

## Bellevue City Council Meeting ++Amended Agenda++

Tuesday, May 20, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas 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 May 6, 2025 City Council Minutes.
    2. (\*) Approve (2) clerical errors on Resolution No. 2025-07: Updating the Master Fee Schedule, approved May 6, 2025.
6. APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: None
8. ORGANIZATIONAL MATTERS: None
9. APPROVED CITIZEN COMMUNICATION: None Received
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4184: Request to vacate all of the right-of-way within the limits between 18th & 20th Street, a platted and recorded addition to Sarpy County, Nebraska. (Public Works Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4185: Request to rezone Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Subdivision II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development. Applicant: John Howell. General Location: 36th Street and Cornhusker Road. (Planning Director)
    1. Request to small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II. **(No action required)**
    2. Waiver of Section 6-7(7), Subdivision Regulations, regarding excessive depth in relation to width. **(No action required)**
13. ORDINANCES FOR INTRODUCTION (1st reading): None
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Request for site plan approval for Lots 3A and 3B, Normandy Hills, for the purpose of a multi-family residential development. Applicant: Charles R. Clatterbuck GST Exempt Trust. General Location: Normandy Blvd and Grenoble Dr. (Planning Director)
  - b. Request to amend the Future Land Use Map of the Comprehensive Plan to adjust for Offutt AFB boundaries. Applicant: City of Bellevue. (Planning Director)
15. RESOLUTIONS:
  - a. Resolution No. 2025-08: A resolution authorizing the Mayor to sign the Construction Engineering Supplemental Agreement #3 with Olsson for the 36th Street - N-370 to Sheridan Road Project, in an amount not to exceed a total of \$24,750.00 (City Share 20% - \$4950.00) and authorize the Mayor to sign. (Public Works Director)
16. CURRENT BUSINESS:
  - a. Approve and authorize the Mayor to sign the Maintenance Agreement No. 5 and the

Certificate of Compliance with the Nebraska Department of Transportation (NDOT) for a reimbursement from NDOT of \$20,787.20. (Public Works Director)

b. Approve and authorize the Mayor to sign the agreement with ESO for Fire and EMS Records Management, in an amount not to exceed \$40,859.30/year. (Fire Chief)

c. ++ Approve and authorize the Mayor to sign the Guaranteed Maximum Price Amendment with MCL Construction for mass grading of the Bellevue Bay Indoor Water Park and Phase One Site. (Economic and Community Development Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(May Report will be attached to June 3rd Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

Bellevue City Council Meeting, May 6, 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 May 6, 2025 at 6:00 p.m. Present were Council Members Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent Councilwoman Welch.

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

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

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA:**

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

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by Casey, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of April 1, 2025 City Council Minutes; Acknowledge receipt of the April 24, 2025 Planning Commission Minutes; and recommend the appointment of Kay Hegler to the Bellevue Tree Board, filling the remaining term of JoAnne Langabee, ending May, 2026. Roll call vote to approve the consent agenda was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

## **APPROVAL OF CLAIMS:**

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

## **SPECIAL PRESENTATIONS:**

### **Proclamation declaring May 12 - 18, 2025 as "Bike Week" and May 21, 2025 as "The International Ride of Silence"**

Mayor Hike read the proclamation declaring May 12 - 18, 2025 as "Bike Week" and May 21, 2025 as "The International Ride of Silence."

Mr. Mike McGee, Bellevue Bicycle Club, 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.

### **Grow Sarpy 1<sup>st</sup> Quarter Update - Lisa Scheve, Executive Director Grow Sarpy.**

Mrs. Lisa Scheve, Executive Director Grow Sarpy, provided the Grow Sarpy 1<sup>st</sup> Quarter Update.

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES:**

**Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale, for W & P Enterprises Inc. dba "Pat & Wally's" located at 701 Galvin Road South Suite 114, Bellevue, NE 68005 and Brandon Wallraff as Manager; and approval of a temporary operating permit. (City Clerk)**

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

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

Mayor Hike declared the public hearing closed.

# MINUTE RECORD

Bellevue City Council Meeting, May 6, 2025, Page 2

**Motion** was made by Casey, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale, for W & P Enterprises Inc. dba "Pat & Wally's" located at 701 Galvin Road South Suite 114, Bellevue, NE 68005 and Brandon Wallraff as Manager; and approval of a temporary operating permit. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

## **ORDINANCES FOR ADOPTION: (Third Reading):**

**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)**

Ordinance No. 4182: An ordinance to detach from the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the third and final time.

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

**Ordinance No. 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)**

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 was read for the third and final time.

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

## **ORDINANCES FOR PUBLIC HEARING: (Second Reading)**

**Ordinance No. 4184: Request to vacate all of the right-of-way within the limits between 18th & 20th Street, a platted and recorded addition to Sarpy County, Nebraska. (Public Works Director)**

Ordinance No. 4184: An ordinance to vacate that part of the alley right-of-way described as between Lots 1-6 Block 1 EXC W 10 FT & Lots 7-12 Block 1 EXC W 10 FT & Lots 11-12 Block 1 Swift Place and Lots 1-2 & 23 Block 4 Swift Place, Lots 3-5 Block 4 Swift Place, Lots 6-11 & 12B Block 4 Swift Place, Bellevue, a subdivision in Sarpy County, Nebraska with title thereto vesting in the abutting property owner and to provide an effective date therefore was read for the second time and a public hearing was held.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on May 21, 2025.

## **ORDINANCES FOR INTRODUCTION (1st reading):**

**Ordinance No. 4185: Request to rezone Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Subdivision II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development. Applicant: John Howell. General Location: 36th Street and Cornhusker Road. (Planning Director)**

# MINUTE RECORD

Bellevue City Council Meeting, May 6, 2025, Page 3

Ordinance No. 4185: 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 36th Street and Cornhusker Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on May 21, 2025.

**Ordinance No. 4186: An ordinance to approve the Real Estate Exchange Agreement, to provide an effective date, and authorize the Mayor to sign.** (Administration) **(Request the three readings be waived, hold a public hearing at tonight's meeting and to vote after the public hearing)**

Ordinance No. 4186: An ordinance to approve the exchange of and conveyance of approximately 25 acres of city property to Bellevue University, a Nebraska nonprofit corporation was read for the first time and read by title only.

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

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

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 Burns, to approve Ordinance No. 4186: An ordinance to approve the Real Estate Exchange Agreement, to provide an effective date, and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

**Request to final plat 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. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive.** (Planning Director)

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

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.

**Motion** was made by Casey, seconded by McCaw, to approve the request to final plat 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. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Request to small subdivision plat Lot 1, Jena's Corner, being a replat of Lots 9 through 11, and 19 through 21, Block 1, Randolph Place and half of the vacated alley adjacent; and waiver of Section 6-7 (4), Subdivision Regulations, regarding through lots. Applicant: Chuck Shanahan. General location: 2520 Olive Street.** (Planning Director)

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

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.

**Motion** was made by Preister, seconded by McCaw, to approve a request to small subdivision plat Lot 1, Jena's Corner, being a replat of Lots 9 through 11, and 19 through 21, Block 1, Randolph Place and half of the vacated alley adjacent; and waiver of Section 6-7 (4), Subdivision Regulations, regarding through lots. Applicant: Chuck Shanahan. General location: 2520 Olive Street. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

## **RESOLUTIONS:**

**Resolution No. 2025-07: Update of Master Fee Schedule** (City Clerk)

# MINUTE RECORD

Bellevue City Council Meeting, May 6, 2025, Page 4

**Motion** was made by McCaw, seconded by Collins, to approve Resolution No. 2025-07: Update of Master Fee Schedule. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

## **CURRENT BUSINESS:**

**Approve the amendments to the City Council Policy Resolutions.** (Council President Casey)

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

**Approve and authorize the Mayor to sign the Subrecipient Agreement with Lift Up Sarpy County for the Bellevue Community Response and Outreach, in an amount not to exceed \$13,662.50.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Subrecipient Agreement with Lift Up Sarpy County for the Bellevue Community Response and Outreach, in an amount not to exceed \$13,662.50. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Subrecipient Agreement with Bellevue Public Schools for the Family Literacy Program, in an amount not to exceed \$20,000.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the Subrecipient Agreement with Bellevue Public Schools for the Family Literacy Program, in an amount not to exceed \$20,000.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Subrecipient Agreement with All Seasons Foundation for the Assistance for Vulnerable Adults & Senior Programming, in an amount not to exceed \$13,662.50.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Burns, seconded by Collins, to approve and authorize the Mayor to sign the Subrecipient Agreement with All Seasons Foundation for the Assistance for Vulnerable Adults & Senior Programming, in an amount not to exceed \$13,662.50. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Subrecipient Agreement with Housing Foundation for Sarpy County for Development Director Assistance, in an amount not to exceed \$40,000.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the Subrecipient Agreement with Housing Foundation for Sarpy County for Development Director Assistance, in an amount not to exceed \$40,000.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Subrecipient Agreement with Bellevue Economic Enhancement Foundation for the Chamber Small Business Assistance Program, in an amount not to exceed \$50,000.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Burns, seconded by Collins, to approve and authorize the Mayor to sign the Subrecipient Agreement with Bellevue Economic Enhancement Foundation for the Chamber Small Business Assistance Program, in an amount not to exceed \$50,000.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Home Repair Program, in an amount not to exceed \$50,000.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign the Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Home Repair Program, in an amount not to exceed \$50,000.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign agreement with Alfred Benesch for the Everett Park Pickleball Courts and Parking Lot, in an amount not to exceed \$11,500.00.** (Public Works Director)

**Motion** was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign agreement with Alfred Benesch for the Everett Park Pickleball Courts and Parking Lot, in an amount not

# MINUTE RECORD

Bellevue City Council Meeting, May 6, 2025, Page 5

to exceed \$11,500.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with StreetScan USA Inc. for Assessment Management, in an amount not to exceed \$229,270.00.** (Public Works Director)

**Motion** was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the Agreement with StreetScan USA Inc. for Assessment Management, in an amount not to exceed \$229,270.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with Dean Snyder Construction for the Fire Department Outbuilding Addition & Parking Lot (Phase 3), in an amount not to exceed \$809,000.00.** (Public Works Director)

**Motion** was made by McCaw, seconded by Burns, to approve and authorize the Mayor to sign the Agreement with Dean Snyder Construction for the Fire Department Outbuilding Addition & Parking Lot (Phase 3), in an amount not to exceed \$809,000.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Notice of Award & Agreement with OMNI Engineering for the 2025 Overlay Projects, in an amount not to exceed \$1,432,650.45.** (Public Works Director)

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Notice of Award & Agreement with OMNI Engineering for the 2025 Overlay Projects, in an amount not to exceed \$1,432,650.45. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Notice of Award & Agreement with NL & L Concrete Inc. for the 2025 Concrete Projects - Pkg 1, in an amount not to exceed \$882,776.00.** (Public Works Director)

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Notice of Award & Agreement with NL & L Concrete Inc. for the 2025 Concrete Projects - Pkg 1, in an amount not to exceed \$882,776.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve final payment to American Fence Company in an amount not to exceed \$100,862.45. Approve project as substantially complete & accept final project quantities and authorize the Mayor to sign.** (Public Works Director)

**Motion** was made by Collins, seconded by McCaw, to approve final payment to American Fence Company in an amount not to exceed \$100,862.45. Approve project as substantially complete & accept final project quantities and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Temporary Waiver of Sidewalk Construction with Bellevue University.** (Administration)

**Motion** was made by Collins, seconded by Burns, to approve and authorize the Mayor to sign the Temporary Waiver of Sidewalk Construction with Bellevue University.

Councilman Preister expressed concerns with granting temporary waivers for sidewalk construction. He commented he is not in favor and cannot support another waiver.

Councilman Casey requested an explanation for the reasoning behind the waiver.

Mr. Dave Goedeken, Public Works Director, explained the request was in lieu of putting the sidewalk along the street. They built a winding sidewalk through their property and that was their justification. He explained all the waivers are temporary. When adding square footage to your property it requires building a sidewalk on your frontage. Temporary means if the city ever deems a sidewalk is required, the waiver is no longer valid, and a sidewalk would need to be built.

Mr. Jim Ristow, City Administrator, noted where the sidewalk was suggested to go, there were some safety concerns. This is why the University did the winding sidewalk. Discussion followed on the installation of sidewalks to the library and connectivity.

After listening to the explanation Mr. Ristow provided, Councilman Preister commented he is now in support of the waiver.

Mrs. Mary Hawkins, 414 Greenbriar Court, mentioned the original plan was to put the sidewalk along Harvell. After their engineers and staff reviewed the plans, it was determined the sidewalk would not

# MINUTE RECORD

Bellevue City Council Meeting, May 6, 2025, Page 6

accommodate students who walk along there. The sidewalk is ADA complaint and fully lit. She provided the layout of the sidewalk. Conversation ensued on connectivity of the sidewalks in the area.

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

**ADMINISTRATION REPORTS: Comments must be limited to items on the current reports**  
(April report is attached to 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 Collins, the meeting was adjourned at 6:52 p.m.

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

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 6, 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.

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Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05.20.2025		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" 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 type="checkbox"/>

SUBJECT:

Approval to amend Resolution No. 2025-07 correcting two Scrivener's errors identified.

SYNOPSIS/BACKGROUND:

Resolution No. 2025-07 was approved on May 6, 2025 updating the Master Fee Schedule. Two Scrivener's errors were identified after approval thus necessitating corrections.

FISCAL IMPACT: 0.00 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:

Approve and authorize the Mayor to sign amended Resolution No. 2025-07 correcting two Scrivener's errors.

ATTACHMENTS:

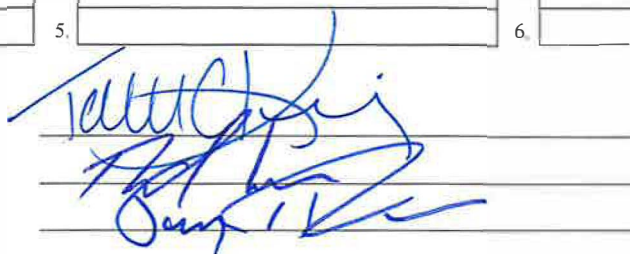
1. Res No. 2025-07 (Corrected) 2. 3.  
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Police Photos (Digital)	\$20 per CD or other digital media device
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Copy Fee (paper <del>or electronic</del> )	\$0.25 per page

For residents of Nebraska (defined as a person domiciled in this state, including news media without regard to domicile), the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees with respect to any hours exceeding eight (8) cumulative hours of searching, identifying, physically redacting, or copying such records, since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office. However, the special service charge shall not include any charge for: (1) the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public; or (2) copies of blank forms or pages that have all meaningful information redacted. See Neb. Rev. Stat. § 84-712(c). For nonresidents of Nebraska, the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records. See Neb. Rev. Stat. § 84-712(d). For all requests, the City may require a deposit if the estimated cost to fulfill the request exceeds \$50.00.

