beginning on or after October 1, 2024. The rest of the changes will take effect on October 1, 2024, for (1) awards issued on or after October 1, 2024, and (2) awards HUD has expressly made subject to the regulations as may be amended.

Environmental Review Requirements

You are reminded that all activities are subject to the provisions at 24 CFR Part 58 (Environmental Review Procedures). Furthermore, funds for certain activities may not be obligated or expended until HUD has approved a Request for Release of Funds (RROF) and issued an Authority to Use Grant Funds (AUGF). A RROF must be signed by a certifying officer and submitted to HUD along with proof of public notice. Until the AUGF has been issued, no HUD funds can be committed. If the project or activity is Exempt per 24 CFR 58.34 or Categorically Excluded Not Subject to 58.5 per 24 CFR 58.35(b), no RROF is required.

On April 23, 2024, HUD published the [Federal Flood Risk Management Standard \(FFRMS\) Final Rule](#) to better protect communities from flooding. This Rule amends HUD's existing floodplain regulations

to require a greater level of flood protection for HUD-funded projects. The Rule, with a compliance date of June 24, 2024, applies to all CPD programs (with the exception of HTF) as part of the environmental review process. Additional information can be found at the following website https://www.hud.gov/program_offices/comm_planning/environment_energy/ffirms.

Build America, Buy America (BABA)

The Build America, Buy America (BABA) Act established a Buy America Preference (BAP) which requires that certain CPD-funded infrastructure projects procure all iron and steel, construction materials, and manufactured products from domestic sources, unless exempted by a general or project-specific waiver. HUD issued a Phased Implementation Waiver that phases in the BAP based on the program funding and materials used. In FY24, the BAP will apply to additional covered CPD programs and materials. Grantees are encouraged to utilize BABA resources on the [HUD Exchange](#), including the CPD BABA Implementation Guidance, for information on how to determine if the BAP applies to a specific project and resources to maximize the flexibilities provided by current HUD general waivers.

Executing the Agreement

Please execute each agreement with electronic signature and date and return to this office to the attention of Mr. Anderson Stoute, Director, Community Planning and Development. Please ensure the Chief Elected Official or an authorized official electronically signs the agreements and maintains a copy of each signed agreement in your local program files.

Indirect Cost Rate Addendum: New for FY2024, the authorized official **must** complete the Indirect Cost Rate Addendum to each agreement. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Complete this section in full by applying the authorized official's name, title, date, and signature. **For grantees electing to use the *de minimis* indirect cost rate:** As noted above, under the 2024 Revisions to 2 CFR Part 200, the *de minimis* indirect cost rate will increase from 10 percent to up to 15 percent of MTDC. For FY2024 grants, any grantee that elects to use the *de minimis* indirect cost rate, and indicates this selection on the Indirect Costs Rate Addendum to the agreement (2nd checkbox), is permitted to utilize the *de minimis* rate of up to 15 percent when the 2 CFR revisions become effective on October 1, 2024, regardless of whether the grant agreement is executed before, on, or after October 1, 2024. However, Grantees using the *de minimis* rate may only apply the higher rate to MTDC amounts that are incurred on or after October 1, 2024.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

To establish a Line of Credit for Fiscal Year 2024 grant funds, you will need to sign, execute and return one copy of each agreement. If you need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please complete an IDIS Online Access Request Form (HUD 27055), notarize it, and return it to this office. Additionally, if you need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

HUD congratulates the City of Bellevue on your grant awards, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Ms. Terry Inserra, Senior Community Planning and Development Representative at terry.l.inserra@hud.gov.

Sincerely,

ANDERSON STOUTE Digitally signed by ANDERSON STOUTE
DN: CN = ANDERSON STOUTE, email = ANDERSON.
STOUTE@HUD.GOV, C = AD, O = HUD, OU = CPD
Date: 2025.03.06 13:02:37 -0600

Anderson Stoute, Director
Office of Community Planning and
Development

Enclosure(s)
cc: Jim Ristow
Abby Highland

Funding Approval/Agreement


Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

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

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Bellevue	3a. Grantee's 9-digit Tax ID Number 476006099	3b. Grantee's 9-digit DUNS Number MGFGXEFM3353 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1500 Wall Street Bellevue, NE 68005-3675	4. Date use of funds may begin 10/01/2024	
	5a. Project/Grant No. 1 B-24-MC-31-0003	6a. Amount Approved \$315,504.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Anderson Stoute	Grantee Name (Contractual Organization) CITY OF BELLEVUE
Title CPD Director	Title
Signature 	Date (mm/dd/yyyy) 3/4/2025
Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 10/01/2024	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY 2024	FY 2023	
b. Funds now being Approved	\$315,498.00	\$ 6.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
-------------------------------	---------------------------------	--------------	------------------	------------	-------------

8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement “Grantee Indirect Cost Rate(s)” and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

**Addendum # 1 to Agreement B-24-MC-31-0003
Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:

Signature:
 X

**Date
(mm/dd/yyyy):**

Title:

//

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

**Addendum # 1 to Agreement B-24-MC-31-0003
Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:

Signature:
 X _____

Date
 (mm/dd/yyyy):

Title:

//

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 4-1-25		SUBMITTED BY: Capt. Tim Melvin	
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:

Douglas County CSI Agreement

SYNOPSIS/BACKGROUND:

The Douglas County Sheriff's Office processes evidence for us routinely (fingerprints, DNA, etc). We also have their crime scene team to process major crime scenes. Our current agreement has expired and we need to sign a new one to continue to use their services.

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:

Sign agreement

ATTACHMENTS:

1. <input type="text" value="DC CSI Agreement"/>	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:

Jimmy Boyfillon

Christina

all
JK

II
E-1

**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Renewal of MOU between Bellevue Police and Douglas County
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)
Date to be on agenda: 3/11/2025

Exact wording to be used for the agenda: _____
Request to renew an MOU between the Douglas County Sheriff's Office and
Bellevue Police Department for CSI services.