**ALARM SYSTEMS/FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

**LIBRARY FEES**

Membership	
Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1

Fines:	
Books, Audio Books, CD's, DVDs	\$0.10/day

**LIBRARY FEES – (Continued)**

Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

**SMALL WIRELESS FACILITIES (SWF) FEES**

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).  
SWF \$100.00 for each additional SWF

\$500.00 per application containing as few as one (1) and up to five (5)

An application of a new, modified, or replacement utility structure intended to support one or more SWF's and the associated SWF.

\$250 per pole or structure pole or support

**OCCUPATION TAXES**

Liquor License Occupation Taxes & Fees  
(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	4% <del>6.25%</del> of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

**OTHER FEES**

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench

# MINUTE RECORD

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5/20/2025

## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### MAYOR

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	46.43
		<u>\$ 46.43</u>

### CITY ADMINISTRATOR

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	92.86
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	31.73
CAPITAL BUSINESS SYSTEMS, INC	2025/03/20-04/19 COPIER EXPENSE	209.89
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	31.56
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	31.00
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE307746	64.58
IDEAL PURE WATER COMPANY	WATER FOR OFFICE AND CITY COUNCIL	73.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	32.95
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	62.58
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	93.46
		<u>\$ 724.51</u>

### LEGAL

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	139.29
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	5.60
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE307746	11.40
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	32.15
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	56.08
		<u>\$ 244.52</u>

### CABLE ADVISORY

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	46.43
AVI SYSTEMS	CABLECAST SYSTEM EQUIPMENT AND INTEGRATION	50,003.96
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	28.00
COX BUSINESS SERVICES	2025/04/19-05/18 MONTHLY SERVICE	9.04
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE307746	56.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	20.18
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	26.72
		<u>\$ 50,191.31</u>

### CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	2025 CODE PROGRAM SUBSCRIPTION	399.00
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	48.53
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	15.78
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	15.50
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE307746	98.77
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	20.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	27.12
		<u>\$ 625.68</u>

### FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	225.02
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	41.06
CAPITAL BUSINESS SYSTEMS, INC	2025/03/21-04/20 COPIER EXPENSE	14.67
CAPITAL BUSINESS SYSTEMS, INC	2025/03/20-04/19 COPIER EXPENSE	374.93
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	15.78
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	15.50
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE307746	83.58

# MINUTE RECORD

## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### FINANCE/RISK MANAGEMENT (cont'd)

INDOFF, INC	COPY PAPER	623.88
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
LEAGUE OF NEBRASKA MUNICIPALITIES	2025 LEAGUE CONFERENCE REGISTRATIONS	1,020.00
NEBRASKA.GOV	SWIPE DEVICES (2), FREIGHT	675.21
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	85.06
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	147.21
		<u>\$ 3,351.90</u>

### LIBRARY

ARANT CREATIVE GROUP	2025/06/07 ILLUSTRATION WORKSHOP	350.00
BELLEVUE PRINTING COMPANY	WINDOW ENVELOPES	224.70
CAPITAL BUSINESS SYSTEMS, INC	2025/06/02-09/01 COPIER EXPENSE	470.71
CAPITAL BUSINESS SYSTEMS, INC	2025/03/31-04/29 COPIER EXPENSE	107.30
CENGAGE LEARNING, INC	BOOKS	148.75
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	-36.82
INDOFF, INC	COPY PAPER	219.96
INGRAM LIBRARY SERVICES LLC	BOOKS	1,722.99
INGRAM LIBRARY SERVICES LLC	BOOKS	2,489.45
JEFF QUINN	2025/06/23 SUMMER READING PROGRAM MAGIC SHOW	250.00
LIBRARICA, LLC	2025/05/20-2026/05/19 CASSIE SUPPORT RENEWAL	387.60
MATRIX BUSINESS SYSTEMS INC	2025/03/31-04/30 COPIER EXPENSE	29.69
MIDLANDS PRINTING	BUSINESS CARDS-5 SETS	256.07
PRONUNCIATOR	2025/07/01-06/30 SUBSCRIPTION	1,850.00
RUFF WATERS	2025/04/30M AQUARIUM MAINTENANCE	120.00
SCOTT WELCH	2025/05/31M WEB HOSTING & SUPPORT	125.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	76.38
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	98.98
VERIZON WIRELESS	2025/04/17-05/16 MONTHLY SERVICE	120.03
WILDLIFE LEARNING ENCOUNTERS	2025/07/05 SUMMER READING PROGRAM	350.00
		<u>\$ 9,360.79</u>

### ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	139.29
BENEFIT PLANS	2025/03/31Q ANNUAL PLAN FEE	1,062.50
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	31.73
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	15.78
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	15.50
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE307746	64.58
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	2025/04/16 PRE-EMPLOYMENT CHECKS	190.00
OMAHA PUBLIC POWER DISTRICT	2025/03/21-04/21 MONTHLY SERVICE	204.30
ONE SOURCE	2025/04/01-05/01 BACKGROUND CHECKS	181.50
TRISTAR	2025/04/30M CLAIMS PAID AND ALAE	290.13
UKG INC	2025/03/31M PAYROLL PROCESSING	576.36
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	73.75
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	97.38
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	1,886.95
		<u>\$ 4,859.75</u>

# MINUTE RECORD

## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### CODE ENFORCEMENT

ANDRES MENJIVAR JR	REIMB MILEAGE, REGISTRATION & MATERIALS	364.39
AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	232.15
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	2.66
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	15.78
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	15.50
CLAYTON GRUHN	2025/04/22 TREE REMOVAL- 301 E 22ND	3,395.00
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE195089	3.65
TRAVELERS	2025/04/30M PAID LOSS RECOVERY	5,078.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	57.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	72.31
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	602.62
		<u>\$ 9,839.86</u>

### PUBLIC WORKS

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	432.35
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	4.46
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	47.34
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	46.49
CORNHUSKER AUTO WASH	2025/03/31M CAR WASHES	15.89
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE195089	6.12
MATRIX BUSINESS SYSTEMS INC	2025/03/31-04/30 COPIER EXPENSE	250.85
OLUWASENI (SHANEE) ADEKUNLE	REIMB MILEAGE AND PARKING FOR TRAINING	91.98
ONE CALL CONCEPTS	2025/01/31M LOCATES	740.59
ONE CALL CONCEPTS	2025/04/30M LOCATES	1,424.04
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	68.51
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	104.99
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	56.48
		<u>\$ 3,290.09</u>

### PARKS

AMERICAN FENCE COMPANY	BPW-250107 HAWORTH PARK BALLFIELD	100,862.45
A-RELIEF SERVICES	2025/03/30-04/26 PORTABLE RESTROOMS-SWANSON PARK	199.00
A-RELIEF SERVICES	2025/04/07-05/04 PORTABLE RESTROOMS-HAWORTH PARK	113.00
A-RELIEF SERVICES	2025/04/07-05/04 PORTABLE RESTROOMS-BICYCLE CLUB	113.00
AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	86.47
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	157.52
BRANSON SCOTT GRIEB	REIMB MILEAGE FOR CDL CLASS AND CDL	205.57
CAPITAL BUSINESS SYSTEMS, INC	2025/03/18-04/17 COPIER EXPENSE	29.09
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	15.78
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	15.50
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE697770	149.61
METROPOLITAN COMMUNITY COLLEGE	2025/03/07-05/22 CDL LEARNING-B GRIEB	412.50
METROPOLITAN UTILITIES DIST	2025/04/03-08 MONTHLY SERVICE	24.49
OMAHA PUBLIC POWER DISTRICT	2025/03/03-31 MONTHLY SERVICE	91.16
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	991.48
OMAHA PUBLIC POWER DISTRICT	2025/03/21-04/21 MONTHLY SERVICE	41.68
OMAHA PUBLIC POWER DISTRICT	2025/03/24-04/22 MONTHLY SERVICE	433.56
OMAHA PUBLIC POWER DISTRICT	2025/03/26-04/25 MONTHLY SERVICE	72.01
PAPILLION SANITATION	2025/05/31M ASPEN PARK DUMPSTER	40.00
PRIDE HOME SERVICES	BPW-250116 HAWORTH BALLFIELD RENOVATION COMPLETE	10,000.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	71.71
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	87.25
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	2,589.98
		<u>\$ 116,802.81</u>

# MINUTE RECORD

## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### RECREATION

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	132.90
B&D DIAMOND PRO	72 TONS BRICK CHIPS-HAWORTH PARK	9,375.00
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	126.24
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	123.98
KATHERINE NESBIT	REFUND COACH PITCH	40.00
LAURA AGUILAR	REFUND REED CENTER RENTAL DEPOSIT	175.00
METROPOLITAN UTILITIES DIST	2025/04/03-16 MONTHLY SERVICE	128.93
MIDWEST IMPRESSIONS	BASEBALL/SOFTBALL T-SHIRTS	20,160.00
NEBRASKA KENNEL CLUB	REFUND DOG RACE DEPOSIT	100.00
OMAHA PUBLIC POWER DISTRICT	2025/03/03-31 MONTHLY SERVICE	51.34
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	245.50
OMAHA PUBLIC POWER DISTRICT	2025/03/21-04/21 MONTHLY SERVICE	293.20
OMAHA PUBLIC POWER DISTRICT	2025/03/24-04/22 MONTHLY SERVICE	38.31
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	17.33
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	30.56
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	233.84
		<b>\$ 31,272.13</b>

### FACILITY MAINTENANCE

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	139.29
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	625.84
CARPENTER PAPER CO	JANITORIAL SUPPLIES	819.98
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	47.34
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	46.49
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHERS INSPECTIONS-DIST 2	87.75
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	973.64
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE173904	49.25
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE185987	11.73
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE387012	115.84
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE531772	70.82
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE537731	16.88
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 ILA057815	24.86
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 ILA068052	22.98
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 NGM351570	4.69
HELM SERVICE	RTU NOT WORKING-DIST 1	1,314.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	28.50
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	143.96
METAL LOGOS	INTERIOR SIGNS	142.80
NEBRASKA STATE FIRE MARSHALL	2025/04/29 ANNUAL ELEVATOR INSPECTION	120.00
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	841.12
OMAHA PUBLIC POWER DISTRICT	2025/03/21-04/21 MONTHLY SERVICE	204.97
OMAHA PUBLIC POWER DISTRICT	2025/03/24-04/22 MONTHLY SERVICE	75.78
TK ELEVATOR CORPORATION	2024/06/30M ELEVATOR MAINTENANCE	529.98
TK ELEVATOR CORPORATION	2024/09/30M ELEVATOR MAINTENANCE	529.98
TK ELEVATOR CORPORATION	2024/10/31M ELEVATOR MAINTENANCE	529.98
TK ELEVATOR CORPORATION	2024/11/30M ELEVATOR MAINTENANCE	529.98
TK ELEVATOR CORPORATION	2024/12/31M ELEVATOR MAINTENANCE	529.98
TK ELEVATOR CORPORATION	2025/01/31M ELEVATOR MAINTENANCE	529.98
TK ELEVATOR CORPORATION	2025/02/28M ELEVATOR MAINTENANCE	529.98
TK ELEVATOR CORPORATION	2025/03/31M ELEVATOR MAINTENANCE	529.98
TK ELEVATOR CORPORATION	2025/04/30M ELEVATOR MAINTENANCE	529.98
TRISTAR	PREFUND REQUEST	62,816.66
TRISTAR	2025/04/30M CLAIMS PAID AND ALAE	969.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	67.72
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	83.89
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	758.75
		<b>\$ 75,395.29</b>

# MINUTE RECORD

## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### CEMETERY

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	46.43
BEST CUT LAWN CARE	RETAINING WALL-CEMETERY	16,020.00
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	105.23
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	12.54
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	12.32
COX BUSINESS SERVICES	2025/04/22-05/21 MONTHLY SERVICE	91.99
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE213015	0.00
NEWCOM TECHNOLOGIES	2025/07/01-2026/06/30 CEMETERY	850.00
OMAHA PUBLIC POWER DISTRICT	2025/03/21-04/21 MONTHLY SERVICE	812.33
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	22.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	26.99
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	639.91
		<u>\$ 18,639.74</u>

### STREETS

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	272.19
AVERY RENTS	2025/04/24 PROPANE RENTAL FOR ASPHALT TACK	85.46
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	262.83
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	54.35
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	77.49
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE231905	45.96
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE642709	38.46
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE697769	153.36
IA/NE CONCRETE PRODUCTS	CONCRETE	3,975.00
INDEPENDENT SALT CO	SALT/ICE CONTROL	4,990.73
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK 2025/02/22-	27,624.45
JEO CONSULTING GROUP, INC	BPW-250120 INDUSTRIAL RD DRAINAGE IMP THRU 2025/04/18	4,583.75
LOGAN CONTRACTORS SUPPLY	KNEE PADS, OVERFOOT BOOTS, CONC	183.25
MARTIN ASPHALT	BULK ASPHALT TACK	968.00
METROPOLITAN UTILITIES DIST	2025/03/12-04/08 MONTHLY SERVICE	141.03
MICHAEL TODD INDUSTRIAL SUPPLY	BARRICADE SHEETING, FREIGHT	275.00
MID-AMERICAN SIGNAL	CONFLICT MONITORS, SIGNAL POLE, HEAD MOUNT, FREIGHT	9,815.26
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240124 WHITTED CREEK REHAB 2025/03/29-04/25	2,882.80
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240121 COLLEGE HTS DRAINAGE 2025/03/29-04/25	187.50
OMAHA PUBLIC POWER DISTRICT	2025/03/03-31 MONTHLY SERVICE	69.10
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	777.54
OMAHA PUBLIC POWER DISTRICT	2025/03/20-04/18 MONTHLY SERVICE	211.91
OMAHA PUBLIC POWER DISTRICT	2025/03/21-04/21 MONTHLY SERVICE	45.04
OMAHA PUBLIC POWER DISTRICT	2025/03/24-04/22 MONTHLY SERVICE	402.53
OMAHA PUBLIC POWER DISTRICT	2025/03/26-04/25 MONTHLY SERVICE	2,687.72
OMAHA PUBLIC POWER DISTRICT	2025/03/28-04/29 MONTHLY SERVICE	100,053.81
OMAHA PUBLIC POWER DISTRICT	STREET LIGHT REPAIR-25TH & HWY 370	5,038.87
OMNI ENGINEERING	ASPHALT	1,432.30
READY MIXED CONCRETE COMPANY	CONCRETE	33,065.68
THE SCHEMMER ASSOCIATES	BPW-240201 FONTENELLE HILLS RECONSTRUCTION 2025/03/31M	13,285.00
TRAVELERS	2025/04/30M PAID LOSS RECOVERY	1,677.00
TRISTAR	2025/04/30M CLAIMS PAID AND ALAE	160.13
UNION PACIFIC RAILROAD COMPANY	BPW-210719 SCHILLING DR AGREEMENT	778.08
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	262.31
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	330.58
UNITED SEEDS	SUPER TURF MIXTURE - 6 BAGS	540.00
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	8,449.25
		<u>\$ 225,883.72</u>

# MINUTE RECORD

## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### FLEET MAINTENANCE

ALLIED OIL & TIRE COMPANY	BULK OIL	738.25
ARNOLD MOTOR SUPPLY	MOOG HUB ASSY, BRAKE ROTORS, FILTERS, STEERING STABILIZER, OIL CAP	274.29
AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	46.43
AUTOMOTIVE WAREHOUSE DIST, INC	KURT PARTS, RAYBESTOS PARTS, TENSIONER PULLEY, IRWIN PARTS, BRAKLEEN, ANCO	945.76
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	108.47
CAPITAL BUSINESS SYSTEMS, INC	2025/03/20-04/19 COPIER EXPENSE	63.19
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	63.12
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	61.99
DANIELSON / TECH SUPPLY	WHEEL WEIGHTS, BEAD SEALER, VALVES	132.96
DULTMEIER SALES LLC	SHANK COUPLERS, CONNECTORS	64.80
FACTORY MOTOR PARTS CO	OIL CAP	6.56
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE262116	142.58
HOTSY EQUIPMENT CO	RUBBER LIP SET	221.18
IDEAL PURE WATER COMPANY	BOTTLED WATER	64.00
INTERSTATE BATTERIES	MT-35 BATTERY-PO116	124.16
JONES AUTOMOTIVE	DOME LIGHTS	259.20
KEN MEYER DISTRIBUTING, INC	FORM A FUNNELS	73.58
MATHESON TRI-GAS INC	WELDING SUPPLIES	260.75
NAPA AUTO PARTS	FUSE HOLDERS, FILTERS, GLOVES, MIRROR, WIRE, IDLER PULLEY	1,794.69
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	MACHINE SCREWS, NUTS, DRILL BITS, CARRIAGE BOLTS	407.42
NORTH CENTRAL AMBULANCE SALES	AIR INFLATION K T, SHIPPING	461.96
OMAHA PUBLIC POWER DISTRICT	2025/03/24-04/22 MONTHLY SERVICE	1,096.08
RIVER CITY RECYCLING/METRO	TIRE RECYCLE FEE	980.00
SEAGRAVE FIRE APPARATUS, LLC	BRASS SHAFT, SEAL, BEARINGS, GASKETS	503.66
SECURITY EQUIPMENT INC	CAMERA SYSTEM & SERVICE/SOFTWARE	14,950.65
TERMINAL SUPPLY CO	SOCKET/PINS TERMINALS-PO 650	294.86
TY'S OUTDOOR POWER & SERVICE	B180 CUSTOM BELT-PA428D	212.02
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	145.46
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	186.38
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	598.30
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS	358.31
		<b>\$ 25,641.06</b>

### SOLID WASTE

PAPILLION SANITATION	2025/04/01-04/08 GLASS RECYCLING	425.28
PAPILLION SANITATION	2025/03/18-03/25 GLASS RECYCLING	433.64
		<b>\$ 858.92</b>

### PLANNING

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	4.04
CAPITAL BUSINESS SYSTEMS, INC	2025/03/18-04/17 COPIER EXPENSE	52.79
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	31.56
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	31.00
COLUMN SOFTWARE, PBC	LEGAL ADS	24.00
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE195089	5.54
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	28.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	41.20
		<b>\$ 265.06</b>

### PERMITS & INSPECTIONS

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	599.20
BELLEVUE PRINTING COMPANY	INSPECTION DECK CARDS	199.84
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	5.40

# MINUTE RECORD

## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### PERMITS & INSPECTIONS (cont'd)

CAPITAL BUSINESS SYSTEMS, INC	2025/03/18-04/ 17 COPIER EXPENSE	213.89
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	31.56
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	31.00
CORNHUSKER AUTO WASH	2025/04/30M CAR WASHES	36.44
CORNHUSKER AUTO WASH	2025/03/31M CAR WASHES	58.86
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE195089	7.40
RYAN BECKER	REIMB FOR ICC CERTIFICATION EXAM	240.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	82.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	107.27
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	982.86
		<u>\$ 2,596.71</u>

### POLICE

AMAZON WEB SERVICES, INC	2025/04/30M WEB SERVICES	1,034.55
ANDREW JASHINSKE	REIMB TRAINING EXPENSES-LODGING, MEALS, CAB	960.78
A-RELIEF SERVICES	2025/04/30M PORTABLE RESTROOMS-RANGE	199.00
AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	4,413.12
AUTO BODY AUTHORITY	TOW CHARGE-UNIT 619 AND UNIT 601	200.00
BENEFIT PLANS	2025/05/31M POLICE PENSION PLAN	8,817.56
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	95.62
BROWNELLS	TEN-SPEED BANDOLIER	53.86
CAPITAL BUSINESS SYSTEMS, INC	2025/03/17-04/16 COPIER EXPENSE	260.91
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	208.68
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	216.95
CHRISTOPHER LAND	REIMB FOR DAMAGED EARPIECE	98.00
DANIEL GERMAN	REIMB MEALS FOR TRAINING	86.17
DOME HATS, LLC	DEPARTMENTS HATS, FREIGHT	340.99
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	4.22
GREAT PLAINS UNIFORMS	BALLISTIC VESTS, CARRIER, SHOULDER STRAP	1,889.50
HARRIS DECALS INC	VEHICLE DECALS-UNIT 645	23.12
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE195089	131.12
HOPE VALENTINE, LLC	2025/04/30M MENTAL HEALTH 6 HOURS	900.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	120.00
J P COOKE COMPANY	NOTARY STAMP-JANDA	39.40
JACKSON SERVICES, INC	DOOR MAT SERVICE	92.43
JORDAN SPENCER	REIMB PER DIEM- TO BE REIMB BY USPIS	387.00
JOSEPH GRAY	REIMB FOR K9 MEDICINE	255.67
MATRIX BUSINESS SYSTEMS INC	2025/03/31-04/30 COPIER EXPENSE	217.05
MIKE PETTIT	REIMB MEALS FOR TRAINING	90.28
MODERN IMAGING SOLUTIONS, INC	NITRILE POWDER FREE GLOVES	999.50
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	37.79
SHALEN SHIVERS	REIMB PER DIEM FOR TRAINING	306.00
THOMSON REUTERS - WEST	2025/04/30M ONLINE SOFTWARE SUBSCRIPTION	496.00
TIMOTHY MELVIN	REIMB TRAINING EXPENSES	170.00
TRAVELERS	LIABILITY CLAIM-CITIZEN'S VEHICLE	1,897.16
TRAVELERS	2025/04/30M PAID LOSS RECOVERY	171.00
TRISTAR	2025/03/31M RE-OPEN CLAIMS	785.00
TRISTAR	2025/04/30M CLAIMS PAID AND ALAE	5,626.32
TWIN CREEK ANIMAL HOSPITAL	VET SERVICE FOR K9	1,647.41
TX PAPIILLION LLC	2025/04/30M CAR WASHES	29.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	776.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	1,896.21
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	2,538.00
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	15,530.49
WESTLAKE ACE HARDWARE	KEYS	5.99
		<u>\$ 54,049.64</u>

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## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### FIRE & RESCUE

AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	1,982.42
BLACK HILLS ENERGY	2025/04/01-30 MONTHLY SERVICE	210.30
BOUND TREE MEDICAL, LLC	RESCUE EQUIPMENT & SUPPLIES	3,522.01
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	126.24
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	123.98
CHRISTINE PETERSEN	REFUND FOR SERVICES	105.54
CORNHUSKER AUTO WASH	2025/04/30M CAR WASHES	163.56
CYNTHIA KEYES	REFUND FOR SERVICES	105.88
ED M FELD EQUIPMENT CO	HAND WHEEL ASSM-NOT TURNING	70.16
FIREGUARD, LLC	EXTINGUISHER SERVICE	560.80
GRANT WRITING USA	GRANT WRITING CLASS-GIBILISCO	395.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-M BOWER	231.99
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE215876	42.20
HEARTLAND NATURAL GAS LLC	25/04/30-25/04/01 BHE235679	222.78
MARCO TECHNOLOGIES, LLC	2024/03/27-04/26 COPIER EXPENSE	76.05
MARCO TECHNOLOGIES, LLC	2025/04/02-05/01 COPIER EXPENSE	53.26
OMAHA PUBLIC POWER DISTRICT	2025/03/03-31 MONTHLY SERVICE	816.91
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	1,332.72
OMAHA PUBLIC POWER DISTRICT	2025/03/21-04/21 MONTHLY SERVICE	612.40
OMAHA PUBLIC POWER DISTRICT	2025/03/24-04/22 MONTHLY SERVICE	2,008.98
OMAHA PUBLIC POWER DISTRICT	2025/03/26-04/25 MONTHLY SERVICE	827.00
TELEFLEX FUNDING, LLC	GREENSPEC HANDLE	220.00
TRISTAR	2025/03/31M RE-OPEN CLAIMS	785.00
TRISTAR	2025/04/30M CLAIMS PAID AND ALAE	10,755.30
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	598.04
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	1,310.49
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	7,653.25
ZOLL DATA SYSTEMS INC	2025/06/30M ZOLL BILLING	1,654.80
		<b>\$ 36,567.06</b>

### NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2025/03/31M ACCT 1000 ANALYSIS CHG	588.83
AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	(70.00)
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	385.06
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	365.73
GREAT PLAINS COMMUNICATIONS LLC	2025/05/01-31 MONTHLY SERVICE	480.00
JOSH TEDDER CONSTRUCTION, INC	RESEED AREA-GROVE CEMETERY	2,100.00
LOCKTON COMPANIES, LLC	2025/05/31M WELLNESS PROGRAM	1,875.00
NEBRASKA SECRETARY OF STATE	BCMBC (MUNI CORP) BIENNIAL REPORT 2025-2026	28.00
NEBRASKA SECRETARY OF STATE	BCMC (MARINA) BIENNIAL REPORT 2025-2026	28.00
NE-DEPARTMENT OF REVENUE	2025/03/31M SALES AND USE TAX	226.65
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	144.33
SARPY COUNTY COURT HOUSE	2025/05/31M ANIMAL CONTROL	17,530.00
SARPY COUNTY COURT HOUSE	2025/06/30M ANIMAL CONTROL	17,530.00
		<b>\$ 41,211.60</b>

### INFORMATION TECHNOLOGY

CARASOFT TECHNOLOGY	2025/04/30-2026/04/29 OKTA LICENSES	46,435.62
ONE CALL CONCEPTS	2025/04/30M LOCATES	0.82
SENTINEL TECHNOLOGIES, INC	2025/04/30M FORTIS MONTHLY SERVICE & PRODUCT	4,607.27
SHI INTERNATIONAL CORP	2025/03/16-2026/03/15 UNITRENDS	6,752.00
SHI INTERNATIONAL CORP	2025/03/17-2026/03/16 CISCO DUE	4,608.00
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	210.50
		<b>\$ 62,614.21</b>

# MINUTE RECORD

## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2025/04/30M BELLEVUE INDOOR WATERPARK-DESIGN SERVICES	12,500.00
		<b>\$ 12,500.00</b>

### 2206 LONGO DR

C&E INDUSTRIES	2025/04/30M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2025/04/04-05/03 MONTHLY SERVICE	137.30
CERRIS SYSTEMS NORTH CENTRAL, INC	BOILER FIX - SSOV FAULT DURNING IGNITION	2,346.00
CERRIS SYSTEMS NORTH CENTRAL, INC	CARRIER AC ON BACK OF BUILDING	975.00
CERRIS SYSTEMS NORTH CENTRAL, INC	FAMILY PRACTICE LAB TEMP IS READING WROI	457.50
CERRIS SYSTEMS NORTH CENTRAL, INC	MECHANIC ROOM HEATING WATER RETURN & SUPPLY LINE LEAKING	5,332.25
CERRIS SYSTEMS NORTH CENTRAL, INC	AC-BELLEVUE FAMILY PRACTICE	807.60
CERRIS SYSTEMS NORTH CENTRAL, INC	CONTROLLER WO #80539	2,225.00
CERRIS SYSTEMS NORTH CENTRAL, INC	HEAT IN SUITE 213	400.00
CERRIS SYSTEMS NORTH CENTRAL, INC	BOILER TRIPPING ON FLAME LOSS DURING IGNITON	515.00
CERRIS SYSTEMS NORTH CENTRAL, INC	2025/03/31Q PREVENTIVE MAINTENANCE AGREEMENT BILLING	3,297.74
CINTAS LOCATION #749	2025/03/31 MAT SERVICE	459.95
COX BUSINESS SERVICES	2025/03/27-04/26 MONTHLY SERVICE	147.00
METROPOLITAN UTILITIES DIST	2025/03/11-04/07 MONTHLY SERVICE	1,111.54
OMAHA PUBLIC POWER DISTRICT	2025/02/22-03/24 MONTHLY SERVICE	5,363.76
PAPILLION SANITATION	2025/04/30M SERVICE	379.30
PROTECH PEST CONTROL	2025/04/30M PEST CONTROL	363.80
SELDIN LLC	2025/03/31M MANAGEMENT FEES	1,450.00
SELDIN LLC	2025/04/30M APPFOLIO FEES	39.95
SELDIN LLC	2025/04/30M BANK FEES	21.84
STERICYCLE, INC	2025/04/30M SERVICE	189.89
TAILORED LAWN, INC	SPRING CLEAN UP AND MULCH INSTALLATION	4,500.00
USG	REPLACE TOILET LEVER IN BELLEVUE FAMILY PRACTICE	150.93
USG	VA WALKTHROUGH, PICKED UP KEYCARD, CALLED ABOUT ELEVATOR	278.10
USG	REPLACED 4 BULBS AND CHANGED BALLAST	170.13
USG	MONTHLY ELEVATOR INSPECTION	114.10
WATERLINK INC	2025/04/30M WATER TREATMENT SERVICE	431.63
		<b>\$ 35,656.41</b>

### WASTEWATER

AIRGAS USA, LLC	ENABLER KIT, DOCKING STATION, SHIPPING, CHARGE	3,262.25
AMERICAN NATIONAL BANK	2025/03/31M ACCT 1034 ANALYSIS CHG	40.63
AT&T MOBILITY	2025/03/22-04/21 MONTHLY SERVICE	690.06
CAPITAL BUSINESS SYSTEMS, INC	2025/03/09-04/08 COPIER EXPENSE	64.81
CENTURY LINK	2025/03/22-04/21 MONTHLY SERVICE	110.46
CENTURY LINK	2025/04/22-05/21 MONTHLY SERVICE	691.12
CITY OF OMAHA	2025/01/31M SEWER FEES	646,559.87
ELECTRIC PUMP, LLC	BALL CHECK VALVE, SINKING VALVE, O-RINGS, FREIGHT	4,850.16
EMBRIS GROUP LLC	BPW-230611 OLD TOWNE REHAB	1,146.25
HEIMES CORPORATION	BPW-211123 HAWORTH PARK SANITARY THRU 2025/04/30	44,847.81
HTM SALES, INC	ABS PUMP REPAIR KIT, FREIGHT, PUMP BEARINGS, SEALS	1,894.43
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	2,808.28
OMAHA PUBLIC POWER DISTRICT	2025/03/21-04/21 MONTHLY SERVICE	1,570.98
OMAHA PUBLIC POWER DISTRICT	2025/03/24-04/22 MONTHLY SERVICE	622.23
SHI INTERNATIONAL CORP	2025/03/28-2025/11/04 ADOBE CLOUD	585.64
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LIFE	120.27
UNITED OF OMAHA LIFE INSURANCE CO	2025/04/30M LTD	149.16
US BANK VOYAGER FLEET SYSTEMS	2025/03/31M FUEL PURCHASES	3,880.47
		<b>\$ 713,894.88</b>

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## CLAIMS FOR 2025/05/20 COUNCIL MEETING

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### COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	2025/03/31Q LOTTERY TAX 51C 2025Q2 (JAN-MAR 2025)	64,413.00
OMAHA PUBLIC POWER DISTRICT	2025/03/26-04/25 MONTHLY SERVICE	100.27
		<u>\$ 64,513.27</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2025/02/28M CONSULTANT HUD EXPENSES	1,385.70
		<u>\$ 1,385.70</u>

### FEDERAL FORFEITURES

VERIZON WIRELESS	2025/04/22-05/21 MONTHLY SERVICE	947.62
		<u>\$ 947.62</u>

**TOTAL CLAIMS FOR 2025/05/20** \$1,603,230.67

**TOTAL PAYROLL FOR 2025/05/09** \$1,844,909.68

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
5/20/25

COUNCIL MEETING DATE: April 15, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Street/Alley Vacation Application (SV-2502-03) Between 18th & 20th Street

SYNOPSIS/BACKGROUND:

Request to vacate all of the right of way between LOTS 1-6 BLOCK 1 EXC W 10 FT SWIFT PLACE, LOTS 7-10 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE other side LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the request to vacate all of the right of way within the limits between 18th & 20th Street, a platted and recorded addition to Sarpy County, Nebraska.