Action requested: Consent

Amount requested: _____ Object Code: _____

Is item in current year's budget? Yes No

Does this item commit funds in future years? Yes No

If yes, explain: _____

If an agreement or contract*, has the County Attorney reviewed and approved? Yes No

**Provide County Clerk with contact info for outside organization*

Previous action taken on this item, if any: _____
Approved in previous years _____

Recommendations and rationale or action: _____

Will anyone speak on behalf of this item, if so who? _____
Captain Sellers

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.): Captain Eric Sellers Ext. 6854
Date submitted: 3/04/2025

List Attachments: MOU, Resolution
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office
Received in Administrative Office: Date 3/4/25 Time _____

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA

Resolved

WHEREAS, the Douglas County Sheriff's Office seeks to enter into an agreement with the City of Bellevue Police Department to provide forensic services.

WHEREAS, the City of Bellevue Police Department has agreed to the terms of the agreement.

WHEREAS, the Douglas County Sheriff's Office has received a signed copy of this agreement from the City of Bellevue Police Department with language drafted by the Douglas County Attorney's and approved by the Douglas County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF DOUGLAS COUNTY COMMISSIONERS that the attached Agreement is hereby approved and the Chairman of this Board is hereby authorized to execute said agreement.

Dated this__day of March, 2025

**SERVICES AGREEMENT
BETWEEN
DOUGLAS COUNTY, NEBRASKA
AND
Bellevue Police Department**

Under the authority of the Nebraska Inter-local Cooperation Act, Article 8 of Chapter 13 of the Nebraska Revised Statutes, this Agreement is entered into between the Douglas County, Nebraska, (herein after “Douglas County”) a political subdivision of the State of Nebraska, by and through the Douglas County Sheriff, and Bellevue Police Department, a *political subdivision of the State of Nebraska/municipal corporation of the State of Nebraska*, (herein called “*Requesting Agency*”) for the purpose of providing forensic services.

**SECTION ONE
DUTIES AND RESPONSIBILITIES**

A. Duties of Douglas County

1. Provide the forensic and crime scene services as specified in the Forensic Services Division’s (FSD) Services & Fees document which is attached and incorporated hereunto as Exhibit A and shall strive to respond to any request for assistance in a timely manner.
2. Provide and train personnel as necessary to perform forensic services specified in the Services & Fees document and as determined by the County Sheriff exercising professional judgment. Said personnel will at all times remain under the management and control of Douglas County. Employment rights of personnel assigned to provide services will not be abridged.
3. Reserve the sole right to determine its own availability to perform the forensic service request. This Agreement shall not be construed to require Douglas County to hire any new or additional personnel to perform forensic services.
4. Provide all equipment and facilities necessary to process a crime scene and to conduct laboratory analysis as specified in the Schedule of Forensic Services.
5. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Douglas County Sheriff’s Office, Forensic Services Division’s Evidence Submission Guidelines, to which the current guidelines are incorporated hereunto by reference and subject to periodic review and revision by

- Douglas County. Further, Douglas County retains the right to refuse evidence for forensic processing and/or refuse to process or reprocess evidence submitted to the Douglas County Forensic Services Division if Douglas County believes, in its sole discretion, that the evidence has been compromised and/or otherwise contaminated.
6. Designate a Douglas County Crime Scene Investigation lead crime scene investigator upon arrival to a crime scene and said lead crime scene investigator shall coordinate services with the Requesting Agency's on-site command officer.
 7. The lead crime scene investigator will notify the requesting agency of any breach noted while at crime scene or with evidence collected and/or processed.
 8. The Douglas County Forensic Services Division has extensive dedicated equipment and facilities to ensure the provision of highly professional crime scene investigation and forensic services. Specific arrangements for the use of equipment and/or facilities is necessarily limited to assigned Douglas County Sheriffs Office personnel.
 9. Provide written findings upon completion of any forensic analysis-performed. All records, reports, and documents concerning the performance of services provided by Douglas County Sheriffs Office personnel will be appropriately recorded and securely maintained in accordance with Sheriffs Office records/reporting directives and the State Records Retention Act.
 10. Send written notification to the authorized representative of the Requesting Agency upon completion of forensic analysis for each item(s) of evidence submitted to Douglas County Forensic Services Division.
 11. Invoice the Requesting Agency on a monthly basis or as forensic services are provided by Douglas County, whichever is the earlier to occur. The invoice will reflect actual services rendered on each item submitted for forensic analysis. Crime scene investigation services and latent print services will be billed for a minimum of two (2) hours with additional time billed in 30 minute increments. Deposition and/or court appearances will be billed for a minimum of two (2) hours with additional time billed in 30 minute increments for on duty employees. When an off-duty employee is required to attend court and/or a deposition, a minimum of four (4) hours will be billed with additional time billed in 30 minute increments.
 12. Update the Services & Fees document, attached as Exhibit A, no less than annually and provide a copy of said Schedule to the Requesting Agency's authorized representative no less than thirty (30) days prior to the effective date of said Schedule.

B. Duties of Requesting Agency

1. Submit evidence to the Douglas County Forensic Services Division in accordance with the current Douglas County Sheriff's Office, Forensic Services Division's Evidence Submission Guidelines, to which the current guidelines are incorporated hereunto by reference and subject to periodic review and revision by Douglas County. It is the sole responsibility of the Requesting Agency to comply with said packaging guidelines in effect on the day the evidence is submitted.
2. Submit a request for forensic service(s) that will be completed by the Forensic Services Division in a timely manner. The Requesting Agency shall pay an additional charge to Douglas County when such tests require expedient handling and/or additional personnel or services to meet a specific time requirement requested by the Requesting Agency. Douglas County reserves the right to refuse to perform the forensic services if it deems, in its sole discretion, that the service cannot be complete on or before the requested date.
3. Crime Scene Services:
 - i. Requesting Agency agrees to designate one Requesting Agency law enforcement official on site as a command officer to coordinate all communications with the Douglas County Sheriff's Office lead crime scene investigator. Said command officer shall be designated before or upon arrival of Douglas County Crime Scene Investigation Unit personnel at a crime scene and shall remain the command officer throughout the investigation.
 - ii. Requesting Agency agrees to maintain the crime scene in accordance with the current National Institute of Justice guidelines in effect on the day the crime scene is discovered.
 1. In the event that there has been a breach of crime scene integrity before the arrival of Douglas County Crime Scene Investigation Unit personnel, Requesting Agency's command officer shall report the nature and details of the breach at the time of arrival to said scene to Douglas County's lead crime scene investigator.
 2. In the event that a breach of crime scene integrity is discovered during or after the arrival of Douglas County Crime Scene Investigation Unit personnel, Requesting Agency's command officer shall notify Douglas County's lead crime scene investigator immediately and report the nature and details of the breach to the authorized representative of the Douglas County Sheriff within twenty-four (24) hours.

4. Claim and take possession of item(s) and evidence submitted to Douglas County Forensic Services Division or collected by the Crime Scene Investigator for forensic analysis within one week after notification that testing of said item(s) is complete. Douglas County will not be responsible for evidence storage and disposal and is released from any liability for any item(s) and/or evidence unclaimed by the Requesting Agency eight days after said notification. The Requesting Agency may also be subject to additional storage fees for said unclaimed evidence.
5. Cooperate at all times with the employees and representatives of the Douglas County Sheriff's Office providing services under this Agreement.
6. Make payment for provided services no more than thirty (30) days after receipt of an invoice reasonably documenting all applicable charges and fees.

SECTION TWO

TERM, DURATION, REVIEW, REVISION, AND TERMINATION

This Agreement shall become effective on approval and execution by both Parties hereto and shall remain in effect until **2/18/2028**, a term no greater than three (3) years. This Agreement may be terminated upon mutual written consent of the parties or by either of the parties giving sixty (60) days written notice to the other of its intention to terminate the Agreement. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. Upon expiration, this Agreement may be extended or renewed for an additional term by mutual written agreement of the Parties. A review of the agreement will be conducted annually or more often as needed. Revision of the Agreement may be conducted as needed/deemed necessary by Douglas County.

SECTION THREE

GENERAL PROVISIONS

A. Independent Contractors.

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of

the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Party, nor its personnel, employees, agents, or contractors shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents, or contractors shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

B. Nondiscrimination.

Requesting Agency agrees that in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, Requesting Agency and its subcontractors will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. Requesting Agency and its subcontractors shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.

C. Captions.

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement. Unless otherwise indicated, all references to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; and the words "herein," "hereinbefore," "hereinafter," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

D. Applicable Law and Venue.

The Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision that would cause the application of laws of any jurisdiction other than those of the State of Nebraska. In addition, all claims relating to or arising out of this contract, or the breach thereof, whether based in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nebraska without giving effect to any choice or conflict of law provision as previously provided here. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

E. Entire Agreement

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

F. Amendments/Modification.

This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

G. Assignment.

This Agreement is exclusive to the Parties and rights may not be assigned nor duties delegated by either Party except on prior written consent of the other. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of contract. Any and all additional fess, charges, costs or expenses, which result from an approved assignment or delegation, shall be paid by the assigning/delegating Party.

H. Successors and Assigns Bound by Covenants.

All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

I. Waiver.

The failure of either Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

J. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

K. Notice of Breach.

Either Party shall provide written notice to the other of breach of this Agreement, upon which notice the receiving party shall have ten business days to cure such breach to the mutual satisfaction of the Parties. During the cure period, the Parties shall act in good faith to perform their respective duties described herein.

L. Indemnification

Requesting Agency shall assume all risk of loss, indemnify Douglas County against loss, and hold Douglas County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all expenses incident thereto, including but not limited to legal fees, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by Requesting Agency's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of Requesting Agency to comply with terms and conditions of the Agreement, and for any losses caused by other

parties which have entered into agreements with Requesting Agency, provided that Douglas County gives Requesting Agency prompt, written notice of any such claim, suit, demand or cause of action. Douglas County shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, Neb. Rev. Stat. §§ 13-901 to 13-928, or other applicable provisions of law. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

M. No Third Party Rights.

This Agreement is executed for the benefit of the named parties only. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers and agents.

N. Authorized Representatives and Notice.

Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

FOR THE COUNTY

Amanda Neely
Douglas County Sheriff's Office
15345 West Maple Road
Omaha, NE 68116
(402) 444-6070
(402) 444-3644 fax
Amanda.Neely@douglascounty-ne.gov

FOR REQUESTING AGENCY

Chief Ken Clary
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3100
(402) 293-3090
ken.clary@bellevue.net

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt. A

Party's contact person may be changed by at any time by providing written notice of the updated contact information to all the Parties.

O. Unavailability of Funding language

Due to possible future reductions in County, State and/or Federal appropriations, Douglas County cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, Douglas County may terminate the Agreement or reduce the consideration upon notice in writing to Requesting Agency. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Douglas County shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, Requesting Agency may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to Douglas County.

P. Drug Free Policy.

Requesting Agency established, maintains, and enforces a drug free workplace policy.

Q. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114).

Requesting Agency is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

R. Public Benefits.

With regard to Neb.Rev.Stat. §§4-108 - 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 – 113.