ATTACHMENTS:

1. Ordinance 4184 2. Application 3.   
 4. 5. 6.   
 7. 8. 9.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*David Goedecken*  
*[Signature]*  
*[Signature]*

ORDINANCE NO. 4184

AN ORDINANCE TO VACATE THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED AS BETWEEN LOTS 1-6 BLOCK 1 EXC W 10FT SWIFT PLACE, LOTS 7-12 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE AND LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE, BELLEVUE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA WITH TITLE THERETO VESTING IN THE ABUTTING PROPERTY OWNER AND TO PROVIDE AN EFFECTIVE DATE THEREFORE.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bellevue, Nebraska:

Section 1: That pursuant to the authority and provisions of Neb. Rev. Stat. §16-611, the following described portion of alley right-of-way should be and same hereby is vacated, subject to the reservations stated below; that retaining title to such property is not in the best interest of the City of Bellevue, and that pursuant to §16-611, title to such property shall vest in the abutting property owner:

THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED AS BETWEEN LOTS 1-6 BLOCK 1 EXC W 10FT SWIFT PLACE, LOTS 7-12 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE AND LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE.

Section 2: Attached hereto and incorporated is Exhibit "A" depicting the right-of-way to be vacated.

Section 3: Pursuant to Neb. Rev. Stat. §16-611 there is reserved to the City the right to maintain, operate, repair and renew public utilities existing at the time title to the property is vacated;

and there is reserved to the City, to any public utilities and to any cable television systems the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on or below the surface of the ground that are existing as valid easements at the time title to the property is vacated for the purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times;

and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including, but not

limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

Section 4. The City shall retain the right to all easements.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall become effective after its passage, approval and publication according to law.

Passed and approved this \_\_\_\_\_ day of April, 2025.

ATTEST:

CITY OF BELLEVUE, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_



Application Number: **SV-2502-03**

Date of Application: 2/17/2025

Public Works Department  
1500 Wall Street  
Bellevue, NE 68005  
Ph: 402-293-3025

**STREET/ALLEY VACATION APPLICATION**

Name: Robert Mueting

Address: 7415 S 20th Street Bellevue, NE 68147  
Street City/State/Zip Code

Phone Number: 402-659-3300

Briefly state the reason for this request: To vacate easement to create more land.  
space.

Legal description of street/alley to be vacated: 50 ft alley between 7400 Block between S 20th  
Street and S. 18th St. Between LOTS 1-6 BLOCK 1 EXC W 10FT SWIFT PLACE,  
LOTS 7-12 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE AND LOTS 1-2 & 23 BLOCK  
4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE

*Please attach a copy of the Street / Alley Vacation Petition as required.*

  
\_\_\_\_\_  
Signature of Applicant




**STREET / ALLEY VACATION AGREEMENT**

That portion of the street/alley platted in \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

located in the \_\_\_\_\_ Bellevue \_\_\_\_\_, Sarpy County, Nebraska, be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair, or renew and operate now or hereafter installed water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired, or permitted by the City of Bellevue or such other utility, and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes, and crops, and all structures upon the premises, including but not limited to, buildings, walls, fences, drives, and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

# 7415 S 18th St - Alley Vacation



Alley to be vacated

Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 2257

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 Vacate alley between 18th and 20th St



# 7415 S 18th St - Alley Vacation



Alley to be vacated



Map Scale 1: 2257

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Notes Vacate alley between 18th and 20th St



**EXHIBIT "A"**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
5/20/25

COUNCIL MEETING DATE: <b>May 6, 2025</b>		SUBMITTED BY: <b>Tammi Palm, Planning Director</b>	
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, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development; small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width. Applicant: John Howell. General location: South 36th Street and Cornhusker Road.

SYNOPSIS/BACKGROUND:

John Howell is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Mr. T's Addition Replat II, for the purpose of commercial development. The developer has acquired a 9,260-square-foot section of land that will be used as a cross access drive between the two lots. This 9,260-square-foot section is currently zoned ML. With approval of the rezoning and small subdivision requests, this section will be rezoned to BG and replatted to become a part of Lot 1, Mr. T's Addition Replat II. This request will not change the zoning designations already existing. Proposed Lot 1 will remain BG and proposed Lot 2 will remain ML.

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:

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. 4185"/> |
| 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:

*[Handwritten signatures]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: John Howell  
CASE #'s: Z-2503-04, S-2503-07  
CITY COUNCIL HEARING DATE: May 20, 2025

REQUEST: to rezone Lots 1 and 2, Mr. T's Addition Replat II , being a replat of Lot 1, Dvorsky's Commercial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development; small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width.

On April 24, 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, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

**VOTE:**

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

Planning Commission Hearing (s) was held on: April 24, 2025

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT #2

**CASE NUMBER:** Z-2503-04  
S-2503-07

**FOR HEARING OF:**  
**REPORT #1:** April 24, 2025  
**REPORT #2:** May 20, 2025

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

John Howell, Lamp Rynearson  
14710 W. Dodge Road, Ste. 100  
Omaha, NE 68154

#### **B. PROPERTY OWNERS:**

QuikTrip Corporation  
Attn: Tara Limbach  
4705 South 129<sup>th</sup> E Avenue  
Tulsa, OK 74134

#### **C. GENERAL LOCATION:**

South 36<sup>th</sup> Street and Cornhusker Road

#### **D. LEGAL DESCRIPTION:**

Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

1. Rezone Lots 1 and 2, Mr. T's Addition Replat II from BG and ML to BG and ML for the purpose of a commercial development.
2. Small Subdivision Plat Lots 1 and 2, Mr. T's Addition Replat II.

3. Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width.

**F. EXISTING ZONING AND LAND USE:**

BG/Vacant.

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for commercial development.

**H. SIZE OF SITE:**

The lot is approximately 6 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Proposed Lot 1 is presently vacant and covered in vegetation and Lot 2 is presently developed with Lockbox Storage

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Cornhusker Road right-of-way
2. **East:** Multi-family residential/RG-20-PS
3. **South:** Industrial/ML
4. **West:** Trees, Shrubs & More/BG and AG

**C. REVELANT CASE HISTORY:**

1. On April 24, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from BG and ML to BG and ML for the purpose of commercial development; and small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width.

**D. APPLICABLE REGULATIONS:**

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Section 527, Zoning Ordinance, regarding ML uses and requirements.

3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
4. Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three (3) to one (1).

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

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

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. MAPA traffic data indicates 29,000 vehicles per day through the intersection of Cornhusker Road and South 36<sup>th</sup> Street.
2. The property will have access from a shared drive off South 36<sup>th</sup> Street.

#### **D. UTILITIES:**

All utilities are available to this location.

#### **E. ANALYSIS:**

1. John Howell has submitted a request for approval of a rezoning for Lots 1 and 2, Mr. T's Addition Replat II, from BG and ML to BG and ML, for commercial development, and a small subdivision plat for Lots 1 and 2, Mr. T's Addition Replat II.
2. Mr. Howell has acquired a 9,620-square-foot section of land that will be used as a cross access drive between the two lots. This 9,620-square-foot section is currently zoned ML. With the approval of the rezoning and small subdivision requests, this section would be rezoned to BG and replatted to become a part of Lot 1, Mr. T's Addition Replat II.
3. This request would not change the zoning designations already existing. Proposed Lot 1 will remain BG and proposed Lot 2 will remain ML.
4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director/designee, Sarpy County

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

Matt Knight, Public Works Engineer, and Jeremy Bender, Sarpy County Public Works Engineer, requested technical revisions regarding the small subdivision plat. The applicant's surveyor has made the requested revisions.

No other comments were received on this case.

5. The applicant is also requesting a waiver of Section 6-7 (7), Subdivision Regulations, regarding lot standards for excessive depth in relation to width of lots over three (3) to one (1). This request pertains to proposed Lot 2, Mr. T's Addition Replat II. The existing configuration of the property already exists; therefore, staff has no objections to the requested waiver.

6. The Future Land Use Map of the Comprehensive Plan shows this area as commercial and light industry. The applicant's request is in conformance with the Comprehensive Plan.

7. The small subdivision plat and rezoning do not impact the existing land use or change what can be built on the properties.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Small subdivision plat received April 07, 2025
4. As-built plot plan received March 07, 2025

5. Zoning exhibit received March 07, 2025
6. Letter from the applicant received March 10, 2025
7. Letter from Robert Kramer received April 21, 2025

**VII. COPIES OF REPORT TO:**

1. Lamp Rynearson (John Howell)
2. QuikTrip Corporation (Tara Limbach)
3. Public Upon Request

  
Assistant Planning Manager

  
Planning Director                      Date of Report



# S 36th Street & Cornhusker Rd



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 1901

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Notes



# S 36th Street & Cornhusker Rd



Sarpy County GIS



Map Scale 1: 1901

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Notes

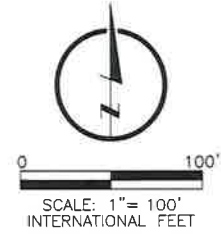




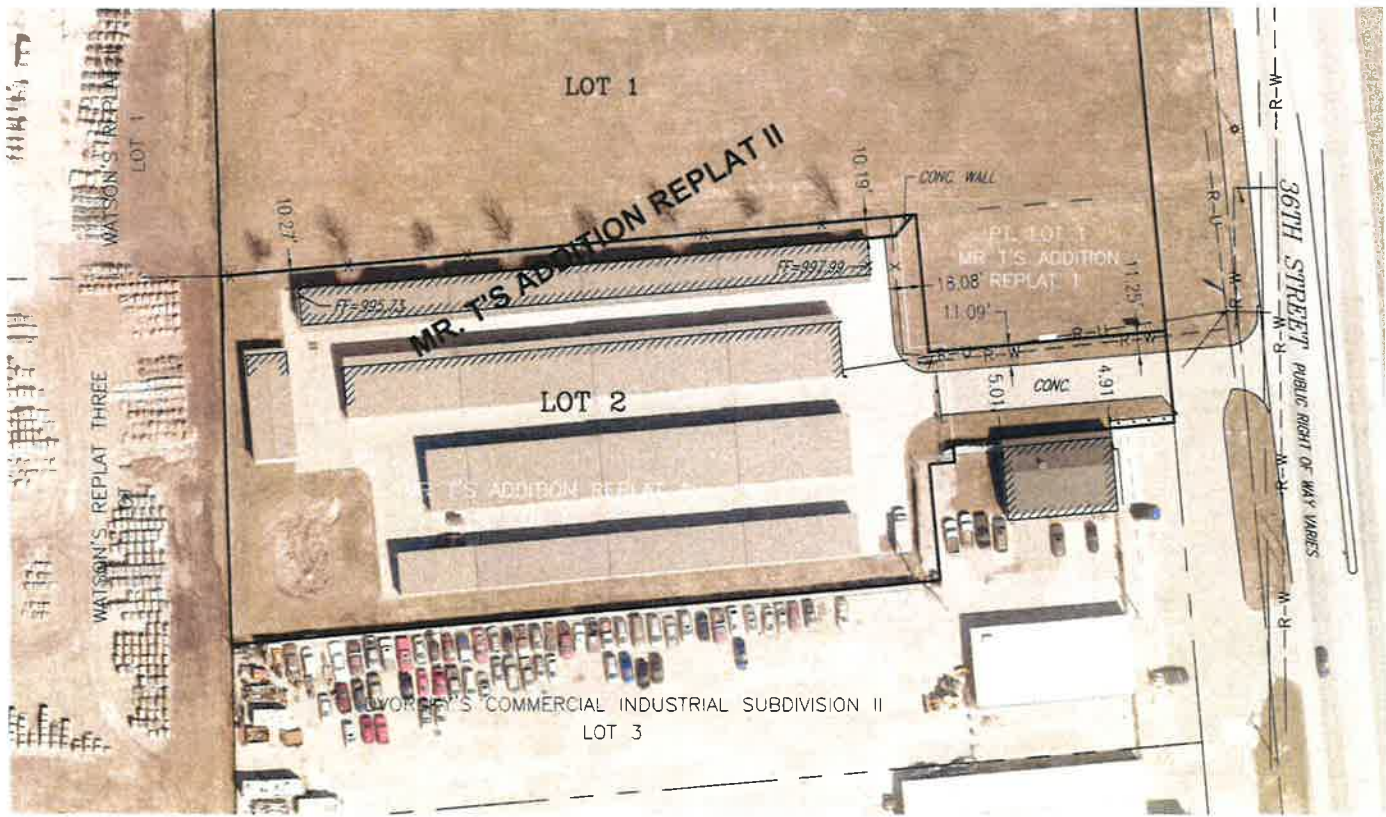
# SITE IMPROVEMENTS

## LEGEND

- BOUNDARY LINE
- - - - - LOT LINE
- RIGHT OF WAY
- - - - - SECTION LINE
- RECORD WATER (M.U.D.)
- RECORD UTILITY (USIC)
- FENCE
- BUILDING
- WATER VALVE
- FIRE HYDRANT
- GATE ACCESS PAD
- BOLLARD



RECEIVED  
MAR 07 2025  
PLANNING DEPT.