S. Joint Work Product.

This Agreement is the joint work product of both Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

T. Authority.

Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.

U. Insurance.

Requesting Agency shall maintain comprehensive General Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each person for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence and shall provide proof thereof. Requesting Agency agrees to provide and maintain throughout the term of this Agreement, and at its own expense, adequate statutory Nebraska workers' compensation insurance, and shall provide proof thereof. The policies required to be maintained shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state of Nebraska and domiciled in the USA. Requesting Agency shall provide a certificate of insurance to Douglas County Purchasing before work or services are undertaken pursuant to this Agreement and upon demand of Douglas County thereafter. All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent
902 Civic Center, 1819 Farnam St.
Omaha NE 68183.

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect Requesting Agency or its interests. Requesting Agency is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of

insurance as required by this Agreement shall not be construed to limit Requesting Agency's liability hereunder or to fulfill the indemnification provisions of this Agreement.

V. No Separate Legal Entity

This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the Douglas County Sheriff's decision shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

W. Conflict of Interest.

In the performance of this Agreement, Requesting Agency will avoid all conflicts of interests or appearances of conflict of interest. Requesting Agency will report any conflict of interest immediately to County. Requesting Agency assures County that no County employee will have a financial or personal interest in this Agreement. Requesting Agency did not and will not provide any money or other benefit of any kind to any County employee in the procuring of, facilitation of, and execution of or during the duration of this Agreement.

X. Dispute Resolution.

Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting in Omaha, Nebraska to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

DOUGLAS COUNTY, NEBRASKA

Bellevue Police Department, NEBRASKA

Signed by:	
<u>Roger Garcia</u>	<u>03/11/2025</u>
<small>C6620C1A183C430...</small>	
Chairperson	Date
	Mayor/Chairperson Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Signed by:	
<u>Theresa Ulich</u>	<u>03/11/2025</u>
<small>FA4C79814874494...</small>	
Deputy County Attorney	Date
Attorney	Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 1, 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:

Retaining walls built at cemetery.

SYNOPSIS/BACKGROUND:

Best cut lawn care to take down old timber retaining wall and haul away and replace with diamond pro block at the cemetery office and the circle area of the cemetery.

FISCAL IMPACT: \$16,020.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Best Cut Lawn Care Inc. 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: RR RR Tie Retaining Wall with Stone Wall CIP PROJECT NUMBER: CIPCE25(02)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-14-7030

RECOMMENDATION:

City council and Mayor to approve of the work to be completed at the Bellevue Cemetery.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Linnea Briffillon
[Signature]
[Signature]

ESTIMATE

Best Cut Lawn Care Inc.
6540 Russell Emmett Ct
Papillion, NE 68133-3456

dintwilen@gmail.com
+1 (402) 290-6581
Bestcutlawncareinc.com

Bill to
Jason Houghtaling
City Bellevue Ne

Ship to
Jason Houghtaling
City Bellevue Ne

Estimate details

Estimate no.: 1039
Estimate date: 01/16/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Retaining Wall	Office at Bellevue Cemetery take down old timber retaining wall and haul away	1	\$500.00	\$500.00
2.		Retaining Wall	Retaining wall build new wall with Diamond pro block 125 sqft	125	\$37.00	\$4,625.00
3.		Retaining Wall	Remove old retaining wall in the circle area of the cemetery	1	\$350.00	\$350.00
4.		Retaining Wall	Build new walls with diamond pro block 180sqft	175	\$37.00	\$6,475.00
5.		Retaining Wall	Retaining wall Remove old timber wall and replace with diamond pro block 110sqft	110	\$37.00	\$4,070.00
					Total	\$16,020.00

Accepted date

Accepted by

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 1, 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:

Furnish and Install roof on mechanical room Dist. 1 Fire Dept.

SYNOPSIS/BACKGROUND:

This is a CIP project for the Dist. 1 Fire Dept. to intall and furnish roof on mechanical room.

FISCAL IMPACT: \$11,220.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: Roof Replacement Dist. 1 Fire generator room CIP PROJECT NUMBER: CIPBM25(09)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 7030

RECOMMENDATION:

City council and Mayor to approve work to be done at Dist. 1 Fire dept.

ATTACHMENTS:

1. Scope of work	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Higgins

[Signature]

[Signature]

KenBrooke Roofing Inc.
4505 South 139th Street
Omaha, NE 68137
Phone: 402-510-7941
Fax:
Email: jim.upah@kenbrookeroofing.com

C.I.P.
131123(09)

KenBrooke Roofing

DATE: March 18, 2025

PROJECT: *(Name and address)*

Bellevue Fire Department District 1 Station *(Lower Roof on South Side of Building)*
211 W 22nd Ave
Bellevue, NE 68005

OWNER/OWNER REPRESENTATIVE: *(Name and address)*

City of Bellevue Nebraska
1500 Wall Street
Bellevue, NE 68005
ATTN: Mr. Tracy Niemier

RE: Furnish and Install roof on mechanical room.

SCOPE OF WORK

Provide all labor, materials, tools, and equipment necessary to complete the installation of a complete roof recover as specified herein and in accordance with the manufacturer's most current published specifications and details.

1. Remove and dispose of existing wall flashings, penetration flashings, and drip edge.
2. Score existing EPDM roof membrane.
3. Furnish and install ½" DensDeck coverboard. (Mechanically fastened)
4. Furnish and install adhered 60 mil TPO membrane. (White in color)
5. Furnish and install new wall flashings, penetration flashings, and shop fabricated drip edge.
6. No permit included.
7. 15-Year Manufacturer's Warranty.