I:\Engineering\0124125\_04b\Trp\_04084\_30th and Cornhusker\_R\SURVEY\Drawings\EXHIBITS\0124125-04b-03.dwg, 3/5/2025, 12:32:21 PM, RACHEL REINECKER, LAMP RYNEARSON

**LAMP RYNEARSON**

LAMP RYNEARSON.COM

OMAHA, NEBRASKA  
14716 W DODGE RD, STE 100 (402) 496 2498  
NE AUTH NO. CA0130  
FORT COLLINS, COLORADO  
4112 INNOVATION DR, STE 100 (970) 226 0242  
KANSAS CITY, MISSOURI  
9001 STATE LINE RD, STE 200 (816) 361 0440  
MO AUTH NO. E-2013011903 | LS-2019040127

**DESIGNER / DRAFTER**

JSH/RER

**REVIEWER**

JOHN HOWELL

**PROJECT NUMBER**

0124125

**DATE**

3/5/2025

**SURFACE LOCATION**

BOOK AND PAGE

SITE  
IMPROVEMENTS  
EXHIBIT



March 6th, 2025

Angela Curry  
Planning Department  
City of Bellevue

**RE: QuikTrip 584**  
**Cornhusker Road & 36<sup>th</sup> Street, Bellevue, NE**  
**Zoning Justification**

Dear Ms. Curry,

QuikTrip has applied to rezone a piece of Mr. T's Lot. We acquired this piece of land to have a cross-access drive between our lots and provide our customers with access to the 36<sup>th</sup> Street.

QuikTrip is requesting to rezone everything on Lot 1 to BG (business general) to conform with city regulations. Mr. T's Lot 2 will remain ML (light manufacturing) as it is today, and this already complies with city zoning regulations.

Our team will then replat both properties. We appreciate the city being willing to work with our development to find a solution for both businesses to thrive as well as improving the connectivity in the area. Thank you for consideration of this request. If you have any questions please feel free to reach out to me directly.

Sincerely,



Tara Limbach  
Real Estate Project Manager  
tlimbach@quiktrip.com



RECEIVED  
MAR 10 2025  
PLANNING DEPT.

## Tammi Palm

---

**From:** Robert Kramer <robertkramer240@hotmail.com>  
**Sent:** Monday, April 21, 2025 11:06 AM  
**To:** Tammi Palm  
**Cc:** ddolezal@ehrhartgriffin.com  
**Subject:** [EXT] Case# Z-2503-04, S-2503-07 or Applicant: John Howell

Good Morning Tammi,

I wanted to let it be known I will not be able to attend the public hearing listed for April 24<sup>th</sup> at 6:00 pm. However, after talking with you last week on the applicant : John Howell, Case #Z2503-04, S-2503-07 it is my understanding there is no site plan submitted by the applicant. I am deeply concerned about the future access to this property for future commercial development and the negative effects it will cause to my business traffic flow in and out of my property. Therefore, I hope the city planning commission will consider my opinion on this matter and I oppose any access in and out of my property. Please consider this email my statement of opposition of this re-zoning application.

Sincerely,  
Robert E Kramer  
President  
Kramer Nursery Farm Inc. DBA Trees, Shrubs, and More  
3803 Cornhusker Rd  
Bellevue, NE 68123

RECEIVED  
APR 21 2025  
PLANNING DEPT.

ORDINANCE NO. 4185

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 36<sup>TH</sup> STREET AND CORNHUSKER ROAD, 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, Mr. T's Addition Replat II, being a replat of Lot 1 Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From BG (General Business District) and ML (Light Manufacturing District) to BG (General Business District)

Lot 2, Mr. T's Addition Replat II, being a replat of Lot 1 Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From ML (Light Manufacturing District) to ML (Light Manufacturing District)

(John Howell)

Section 2. This ordinance shall not take effect until such time as the final plat of Mr. T's Addition Replat II 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: \_\_\_\_\_

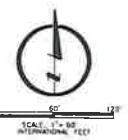
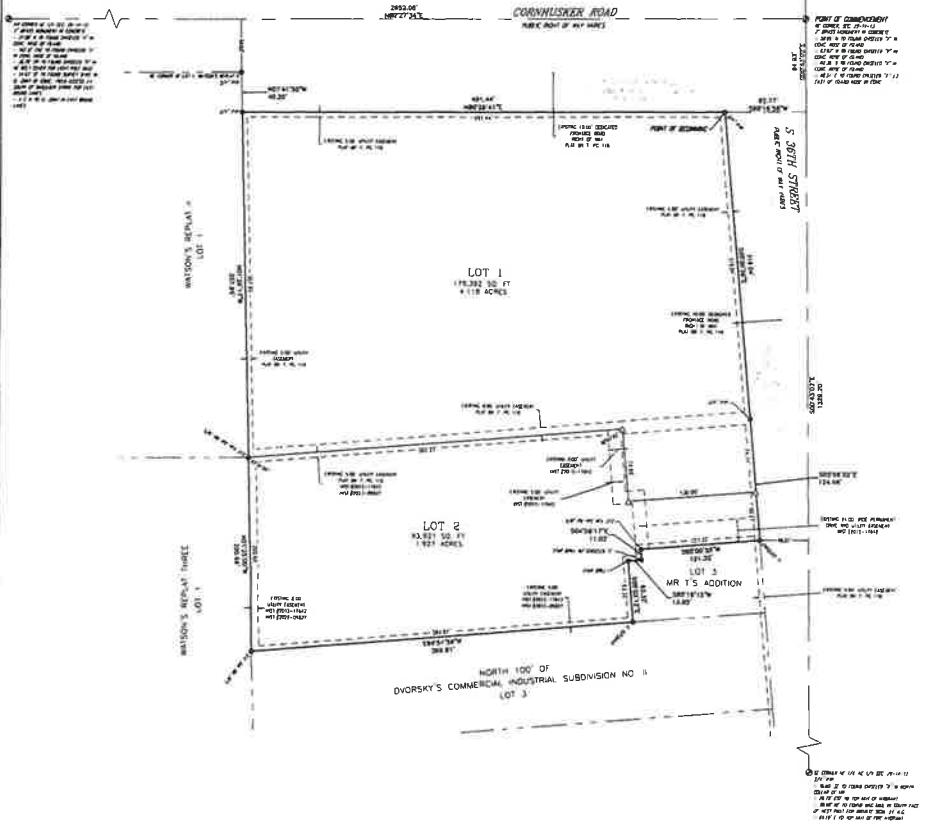
Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

# MR. T'S ADDITION REPLAT II

LOTS 1 & 2

BEING A REPLATING OF LOT 1, DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION NO. 1,  
TOGETHER WITH LOT 1, MR T'S ADDITION REPLAT I, BOTH SUBDIVISIONS AS SURVEIED,  
PLATTED AND RECORDED IN SAPPY COUNTY, NEBRASKA.



- LEGEND**
- BOUNDARY LINE
  - LOT LINE
  - EASEMENT LOT LINE
  - SECTION LINE
  - ROAD OF WAY
  - EASEMENT
  - FPC
  - YELLOW PLASTIC CAP
  - RB
  - RB
  - PIV
  - CORNER FOUND
  - CORNER SET (5/21' RB W/ 1' 1/2" STAPLED (LS-85))
  - SECTION CORNER

- NOTES**
1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET
  2. ALL DISTANCES OTHER THAN CURVES ARE ARC DISTANCES NOT CHORD DISTANCES
  3. ALL ANGLES ARE BY UNLESS NOTED
  4. ALL EASEMENTS ARE NOT BEING REDETERMINED AND ARE SHOWN FOR REFERENCE ONLY

RECEIVED

APR 07 2025

PLANNING DEPT.

LOCATED IN:  
NE 1/4 NE 1/4 SEC 25-14-13

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A FULLY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, MAP, SURVEY OR RECORD WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I HAVE REVIEWED THE SAME IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME THIS PLAT, MAP, SURVEY OR RECORD WAS MADE AND I BELIEVE IT TO BE TRUE AND CORRECT AND THAT I AM A MEMBER IN GOOD STANDING OF THE NEBRASKA SURVEYORS ASSOCIATION AND THAT I AM A MEMBER OF THE NATIONAL SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THAT PERMANENT MONUMENTS (2" X 2" YELLOW PLASTIC CAPS STAMPED (LS-85)) WILL BE PLACED IN ALL CORNERS, WEDGE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION COMMERCIAL INDUSTRIAL SUBDIVISION NO. 1, TOGETHER WITH LOT 1, MR T'S ADDITION REPLAT I, BOTH SUBDIVISIONS AS SURVEIED, PLATTED AND RECORDED IN SAPPY COUNTY, NEBRASKA. THE PERMITS REQUIRED ARE AS FOLLOWS:

COMMENCING AT A 3" BRASS CAP MONUMENT AT THE NE CORNER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PR. M., SAPPY COUNTY, NEBRASKA.

THENCE SOUTH 04°12' EAST 66.84 FEET TO THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PR. M., SAPPY COUNTY, NEBRASKA.

THENCE SOUTH 88°58' WEST FOR 83.17 FEET TO A 3/4" PINE TOP NAIL AT THE NORTHEAST CORNER OF SAID LOT 1, DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION NO. 1.

THENCE SOUTH 88°58' WEST FOR 314.24 FEET TO A 3/4" PINE TOP NAIL AT THE SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF LOT 1, MR T'S ADDITION REPLAT I.

THENCE SOUTH 88°58' EAST FOR 124.86 FEET ON THE EAST LINE OF SAID LOT 1, MR T'S ADDITION REPLAT I, AND A SUBDIVISION IS SURVEIED, PLATTED AND RECORDED IN SAPPY COUNTY, NEBRASKA, OF LOT 1, MR T'S ADDITION REPLAT I.

THENCE ON THE NORTH AND WEST LINE OF SAID LOT 1, MR T'S ADDITION REPLAT I:

1. THENCE SOUTH 88°58' WEST FOR 121.35 FEET ON THE NORTH LINE OF SAID LOT 1 TO A 3/4" RB WITH YELLOW PLASTIC CAP STAMPED (LS-85)

2. THENCE SOUTH 88°58' EAST FOR 172.35 FEET TO A 3/4" RB WITH CHISEL "I"

3. THENCE SOUTH 88°58' WEST FOR 13.95 FEET TO A 3/4" RB

4. THENCE SOUTH 88°58' EAST FOR 83.17 FEET TO A 3/4" RB AT THE SOUTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID LOT 1, MR T'S ADDITION REPLAT I.

THENCE SOUTH 88°58' WEST FOR 384.81 FEET TO A 3/4" RB WITH YELLOW PLASTIC CAP STAMPED (LS-85) AT THE NORTHEAST CORNER OF SAID LOT 1, MR T'S ADDITION REPLAT I.

THENCE NORTH 01°23'00" WEST FOR 208.94 FEET TO A 3/4" RB WITH YELLOW PLASTIC CAP STAMPED (LS-85) AT THE NORTHEAST CORNER OF SAID LOT 1, MR T'S ADDITION REPLAT I.

THENCE NORTH 87°17' WEST FOR 281.85 FEET TO A 3/4" PINE TOP NAIL AT THE NORTHEAST CORNER OF SAID LOT 1, DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION NO. 1.

THENCE NORTH 87°17' WEST FOR 281.85 FEET TO A 3/4" PINE TOP NAIL AT THE NORTHEAST CORNER OF SAID LOT 1, DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION NO. 1.

THENCE NORTH 87°17' WEST FOR 493.44 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.848 ACRES.

John S. Howell, LS-85

### DEDICATION

WHEREAS THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND SHOWN HEREON HAS BEEN PLATTED AND RECORDED AND IS BEING SUBDIVIDED INTO LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 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994, 995, 996, 997, 998, 999, 1000.

**SEVERAL EASEMENTS**

PERMITAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER COMMUNICATIONS TRANSPORTATION SERVICE AUTHORIZED TO USE THE CITY STREETS, TO ERRECT, OPERATE, MAINTAIN, REPAIR AND REMOVE POLES, WIRE, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON, WIRE, CABLES FOR THE CARRIAGE AND SAISON OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND COMMUNICATIONS, AND TO ACCEPTOR ON, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT-WIDE LAND ABUTTING THE REAR BOUNDARY LINE OF ALL INTERIOR LOTS, AND A GREEN (18) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINE OF ALL INTERIOR LOTS, AND A GREEN (18) FOOT WIDE STRIP OF 1181 FEET WIDE EASEMENT MAY BE USED TO COUP 18 FEET FROM THE REAR BOUNDARY LINE OF SAID LOTS, PLATTED AND RECORDED, NO PERMANENT BUILDING OR STRUCTURE SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARAGES, DRIVEWAYS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THICKEN OR LATER INTERFERE WITH THE OVERHEAD LINES OR RIGHTS HEREIN GRANTED.

**FOR WATER MAINS**

PERMITAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY RAILROAD, GAS PIPELINE, AND OTHER PUBLIC UTILITY, AND TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REMOVE PIPES, APPURTAINMENTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER, OR TELEPHONE LINES AND OTHER PUBLIC-USE LINES OF ANY KIND, AND TO ACCEPTOR ON, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINE OF ALL LOTS, NO PERMANENT BUILDING OR STRUCTURE SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARAGES, DRIVEWAYS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THICKEN OR LATER INTERFERE WITH THE OVERHEAD LINES OR RIGHTS HEREIN GRANTED.

**QUARTER CORPORATION CHECK**

Jason Acord  
Regional Director of Real Estate  
W J J COMMERCIAL, LLC, OWNER

**DEPT MCRODOR** (PRINTED TITLE)

**REVIEW BY SAPPY COUNTY PUBLIC WORKS**  
THIS PLAT OF MR. T'S ADDITION REPLAT I, LOTS 1 & 2, WAS REVIEWED BY THE SAPPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

SAPPY COUNTY SURVEYOR/ENGINEER \_\_\_\_\_

**APPROVAL OF BELLEVUE PLANNING COMMISSION**  
THIS PLAT OF MR. T'S ADDITION REPLAT I, LOTS 1 & 2, WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

Chairman \_\_\_\_\_

**SAPPY COUNTY TREASURER'S CERTIFICATE**  
THIS IS TO CERTIFY THAT I HAVE RECEIVED AND VERIFIED THAT THE SURVEYOR HAS DEPOSITED IN THE LAND SURVEYOR'S OFFICE AND ENTERED IN THE RECORDS OF THIS OFFICE THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

SAPPY COUNTY TREASURER \_\_\_\_\_

**APPROVAL OF BELLEVUE CITY COUNCIL**  
THIS PLAT OF MR. T'S ADDITION REPLAT I, LOTS 1 & 2, WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF BELLEVUE, NEBRASKA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

Mayor \_\_\_\_\_

**ACKNOWLEDGEMENT OF NOTARIES**

STATE OF NEBRASKA } ss  
COUNTY OF }  
I, \_\_\_\_\_, Notary Public for the State of Nebraska, do hereby certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BY JASON ACORD, REGIONAL DIRECTOR OF REAL ESTATE OF QUARTER CORPORATION, ON BEHALF OF THE CORPORATION.

Signature of Notary Public: \_\_\_\_\_

STATE OF NEBRASKA } ss  
COUNTY OF }  
I, DEPT MCRODOR, of W J J COMMERCIAL, LLC, a Nebraska Limited Liability Company, on behalf of said company.