Total cost of this work:

Eleven Thousand Two Hundred Twenty Dollars and 00/100

\$ 11,220.00

New gutters and downspouts

~~Add: \$1,800.00~~

KenBrooke Roofing Inc.
4505 South 139th Street
Omaha, NE 68137
Phone: 402-510-7941
Fax:
Email: jim.upah@kenbrookeroofing.com

KenBrooke Roofing

Payment to be made as follows:
Balance Due on Completion.

All payments due under this contract shall be paid within 10 days of the invoice date. Payments thereafter shall be assessed a late fee of 1.33% per month.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Representative of KenBrooke Roofing

Acceptance of this proposal constitutes a binding contract under the laws of the state of Nebraska. Signing authorizes KenBrooke Roofing to perform the work specified. Payments will be made as outlined above.

Signature
:



Date of Acceptance: _____

Signature
:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 1, 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:

Dist. 1 Fire roof

SYNOPSIS/BACKGROUND:

Dist. 1 Fire roof has significant storm damage. \$56,772.00 is to repair and replace roof. \$17,510.00 is to install a roof perimeter securement to prevent future wind damage.

FISCAL IMPACT: \$74,282.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Storm Damaged Roof area and Roof perimeter securement.

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 and Mayor to approve the work to be done to Dist. 1 Fire roof repair from storm damage.

ATTACHMENTS:

1. KenBrooke quote
2. Dried In roof consulting quote
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Hillis
[Signature]
[Signature]

March 17, 2025

City of Bellevue Fire Department #1
211 W 22nd Street
Bellevue, NE 68005

RE: Roof and Gutter Repairs

Provide all labor, materials, tools, equipment, and services necessary to complete the work as specified herein and in accordance with the manufacturer's most current published specifications and details.

Storm Damaged Roof Area:

1. Remove and dispose of the remaining roofing system and temporary repairs where the roof blow-off occurred. Approximately 1,793 square feet.
2. Remove any additional damaged insulation and cover board. Cut away the existing roof assembly to make a clean straight edge to match the new insulation.
3. Clean the concrete deck of remaining adhesives, insulation facer, and loose asphalt.
4. Furnish and install 2" x 10" wood blocking at the perimeter edge set in a uniform application of construction adhesive. Fasten the wood blocking to the concrete T's using concrete wedge anchors.
5. Furnish and install additional layers of wood blocking to match the height of the existing wood blocking.
6. Furnish and install primer over the concrete roof deck and allow it to dry.
7. Furnish and install a tapered polyisocyanurate insulation system to match the height of the existing insulation and wood blocking. The insulation will be installed with two-component low rise foam adhesive.
8. Furnish and install ½" DensDeck prime cover board. The cover board will be installed with two-component low rise foam adhesive.
9. Furnish and install Johns Manville 60 mil TPO membrane adhered roofing system and heat weld to the existing TPO membrane.
10. Wrap the TPO membrane over the outside edge of the wood blocking and fasten with roofing nails.
11. Furnish and install 24-gauge TPO coated metal drip edge at the gutter edge.
12. Furnish and install prefinished 24-gauge metal box gutter and downspouts.
13. Provide roof installers 2-year workmanship warranty.

Total Cost of This Work: \$56,772.00

KenBrooke Roofing Inc.
4505 South 139th Street
Omaha, NE 68137
Phone: 402-618-0394
Fax:
Email: scott@kenbrookeroofing.com

KenBrooke Roofing

Roof Perimeter Securement to Prevent Future Wind Uplift:

1. Furnish and install concrete fasteners and barbed metal seam plates 12" on center to secure the roof perimeter per the attached drawing. Approximately 1,400 linear feet of perimeter edge securement.
2. The fasteners and seam plates will be installed from the perimeter edge a minimum of 10' linear feet onto the roof and into the existing concrete T's.
3. Install additional fasteners to secure the existing wood blocking to the concrete T's at the entire perimeter.
4. Clean the TPO membrane around the fasteners and seam plates and cover with a 60 mil TPO membrane patch.
5. Provide roof installers 2-year workmanship warranty.

Total Cost of This Work: \$17,510.00

Any A/C, electrical, or plumbing work required allowing proper installation of the new roofing system will be an additional cost to below price. KenBrooke Roofing is not responsible for fasteners penetrating conduit or piping below roof deck.

All material is guaranteed to be as specified. All work to be completed in accordance with the manufacturer's most current published specifications and details. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

This proposal is based on, and subject to, the performance of all work during regular working hours, unless otherwise noted.

Nothing in any maintenance guarantee issued or promised in connection with this work shall render this company liable in any respect for any damage to the subject building or contents thereof.

Any guarantee promised in connection with this work will be issued in our standard form subject to all the provisions herein, the same as incorporated therein.

Prices quoted include sales taxes or other fees unless otherwise quoted.

All payments due under this contract shall be paid within 10 days of the invoice date. Payments thereafter shall be assessed a late fee of 1.33% per month.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Representative of KenBrooke Roofing Inc.

Acceptance of this proposal constitutes a binding contract under the laws of the state of Nebraska. Signing authorizes KenBrooke Roofing to perform the work specified. Payments will be made as outlined above.