Signature of Notary Public: \_\_\_\_\_

**LAMP RYNEARSON**

LEAFY BELLEVUE, IOWA  
OMAHA, NEBRASKA  
FORT COLLINS, COLORADO  
KANSAS CITY, MISSOURI  
LOCATED IN:  
NE 1/4 NE 1/4 SEC 25-14-13

SMALL SUBDIVISION PLAT

MR. T'S ADDITION REPLAT II  
SAPPY COUNTY, NEBRASKA

**811**  
Know what's below.  
Call before you dig.  
NEBRASKA

DESIGNER/DRAFTER  
John Howell / Rachel Benneker  
DATE  
5/2/2025  
PROJECT NUMBER  
8194210.01  
BOOK AND PAGE

SHEET  
1 OF 1

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a.  
5/20/25

COUNCIL MEETING DATE: <b>May 20, 2025</b>		SUBMITTED BY: <b>Tammi Palm, Planning Director</b>	
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 Lots 3A and 3B, Normandy Hills, for the purpose of a multi-family residential development. Applicant: Charles R. Clatterbuck GST Exempt Trust. General Location: Normandy Blvd. and Grenoble Dr.

SYNOPSIS/BACKGROUND:

Chad Clatterbuck on behalf of Charles R. Clatterbuck GST Exempt Trust, is requesting site plan approval for Lots 3A and 3B, Normandy Hills to allow for the construction of a multi-family residential development. The proposal consists of 90 apartment units in three buildings, along with four garage structures. The property is presently zoned RG-20-PS, which allows for multi-family dwellings as a permitted use. The applicant is proposing a 1,200-square-foot gym for strength training and cardio, Pilates and yoga, and miscellaneous equipment such as mats, balance balls, and resistance bands as amenities for its residents. Additional amenities will include two outdoor picnic areas with tables and a pergola-type shade structure.

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:

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

ATTACHMENTS:

1.  2.  3.

4.  5.  6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Doreen Willis*  
\_\_\_\_\_  
*Tammi Palm*  
\_\_\_\_\_  
*Charles R. Clatterbuck*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Charles R. Clatterbuck GST Exempt Trust

CASE #: Z-2502-02

CITY COUNCIL HEARING DATE: May 20, 2025

REQUEST: for site plan approval for Lots 3A and 3B, Normandy Hills, for the purpose of a multi-family residential development.

On April 24, 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, Comprehensive Plan, and lack of perceived negative impact upon the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: April 24, 2025

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** Z-2502-02

**FOR HEARING OF:**

**REPORT #1:** March 27, 2025

**REPORT #2:** May 20, 2025

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Charles R. Clatterbuck GST Exempt Trust  
Attn: Chad Clatterbuck  
12408 S 36<sup>th</sup> Street  
Bellevue, NE 68123

#### **B. PROPERTY OWNERS:**

Charles R. Clatterbuck GST Exempt Trust  
Attn: Chad Clatterbuck  
12408 S 36<sup>th</sup> Street  
Bellevue, NE 68123

#### **C. GENERAL LOCATION:**

Normandy Boulevard and Grenoble Drive

#### **D. LEGAL DESCRIPTION:**

Lots 3A and 3B, Normandy Hills, located in the Southwest  $\frac{1}{4}$  of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

1. Site Plan approval for Lots 3A and 3B, Normandy Hills.

#### **F. EXISTING ZONING AND LAND USE:**

RG-20-PS, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain site plan approval to allow for the construction of a multi-family residential development.

**H. SIZE OF SITE:**

The site is approximately 5.61 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Lot 3A is presently vacant and covered in vegetation. A natural gas measuring station is located in the northeast corner of Lot 3B.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Vacant, AG
2. **East:** Vacant, AG
3. **South:** Single-family Residential/Normandy Hills Park, RS-72
4. **West:** Multi-family Residential, RG-20-PS (across Normandy Blvd)

**C. RELEVANT CASE HISTORY:**

1. On March 20, 2008, the Planning Commission recommended approval of a request to rezone Lots 3A and 3B, Normandy Hills, located in the Southwest ¼ of Section 14, T13N, R13E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from RG-20 to RG-20-PTD for the purpose of multi-family residential development; and site plan approval for Lots 3A and 3B, Normandy Hills. The City Council approved these requests on May 12, 2008.
2. On April 24, 2025, the Planning Commission recommended approval of a request for site plan approval for Lots 3A and 3B, Normandy Hills, located in the Southwest ¼ of Section 14, T13N, R13E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska for the purpose of a multi-family residential development.

**D. APPLICABLE REGULATIONS:**

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding PS uses and requirements.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as single and multi-family residential.

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from Normandy Blvd.

#### **D. UTILITIES:**

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

#### **E. ANALYSIS:**

1. Chad Clatterbuck, on behalf of Charles R. Clatterbuck GST Exempt Trust, has submitted a request for site plan approval for Lots 3A and 3B, Normandy Hills, for the purpose of multi-family residential development.

2. The area currently has RG-20-PS (General Residential, 2,000 Square Foot, Planning Subdivision) zoning. The intent of the RG-20 district is to permit moderately high-density development, and other uses that are typical and compatible in the operation of apartment houses.

The -PS overlay is typically utilized in multi-family development. The intent is to encourage the creative design of new living areas. Additionally, it allows for modifications in the platting of lots and the siting of buildings.

3. The proposal consists of 90 apartment units in three buildings, along with four garage structures. The units are a mix of 25 one-bedroom, 55 two-bedroom, and 10 three-bedroom apartments.

4. The site plan shows 149 standard parking stalls and six (6) ADA parking stalls for a total of 155 stalls. It also shows 29 garage spaces for a total of 184 parking spaces. The ordinance requires a minimum of 180 parking stalls.

5. The applicant is proposing a 1,200-square-foot gym with traditional exercise equipment for strength training and cardio, designated areas for Pilates and yoga,

and miscellaneous equipment such as mats, balance balls, and resistance bands for floor exercise as amenities for its residents. Additional amenities will include two outdoor picnic areas with tables and a pergola-type shade structure.

6. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

7. The proposed buildings will need to meet the requirements of Section 8.12, Zoning Ordinance, regarding design standards. Compliance with this will be reviewed at such time as a building permit is submitted.

8. 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 GIS/911, Sarpy County Public Works, Sarpy County Planning Director/designee, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and stated if the requested department did not have comments pertaining to the application, no response was needed.

John Krager, Public Works Engineer, requested technical revisions to the site plan, site grading plan, and utilities plan. The applicant's engineer has addressed Mr. Krager's concerns.

The city contracted JEO engineer requested minor revisions to the Hydraulics and Hydrology Report. The engineer is comfortable with the report as submitted and revised.

Sarpy County GIS/911 had comments pertaining to addressing, which will be utilized during the building permit process.

No other comments were received on this case.

9. Per the site plan, the developer is constructing a public sidewalk along the improved section of Normandy Blvd.

10. The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

11. This request is in conformance with the Comprehensive Plan, abutting existing multi-family residential to the west.

#### **F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

1. Vicinity Map/Zoning Map
2. 2024 GIS aerial photo of the property
3. Site plan received April 14, 2025
4. Landscape plan received April 17, 2025
5. Justification letter from Fortino Ramirez received February 24, 2025

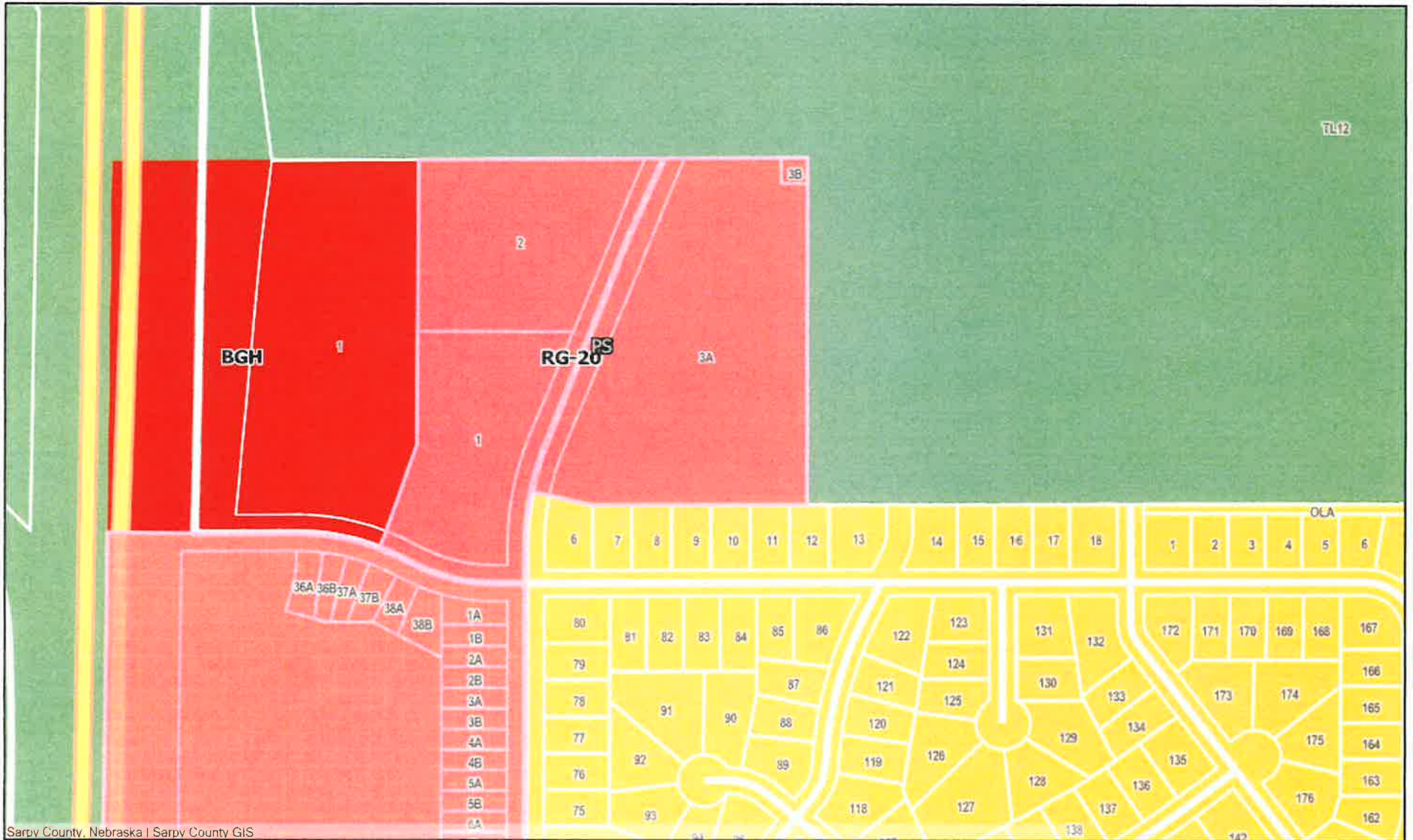
**VII. COPIES OF REPORT TO:**

1. Charles R. Clatterbuck GST Exempt Trust (Chad Clatterbuck)
2. Hill-Farrell Associates, Inc. (Doug Hill) (Fortino Ramirez)
3. Public Upon Request

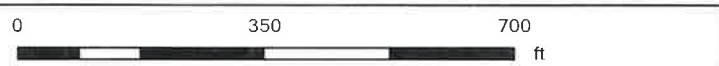
  
Assistant Planning Manager

  
Planning Director                      Date of Report 05/13/25

# Whiterock Apartments



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 4091

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



# Whiterock Apartments



Sarpy County GIS



Map Scale 1: 4091

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







February 21, 2025

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

**Re: Lots 3A and 3B Normandy Hills, City of Bellevue, NE – Request for Site Plan Approval  
Justification Letter**

To whom it may concern:

This letter is in support of the application to approve the proposed site plan to construct 90 apartment units within lots 3A and 3B of the Normandy Hills Addition within the City of Bellevue, Nebraska.

Having a size of 5.61 acres, lots 3A and 3B are located approximately 200 feet south of the Normandy Boulevard and Grenoble Drive intersection within RG-20, General Residential Zoning. The proposed apartment development is consistent with the requirements of the current zoning and permitted usages. No requests for change of zoning are being made at this time.

Together with the construction of 90 apartment units the development includes the following:

- a. Construction of a new 1,200 square foot gym and leasing office.
- b. Internal driveways to accommodate adequate circulation, fire access and parking,
- c. Utility connections, including stormwater mitigation as required by the City of Bellevue,
- d. Construction of public sidewalk along the frontage with Normandy Blvd.,
- e. Provide evergreen landscaping to buffer the less intensive RS-72 zoning along the south property limits.

The proposed development and application are consistent with Zoning Ordinance No. 4146 of the City of Bellevue. We respectfully request the site plan is approved as submitted.

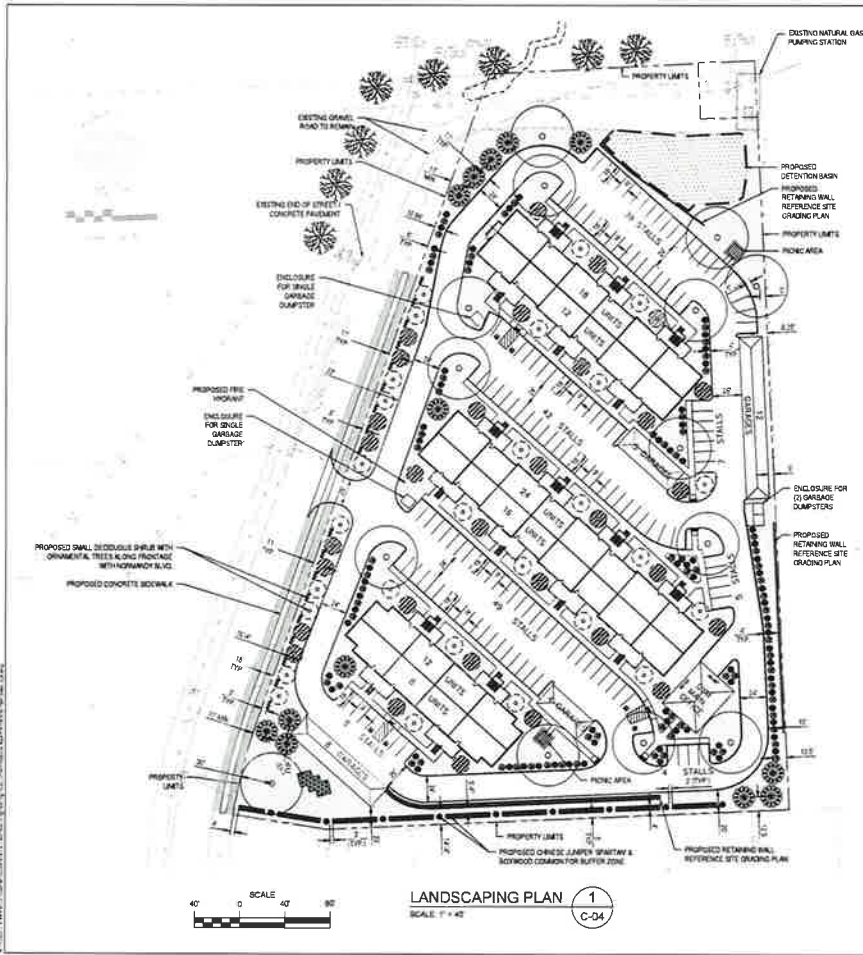
Should you need additional information, please do not hesitate to contact me by e-mail [fortinor@gombocenghub.com](mailto:fortinor@gombocenghub.com) or by phone at (402) 216-7716.

Sincerely,



Fortino Ramirez, PE  
Civil Engineer

*[Faint handwritten signature]*  
**FEB 24 2025**  
**PLANNING DEPT.**



- LEGEND**
- SUN/GLOW SEED FERTILIZER (1 LBS. OF GLOW SEEDS APPLIED AT 1 LBS. OF LVS. SEED PER 1,000 SQ. FT. APPL. RATE IS 970 SQ. FT.)
  - PLANT LARGE EVERGREEN TREE
  - EXISTING TREE AREA TO BE PROTECTED IN PLACE
  - RAIN GARDEN PLANTING INTENDED FOR CONTINUOUS FLOODING
  - PLANT SEMI-DECIDUOUS ORNAMENTAL TREE
  - PLANT PRAIRIE GOLDEN AEREN ORNAMENTAL TREE
  - PLANT DECIDUOUS TREE
  - PLANT REGEN SERVICEBERRY (SHRUB)
  - PLANT BIRCH LEAF SPRUCE (SHRUB)
  - PLANT CONIFEROUS SHRUB TO ACHIEVE CONTINUOUS HEDGE, 3' TALL
  - PLANT SMALL EVERGREEN TREE
  - PLANT JUNIPER CREEPING
  - PLANT SMALL DECIDUOUS SHRUB

**LANDSCAPE SCHEDULE**

QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE AT TIME OF PLANTING	PLANTING METHOD	SPACING	MATURE SPREAD	MATURE HEIGHT
<b>LARGE EVERGREEN TREE</b>							
13	PICEA PLUNGENS VAR. GLAUCA	COLORADO BLUE SPRUCE VARIETIES 'HOOPS' OR 'REBEL' FOOTBALL	4 FT TALL	BAR	20' O.C.	20'	+25'
<b>SMALL EVERGREEN TREE</b>							
8	JUNIPERUS CHINENSIS	CHINESE JUNIPER VARIETY 'SPARTAN'	4 FT TALL	BAR	50' O.C.	3'	+20'
<b>DECIDUOUS TREE</b>							
14	QUERCUS TRIANGULOIDES VAR. INERMIS	THORNLESS HONEYLOCUST	7" CALIPER	BAR	PER PLAN	55'	+45'
<b>SMALL DECIDUOUS SHRUB</b>							
54	SYMPHORICARPOS ORSICULATUS	CORALBERRY	2 GAL.	CONT.	30' O.C.	4'	2'
<b>ORNAMENTAL TREE</b>							
27	AVELANCHER V. ORNATA	SERVICEBERRY	2" CALIPER	BAR	PER PLAN	20'	+20'
31	POPULUS TREMULOIDES	PRINCE OF WALES YEW	2" CALIPER	BAR	PER PLAN	20'	+40'
<b>DECIDUOUS SHRUBS</b>							
88	AVELANCHER ALBIFOLIA VARIETY 'SILVER ICE'	RESISTANT SERVICEBERRY	2 GAL.	CONT.	30' O.C.	3'	3'
66	BETULLEA PULCHRA	BIRCH LEAF SPRUCE	2 GAL.	CONT.	30' O.C.	3'	3'
<b>CONIFEROUS SHRUBS</b>							
135	BUXUS SEMPERVIRENS	BUXWOOD COMMON	2 GAL.	CONT.	30' O.C.	4'	5'
1	JUNIPERUS CREEPING	JUNIPER COMMON	2 GAL.	CONT.	10' O.C.	10'	12'

**STREET FRONTAGE REQUIREMENTS:**  
 TREES PLANTED ON STREET FRONTAGE SHALL BE 10' TALL AT TIME OF PLANTING. PLANTING SHALL BE 10' FROM CURB TO 10' FROM PROPERTY LINE. PLANTING SHALL BE 10' FROM CURB TO 10' FROM PROPERTY LINE. PLANTING SHALL BE 10' FROM CURB TO 10' FROM PROPERTY LINE.

**PARKING LOT REQUIREMENTS:**  
 TREES PLANTED IN PARKING LOT SHALL BE 10' TALL AT TIME OF PLANTING. PLANTING SHALL BE 10' FROM DRIVEWAY TO 10' FROM DRIVEWAY. PLANTING SHALL BE 10' FROM DRIVEWAY TO 10' FROM DRIVEWAY. PLANTING SHALL BE 10' FROM DRIVEWAY TO 10' FROM DRIVEWAY.

**INTERIOR PLANTING REQUIREMENTS:**  
 TREES PLANTED IN INTERIOR SHALL BE 10' TALL AT TIME OF PLANTING. PLANTING SHALL BE 10' FROM DRIVEWAY TO 10' FROM DRIVEWAY. PLANTING SHALL BE 10' FROM DRIVEWAY TO 10' FROM DRIVEWAY. PLANTING SHALL BE 10' FROM DRIVEWAY TO 10' FROM DRIVEWAY.

**GOMBOC ENGINEERING HUB, L.L.C.**  
 Fort Worth, Texas  
 (817) 316-7718

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PROFESSIONAL ENGINEER

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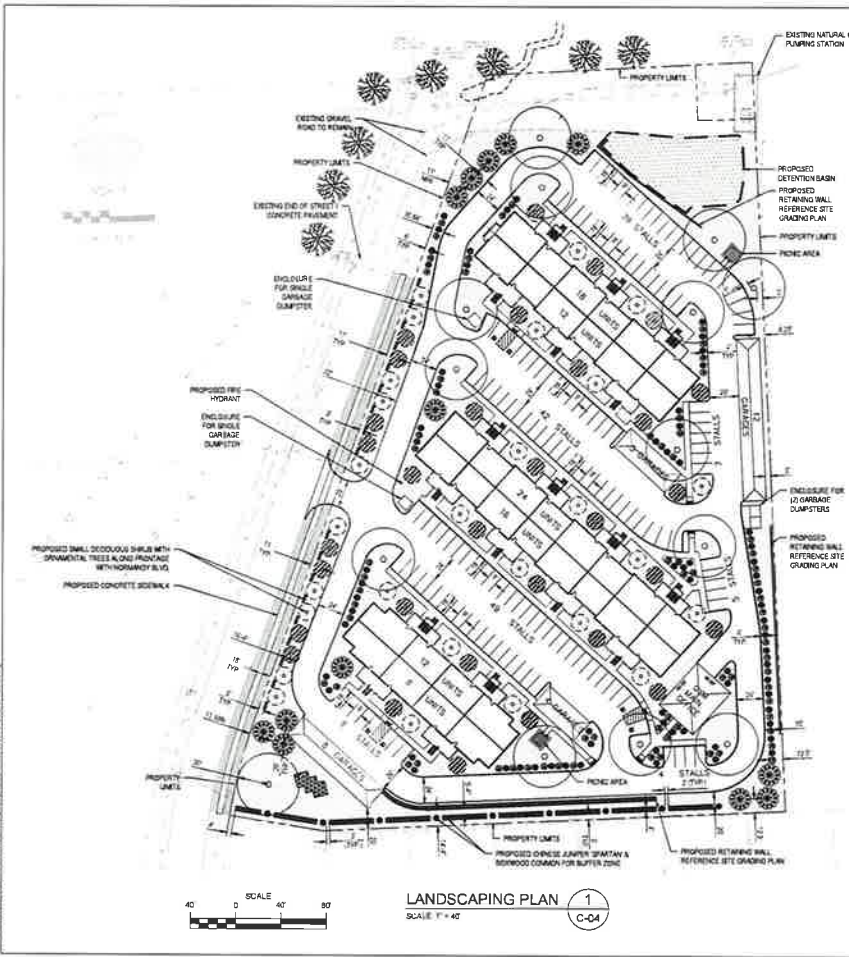
WHITESTONE APARTMENTS  
 GREENBRIER AND WINDY BLVD.  
 BELLEVUE, NE 68122

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SCALE: 1" = 40'

**C-04**

SHEET NO. 04 OF 06



**LEGEND**

- TRAFFIC SIGN, BEST TYPE A, WITH COPY OF SIGNAGE SPECIFIED AT 12.15.15 OF UMC SEC'D PER 1.201.07, APPROX 85.00 SQ. FT.
- PLANT LARGE EVERGREEN TREE
- EXISTING TREE AREA TO BE PROTECTED IN PLACE
- RAIN GARDEN PLANTING INTENDED FOR CONTINGENT FLOODING
- PLANT SERVICEBERRY ORNAMENTAL TREE
- PLANT PRINCE GOLDEN ASPEN ORNAMENTAL TREE
- PLANT DECIDUOUS TREE
- PLANT REGENT SERVICEBERRY (SHRUB)
- PLANT BRICKLAF SPIREA (SHRUB)
- PLANT CONTINGENT SHRUB TO ACHIEVE CONTINGENT HEDGE 8' TALL
- PLANT SMALL EVERGREEN TREE
- PLANT JUNIPER CREeping
- PLANT SMALL DECIDUOUS SHRUB

**LANDSCAPE SCHEDULE**

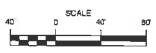
QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE AT TIME OF PLANTING	PLANTING METHOD	SPACING	MATURE SPREAD	MATURE HEIGHT
<b>LARGE EVERGREEN TREE</b>							
13	PICEA PUNGENS 'NANA GLAUCA'	COLOMADO BLUE SPRUCE VARIETIES "HOOPSII" OR "TULLI FOKKAL"	4FT TALL	B&B	20' O.C.	20'	<25'
<b>SMALL EVERGREEN TREE</b>							
8	JUNIPERUS CHINENSIS	CHINESE JUNIPER VARIETY "SPARTAN"	4FT TALL	B&B	50' O.C.	5'	<20'
<b>DECIDUOUS TREE</b>							
14	QUERCUS	THORNLESS HONEYLOCUST	2" CALIPER	B&B	PER PLAN	55'	40'
<b>SMALL DECIDUOUS SHRUB</b>							
54	SYMPHORICARPOS ORBICULATUS	CORALBERRY	2" GAL.	CONT.	10' O.C.	4'	2'
<b>ORNAMENTAL TREE</b>							
27	AMELANCHIER E. GRANDIFLORA	SERVICEBERRY	2" CALIPER	B&B	PER PLAN	20'	<25'
31	POPULUS TREMULOIDES	PRINCE GOLDEN ASPEN	2" CALIPER	B&B	PER PLAN	20'	40'
<b>DECIDUOUS SHRUB</b>							
69	AMELANCHIER ALPINOIDA RECENT	REGENT SERVICEBERRY	2" GAL.	CONT.	36' O.C.	5'	5'
68	BETULA PULCHRA TOR	BRICKLAF SPIREA	2" GAL.	CONT.	36' O.C.	3'	3'
<b>CONIFEROUS SHRUB</b>							
136	BUXUS SEMPERVIRENS	BORNMIDD COMMON	2" GAL.	CONT.	30' O.C.	4'	6'
1	JUNIPER CREeping	JUNIPERUS HORIZONTALIS	2" GAL.	CONT.	10' O.C.	12"	12"

**STREET FRONTAGE REQUIREMENTS:**  
 TREE PLANTING: 10' MIN. CLEARANCE OF ALL SIDES  
 MINIMUM: 4' MIN. CLEARANCE FROM SIDEWALK  
 SIGNAGE: 12" MIN. APPROX. TO SIDEWALK, 12" MIN. TO CURB, 12" MIN. TO DRIVEWAY  
 MINIMUM: 12" MIN. TO SIDEWALK, 12" MIN. TO DRIVEWAY

**MULTI-SPECIFIC REQUIREMENTS:**  
 TREE PLANTING: 10' MIN. CLEARANCE OF ALL SIDES  
 MINIMUM: 4' MIN. CLEARANCE FROM SIDEWALK  
 SIGNAGE: 12" MIN. APPROX. TO SIDEWALK, 12" MIN. TO CURB, 12" MIN. TO DRIVEWAY  
 MINIMUM: 12" MIN. TO SIDEWALK, 12" MIN. TO DRIVEWAY

**PARADE LOT REQUIREMENTS:**  
 FULLY 10' MIN. APPROX. TO SIDEWALK, 12" MIN. TO CURB, 12" MIN. TO DRIVEWAY  
 MINIMUM: 4' MIN. CLEARANCE FROM SIDEWALK  
 SIGNAGE: 12" MIN. APPROX. TO SIDEWALK, 12" MIN. TO CURB, 12" MIN. TO DRIVEWAY  
 MINIMUM: 12" MIN. TO SIDEWALK, 12" MIN. TO DRIVEWAY

**EVERGREEN PLANTING REQUIREMENTS:**  
 TO BE PLANTED IN ALL AREAS AT 12" MIN. APPROX. TO SIDEWALK, 12" MIN. TO CURB, 12" MIN. TO DRIVEWAY  
 MINIMUM: 12" MIN. TO SIDEWALK, 12" MIN. TO DRIVEWAY



**LANDSCAPING PLAN 1**  
 SCALE 1" = 40'  
**C-04**

**GOMBOC ENGINEERING HUB, L.L.C.**  
 Full-time Registration No. 0023167718

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PROFESSIONAL ENGINEER

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WHITESTONE APARTMENTS  
 GRENBLE DR. & NORMANDY BLVD.  
 BELLEVUE, NE 68123

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DATE: 04/20/2024  
 TIME: 10:00 AM  
 DRAWN BY: J. GOMBOC  
 CHECKED BY: J. GOMBOC  
 SHEET TITLE: LANDSCAPE PLAN  
 SHEET NO.: C-04 OF 06



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14b.  
5/20/25

COUNCIL MEETING DATE: May 20, 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 to amend the Future Land Use Map of the Comprehensive Plan to adjust for Offutt AFB boundaries.  
Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The city is requesting to amend its recently approved Future Land Use Map in order to accurately reflect the current boundary of Offutt AFB.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT 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. Staff report | 2. Future Land Use Map | 3. |
| 4.              | 5.                     | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Donna Phillips*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 185

CITY COUNCIL HEARING DATE: May 20, 2025

REQUEST: to amend the Future Land Use Map of the Comprehensive Plan to adjust for Offutt AFB boundaries.

On April 24, 2025, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** of the updated Future Land Use Map of the Comprehensive Plan to accurately reflect Offutt AFB boundaries.

### VOTE:

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

Planning Commission Hearing (s) was held on: April 24, 2025



We Influence The World!

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

**To:** City Council  
Jim Ristow, City Administrator  
Mayor Rusty Hike  
**From:** Tammi Palm, Planning Director  
**Date:** May 13, 2025  
**Subject:** Future Land Use Map Amendment

The Future Land Use Map was recently adopted as part of the Comprehensive Plan Update in December 2024. After its adoption, staff realized one of the Offutt Air Force Base boundaries along S. 25<sup>th</sup> Street was inaccurate. Additionally, Offutt recently obtained property on the east side of the Base adjacent to Paradise Park to increase their footprint. The updated attached map reflects both revisions.