Signature: _____

Date of Acceptance: _____

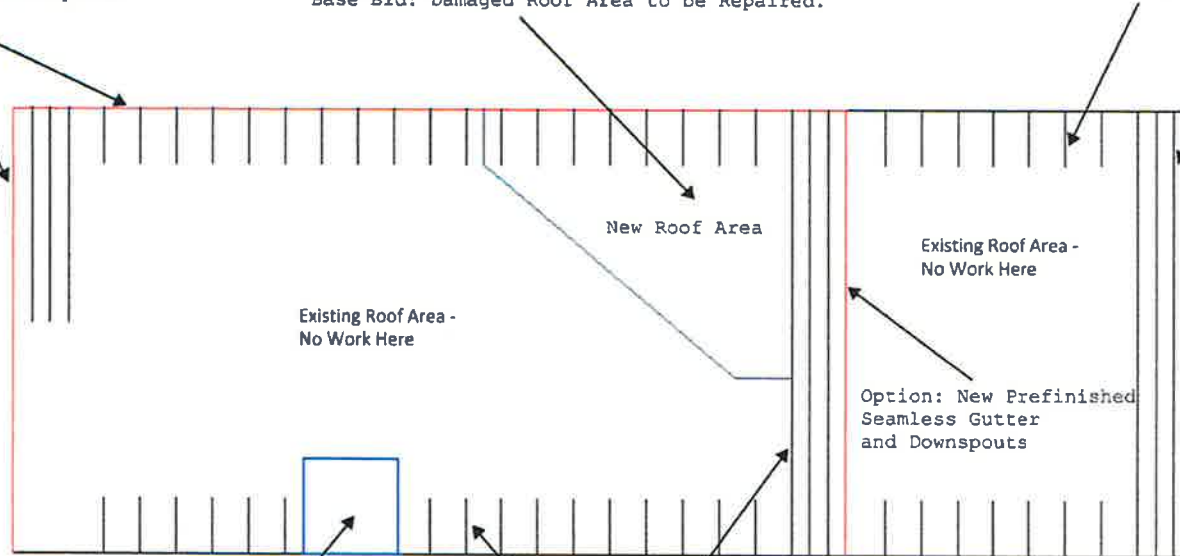
Signature: _____

City of Bellevue Fire Department - Station #1
211 W 22nd Ave
Bellevue, NE 68005

Option: New Prefinished
Seamless Gutter and Downspouts

Base Bid: Damaged Roof Area to be Repaired.

Option: New Roof Perimeter Reinforcement
to Prevent Wind Uplift



Option: New Roof Area

Option: New Roof Perimeter Reinforcement
to Prevent Wind Uplift



March 25, 2025

Bellevue Fire Department - Station #1
211 West 22nd Street
Bellevue, NE 68005

Attn: Tracy Niemier
tracy.niemier@bellevue.net

SCOPE OF WORK

ROOF REPAIR OPTION #1

Repair the storm damaged roof area and bring back to original condition using like materials. The roof repair area is approximately 1,800 square feet.

The following items are included in this bid:

- Existing roof removal and haul away.
- Wood blocking.
- Polyisocyanurate insulation board.
- Cover board.
- TPO membrane.
- Perimeter edge metal.
- Gutter and downspout.

Total Cost \$59,950.00

ROOF REPAIR OPTION #2

Install roof wind uplift securement at the upper and lower roof perimeter a minimum of 10 feet from the gutter edge and approximately 185 linear feet on the lower roof and 370 linear feet on the upper roof. Approximately 1,400 linear feet total of fasteners, plates, and TPO membrane cover strip.

The following items are included in this bid.

- Mark roof area where perimeter securement is to be installed.
- Fasteners and plates.
- TPO membrane cover strips.

Total Cost \$19,200.00

- \$79,150.⁰⁰

March 26th, 2025

Administration:

- NC3 schematic design phase for project reach.
- United Cities weekly meeting
- Southern Sarpy Expressway meeting with county officials.
- Good Life District planning meeting.
- War on Terror Memorial discussion.
- American Heroes Park discussion
- Pre-groundbreaking coordination meetings
- Meeting with Dan Hoins SCCWWA updates.
- Follow-up meeting with Sarpy regarding Hwy 34 expansion.
- Mission Streetscape planning.
- Prairie Hills Farm Board meeting
- Main Street properties review.
- Meeting with County IT regarding interlocal agreements.
- Groundbreaking ceremony for Entertainment District.
- Audit review

Permits and Inspections:

- Due to increased workload, monthly report is not currently available.
- Demand for roofing permits and inspections have increased once again with the spring weather. Two seasonal employees are once again on board to help with the increased workload. We will continue to evaluate as necessary to meet demand.

Planning:

- Attended state planning and zoning conference in Kearney, NE
- Met with a multi-family residential developer
- Toured Offutt AFB with the Public Works Director to see the progress on their continued flood recovery efforts

CITY OF BELLEVUE
ADMINISTRATION REPORT

Police: See (Attached)

Library: (See Attached)

Fire: (See Attached)

Finance

Public Works

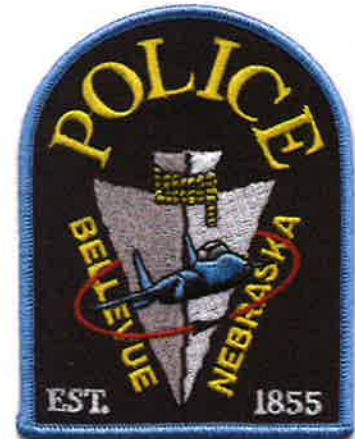
BELLEVUE POLICE DEPARTMENT **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: March 2025 Directors Report

DATE: March 15, 2025



- 3/04 – City Council Meeting
 - Board of Equalization
 - Sarpy Chief's Luncheon
- 3/05 – All-Supervisors Meeting (BPD)
- 3/14 – Police Chief's Association of Nebraska – Legislative Call
- 3/18 – PVS Chlorine After-Action Review
 - City Council Meeting
- 3/20 – Bellevue Bay Groundbreaking
- 3/24 – Mayor's Youth Council Meeting
- 3/25&26 – Sgt and Lt Testing
- 3/27 – Code Enforcement Hearing
- 3/31 – Civil Service Meeting



We Influence The World!

City of Bellevue Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

M e m o

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 3/26/2025

- The library has purchased new cards to issue to patrons from Rainbow Printing out of Uniontown, Ohio. The cards feature a photo of the main entrance to the new library taken by staff member Connie Barnard. They continue to include both a traditional size card and a keyring card. Cards are purchased in bulk to get a better rate, so these should last about 3 years. These cards replace the previous ones which featured a photo of the Bellevue bridge.
- The meeting of the Bellevue Library Advisory Board scheduled for Wednesday, March 19, was cancelled due to the snowstorm and power outages.
- The Storytelling Club is again being offered to youth in grades 1-12. This eight-week program, presented by members of Omaha Organization for the Purpose of Storytelling (OOPS), helps kids learn the art of storytelling. It is held from 4:15 to 5:15 each Tuesday through April 15.
- Read Across America Day was celebrated on March 2 from 12 to 4:30 p.m. This included guest readers for two of the hours, Seuss Bingo and Dr. Seuss gift bags and games. Barnyard Trivia was held for families with children Grades K-6 on Saturday, March 15.
- The 2025 Adult Library Program will begin on April 16th and continue through May 28th. This year's theme is "Level Up @ Bellevue Public Library." Patrons can turn in slips for each book they read or attend one of the many events, activities, and classes to earn an entry slip for one of three grand prizes: an Xbox Series X console; "Bellevue Bites" with gift cards to a number of local eateries; and the "Husker Bundle" with items for Nebraska Cornhusker fans. Just a few of the activities will include classes in the makerspace, craft programs, new book clubs, plant and craft swaps, special speakers, and jigsaw and Legos competitions. The program is made possible through partnerships with the Bellevue Library Foundation and the Friends of the Bellevue Public Library with special thanks to support from area businesses.
- Channel 3 News did a special feature on the library's volunteer Homebound delivery program. The reporter rode with volunteer Jeannie Costello, who was making that week's delivery despite cold and snow. Nearly 30 persons each month receive the service. Drivers are members of the Friends of the Bellevue Public Library.
- The library has installed a new bookcase to house some of the fragile items of Nebraska history in its collection. The bookcase was purchased with a grant from the Nebraska State Historical Society Foundation with the Bellevue Library Foundation providing matching funds.

Financials

The preliminary financial forecast for the year-to-date ending March 2025 shows a favorable \$10.1 million variance to budget due to lower-than budgeted expenditures (less spending on the waterpark) and higher-than budgeted revenues (grants and revenue from the state). At this time, the city is expected to perform as budgeted. Forecasted performance through the end of March 31, 2025:

**City of Bellevue Nebraska
Preliminary Forecast of the Six Months Ending March 31, 2025**

	Actual	Budget	Budget Variance	Prior Year Actual	Total Full Year Budget
Revenues					
Property Taxes	\$ 21,075,029.00	\$ 20,727,154.00	\$ 347,875.00	\$ 18,745,360.00	\$ 40,532,996.00
Sales Taxes	9,612,504.00	10,124,200.00	(511,696.00)	8,929,463.00	20,248,400.00
Charges for Services	11,744,513.00	11,233,880.00	510,633.00	10,614,299.00	22,655,209.00
Occupation/Business Taxes	1,379,404.00	1,316,267.00	63,137.00	1,411,497.00	2,777,671.00
Other-Federal, State & Local Grants &	9,082,822.00	3,905,306.00	5,177,516.00	7,371,775.00	31,263,728.00
Bond Proceeds	30,007,045.00	30,000,000.00	7,045.00	11,158,778.00	75,319,000.00
Total Revenues	82,901,317.00	77,306,807.00	5,594,510.00	58,231,172.00	192,797,004.00
Expenditures					
Personnel	26,111,231.00	24,587,560.00	(1,523,671.00)	21,145,523.00	50,823,036.00
Department Expenditures	14,139,287.00	15,397,571.00	1,258,284.00	11,800,566.00	30,666,981.00
Capital Expenditures	9,457,481.00	14,496,283.00	5,038,802.00	16,314,080.00	100,345,948.00
Bond Payments	2,492,693.00	2,226,787.00	(265,906.00)	2,196,682.00	13,961,039.00
Total Expenditures	52,200,692.00	56,708,201.00	4,507,509.00	51,456,851.00	195,797,004.00
Net Revenues	\$ 30,700,625.00	\$ 20,598,606.00	\$ 10,102,019.00	\$ 6,774,321.00	\$ (3,000,000.00)

Debt

The city continues to manage its debt. The bonded indebtedness of the City is \$103,190,000 at 3/31/2025.

Finance Department

The audited financial statements for the 2023-2024 fiscal year are due to be issued March 31, 2025.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

BelleVue Fire Department Council Report

Report Date 3/26/2025

A. General Items:

- QA/QI
- Paramedic students are currently in medical portion of class, field and clinical time is going well
- Project Austin quarterly meeting is later this week. Project Austin is going to an all electronic format that scans a QR code instead of having binders that contain paper forms
- Quarterly EMS Committee meeting is in two weeks
- BMC Stroke committee meeting in two weeks
-

B. Training:

- New recruit academy started March 17th
- Boat training and certification starting in April.
- CO Poisoning
- Heart LVAD training.
- Papillion and Bellevue EMS joint equipment and procedure training
- Psych and behavioral emergencies.

C. Inspections:

- Plan review 2009 Franklin St.
- Fire alarm plan review 2002-04 Gregg Rd.
- Suspected fuel leak inspection for the State Fire Marshal Kwik Shop 2103 Capehart Rd.
- Fire alarm plan review 812 Bruin Blvd. Bellevue University.
- Fire sprinkler plan review remodel 5101 Harrison St. Family Fare.
- Plan review remodel Blue Sky Nails 555 Cornhusker Rd. Ste 205.
- Plan review fire sprinkler 2009 Franklin St.
- Plan review remodel Walmart 10504 S. 15th St.
- Attended fire suppression hood class.
- Plan review water booster station 4211 LaPlatte Rd.
- Plan review remodel 3503 Samson Way # 117



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Fire Prevention/Public Education

- The BFD had 14 physical encounters with the community via Fire Prevention in February.
- 10 new Smoke and CO detector installs
- 1 Detector battery replacement encounters for elderly citizens
- 1 Whole house detector swap out.
- 1 inspect" existing system
- 1 Coloring with a Fire Fighter @ the Bellevue Library

E. Calls: February 26th through March 25th

Fire – 131

Rescue - 396

F. Ambulance Billing

February 1-28, 2025

\$ 321,519.60 in claims sent to health insurance companies February 1-28, 2025 (365 insurance claims).

<\$144,683.82> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$321,519.60)

=====

\$ 176,835.78 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 143,860.99 deposited into the bank February 1-28, 2025

14,233.09 additional revenue in Credit/Debit/HSA card payments

=====

\$ 158,094.08 TOTAL February 1-28, 2025 rescue fee revenue

\$ 397,327.21 This figure represents the total "patient responsibility" balance due for the past 30-180 days.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 2/24/2025 through 3/2/2025

Monday	AM	T31	3 person	
Monday	PM	Full		
Tuesday	AM	E1	3 Person	
Tuesday	PM	E1, T21	3 Person	
Wednesday	AM	E1, T21, T31, E41	3 Person	
Wednesday	PM	E1	3 Person	
Thursday	AM	E1, T31, T21	3 Person	NO EMS
Thursday	PM	E1	3 Person	
Friday	AM	T21, E41	3 Person	
Friday	PM	E41	3 Person	
Saturday	AM	T31	3 Person	E1 Closed
Saturday	PM	E1, T21, T31	3 Person	
Sunday	AM	E1, T21, T31	3 Person	
Sunday	PM	Full		

Staffing Report from 3/3/2025 through 3/9/2025

Monday	AM	T31	3 Person	T21 Closed	
Monday	PM	E1, T21, T31	3 Person		
Tuesday	AM	T31, T21, E41	3 Person		
Tuesday	PM	T31, E41	3 Person		
Wednesday	AM	E1, T21, T31, E41	3 Person		
Wednesday	PM	E1, E41	3 Person		
Thursday	AM	E1, T21, E41	3 Person		
Thursday	PM	Full			
Friday	AM	T21, T31	3 Person		
Friday	PM	Full			NO EMS
Saturday	AM	E1	3 Person	T31 Closed	
Saturday	PM	E41, T21	3 Person		
Sunday	AM	E1, T21, E41	3 Person		NO EMS
Sunday	PM	E1, T21, E41	3 Person		



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 3/10/2025 through 3/16/2025

Monday	AM	E1, T21, T31	3 Person	
Monday	PM	E1, T21, T31	3 Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	T21, T31, E41	3 Person	
Wednesday	PM	E41	3 Person	
Thursday	AM	Full		
Thursday	PM	T21	3 Person	
Friday	AM	E1,E21, T21, E41	3 Person	NO EMS
Friday	PM	E1,E21, T21	3 Person	
Saturday	AM	E1,E21, T21, E41	3 Person	
Saturday	PM	E1,E21, T21, E41	3 Person	
Sunday	AM	E1 3 Person	E41 Closed	NO EMS
Sunday	PM	E21, T21, E41	3 Person	

Staffing Report from 3/17/2025 through 3/23/2025

Monday	AM	E1, T21, T31, E4	3 Person	
Monday	PM	E1, T21, T31, E4	3 Person	
Tuesday	AM	T21, T31, E41	3 Person	
Tuesday	PM	T21, E41	3 Person	
Wednesday	AM	E1, T31	3 Person	
Wednesday	PM	E1, T31, E41	3 Person	
Thursday	AM	E1, T31, E4	3 Person	
Thursday	PM	Full		
Friday	AM	E41	3 Person	
Friday	PM	E1	3 Person	
Saturday	AM	T31, E41 3 Person	E1 Closed	
Saturday	PM	E1, T21, T31	3 Person	
Sunday	AM	T31 3 Person	T21 Closed	
Sunday	PM	E31, E41 3 Person	T21 Closed	



We Influence The World!

City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Public Works Director's Report

March 26, 2025

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Reviewing Inspection Reports of the Fort Crook Bridge
- Working with Consultant to develop PW Dept Strategic Plan
- Reviewing Department Capital Purchases
- Finalizing 2025 Construction Projects
- Water Park Project Coordination

Engineering:

- Various project management projects
 - 2025 Concrete Rehab Project is closing out
 - Mission Ave Streetscape Project
 - Haworth Park and Bluff Street Lift Station Project
- Planning and P&I plan review as needed
- Projecting 2025 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Winter Programs Ending
- Summer Program Registration Ongoing
- Registration for Summer Programs
- Haworth Park Fence Construction Ongoing
- Tree Maintenance and Trimming in various parks

- Interviewing Summer Part Time Personnel
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed

Street Maintenance:

- Cleaning equipment used in March snowstorms
- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Sign and signal repairs
- Reviewing Updated Street Light Agreement with OPPD
- Working with Olsson Associates on Hwy 370 Signal Timing Study

Waste Water:

- Jetting
- Lift station inspections
- Public Outreach/Education for Solid Waste and CIPP Programs
- Projects let and awarded
 - CIPP Design Process
 - Bluff Street Lift Station plan
 - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for warm weather season

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Misc Painting jobs
- Window contract at Dist III Fire Station
- Typical maintenance all city facilities
- Closed out indoor work and moving toward outdoor work
- Tuck Point of 1510 Wall underway
- Preparing Park restrooms for Summer use