**PLANNING DEPARTMENT RECOMMENDATION:**

The Planning Department recommends APPROVAL of the updated Future Land Use Map of the Comprehensive Plan to accurately reflect Offutt AFB boundaries.

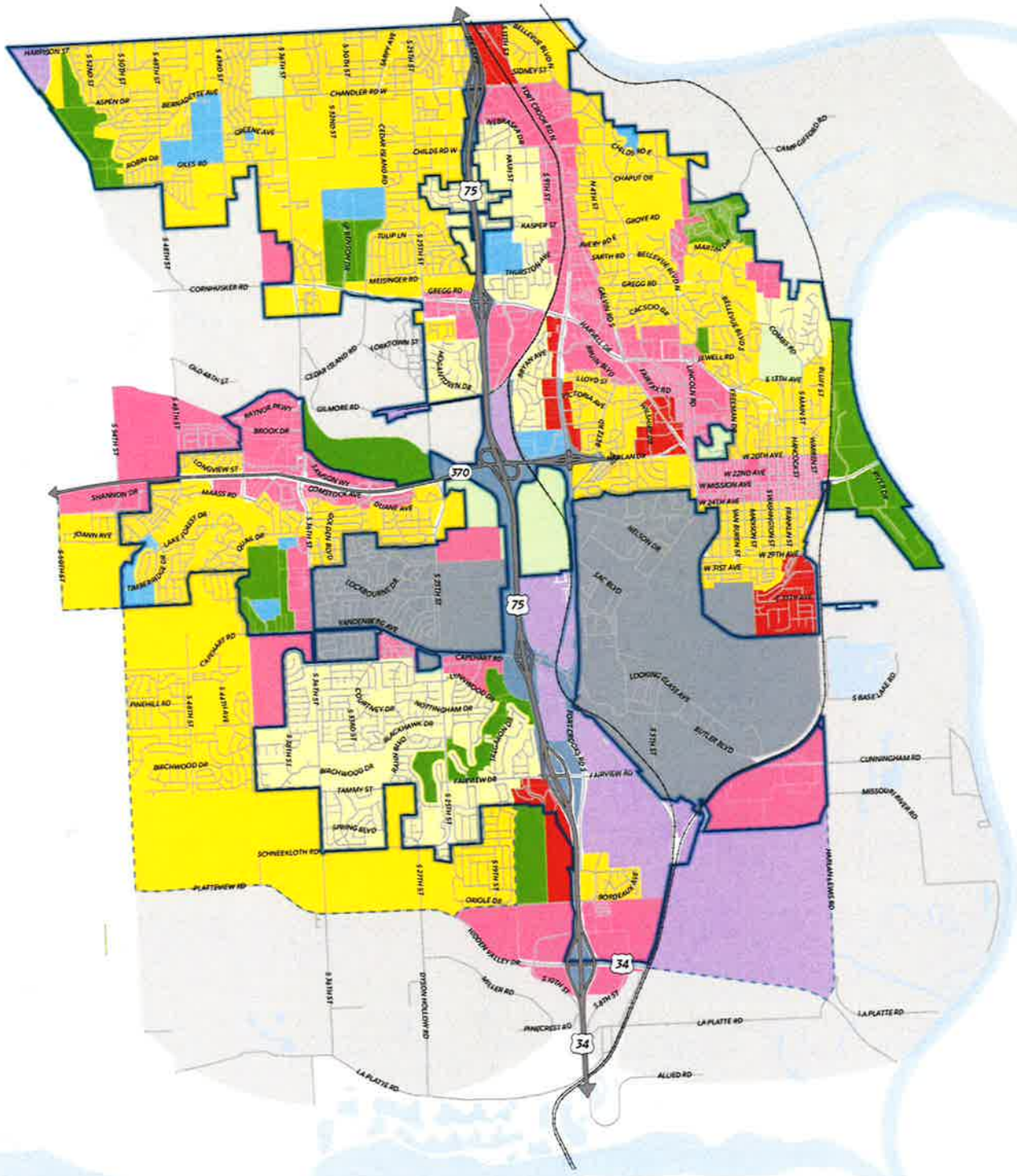
**PLANNING COMMISSION RECOMMENDATION:**

The Planning Department recommends APPROVAL of the updated Future Land Use Map of the Comprehensive Plan to accurately reflect Offutt AFB boundaries.

# FUTURE LAND USE FRAMEWORK



Data Sources: Sarpy County, Urban Footprint, and Olsson Studio

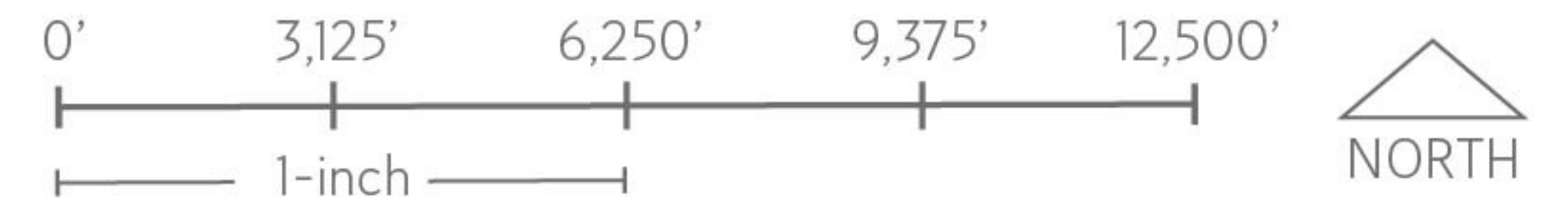


## LAND USE

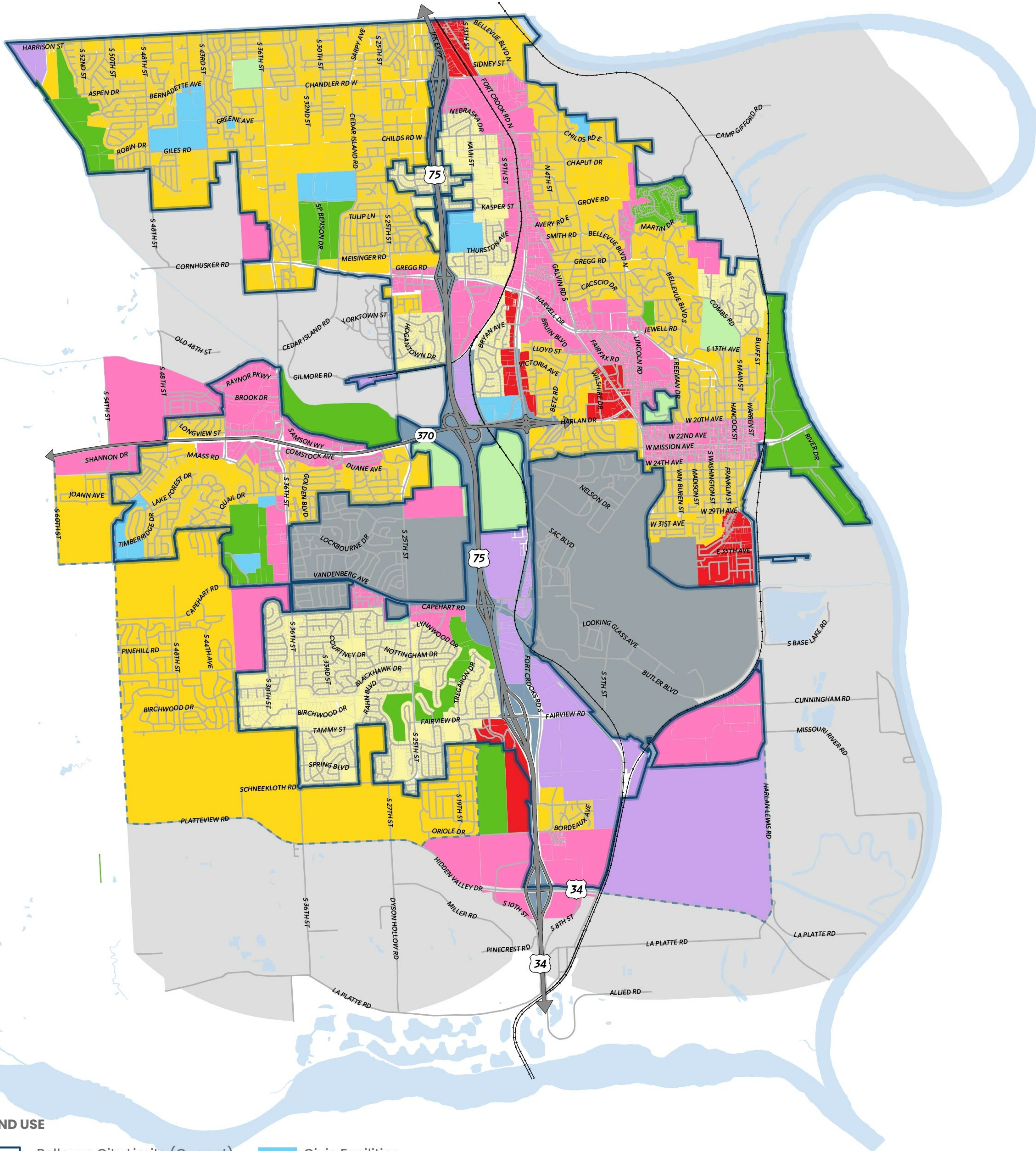
- |                                  |                                |
|----------------------------------|--------------------------------|
| Bellevue City Limits (Current)   | Civic Facilities               |
| Annexation Area                  | Commercial                     |
| Open Space                       | Industrial                     |
| Parks and Recreation             | Mixed Use                      |
| Single Family Residential        | Transportation/Utilities       |
| Single / Multifamily Residential | Offutt Air Force Base Property |



# FUTURE LAND USE FRAMEWORK



Data Sources: Sarpy County, Urban Footprint, and Olsson Studio



## LAND USE

- |                                  |                                |
|----------------------------------|--------------------------------|
| Bellevue City Limits (Current)   | Civic Facilities               |
| Annexation Area                  | Commercial                     |
| Open Space                       | Industrial                     |
| Parks and Recreation             | Mixed Use                      |
| Single Family Residential        | Transportation/Utilities       |
| Single / Multifamily Residential | Offutt Air Force Base Property |



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**15a.**  
**5/20/25**

COUNCIL MEETING DATE: May 20, 2025		SUBMITTED BY: Dave Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Resolution and Construction Engineering Supplemental Agreement #3, 36th Street, N-370 - Sheridan (MAPA-5061(5), CN 22276)

SYNOPSIS/BACKGROUND:

On November 17, 2020, the City of Bellevue executed an agreement with Olsson for Construction Engineering Services for the 36th Street, N-370 - Sheridan Rd Project (MAPA-5061(5), CN 22276). On April 16, 2024, the City executed Supplemental Agreement #1 in the amount of \$24,200.00. On March 18, 2025, the City executed Supplemental Agreement #2 in the amount of \$15,150.00. Supplemental Agreement #3 provides for completion of an Environmental Baseline Survey, which is required to obtain a grant of permanent easement from the Department of Defense for the project. This project is an 80/20 split with the Nebraska Department of Transportation. The City's 20% share is not to exceed \$4,950.00.

FISCAL IMPACT: \$4,950.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Construction Engineering Services Agreement - Supplement #3

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th Street, N-370 - Sheridan Rd, MAPA 5061(5), CN 22276

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

CIP PROJECT NAME: South 36th Street CIP PROJECT NUMBER: ST 25(5)

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

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

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and Supplement No. 3 to the Olsson CE Agreement not to exceed \$24,750.00.

ATTACHMENTS:

1. Resolution
2. Supplement No. 3
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Wilkie*  
*[Signature]*  
*[Signature]*

Agreement No.	BK2064-003
Effective (NTP) Date	3/14/2025
Supplement Amount	\$24,750.00
Total Agreement Amount	SRC \$2,180,400.00

## SERVICES AGREEMENT SUPPLEMENT NO. 3

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

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

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on November 17, 2020; Supplemental Agreement #1 executed by LPA on April 16, 2024; and Supplemental Agreement #2 executed by LPA on March 18, 2025 for Consultant to provide Construction Engineering services for LPA's project, and

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

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

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

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

### **SECTION 1. SCOPE OF SERVICES**

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

### **SECTION 2. NOTICE TO PROCEED AND COMPLETION**

- 2.1 State, on behalf of LPA, issued Consultant a written Notice-to-Proceed on March 14, 2025. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by June 30, 2025.

### **SECTION 3. FEES AND PAYMENTS**

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

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Agreement Amount</u>	
\$ 2,071,898.81	\$ 23,605.00	\$2,095,503.81	For actual direct labor costs
\$ 83,751.19	\$ 1,145.00	\$84,896.19	For direct expenses
\$2,155,650.00	\$24,750.00	\$2,180,400.00	Total agreement amount

\*includes all prior supplements

**SECTION 4. CONFIDENTIAL INFORMATION**

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

**SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION**

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

**SECTION 6. CERTIFICATION BY LPA**

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

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

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

**SECTION 7. ENTIRE AGREEMENT**

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





**Exhibit "A"**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
**for**

**Project Name: 36<sup>th</sup> Street, Bline To Sheridan**  
**Project Number: MAPA-5061(5)**  
**Control Number: 22276**

**A. PROJECT DESCRIPTION**

This scope provides for project management efforts, as well as a re-evaluation of the Environmental Baseline Survey for the DOD easement process.

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

**D. CONSULTANT SHALL PROVIDE**

1. Project Management and Coordination.

1.1 The coordination efforts between NDOT, City of Bellevue, and Department of Defense, associated with the EBS efforts.

15. Environmental Baseline Survey.

15.1 Complete an Environmental Baseline Survey (EBS) for the 36th Street Widening - Department of Defense (DOD) Property Right-of-Way (ROW) located along the east side of South 36th Street, beginning approximately 160 feet north of Leawood Drive and ending approximately 400 feet north of Lockbourne Drive, in Bellevue, Sarpy County, Nebraska (hereinafter referred to as the "Property"). The EBS will be completed in conformance with the scope and limitations of American Society of Testing Materials (ASTM) Practice D6008-24, Standard Practice for Conducting Environmental Baseline Surveys and ASTM D5746-24, Standard Classification of Environmental Condition of Property Area Types, Including Explosives Safety for Federally-Owned Real Property.

Per ASTM D6008-24, the purpose of the EBS is to classify the Property based on the eight standard Environmental Condition of Property (ECP) Area Types listed below. In accordance with the policies of federal landholding agencies and federal real property disposal regulations, the purpose of ECP is to identify property on which any hazardous substance or petroleum product was stored for one year or more (at quantities above the reportable quantity listed in 40 CFR 302.4); to document the obviousness of the presence or likely presence of a release or threatened release of any hazardous substance or petroleum product on the federal property; and use this information to classify the property in accordance with ASTM D5746.

- Type 1 – An area where no release, or disposal of hazardous substances or petroleum products has occurred, including no migration of these substances from adjacent properties.
- Type 2 – An area where only release or disposal of petroleum products has occurred.
- Type 3 – An area where the release, disposal, or migration, or some combination thereof, of hazardous substances has occurred, but at concentrations that do not require removal or remedial action.
- Type 4 – An area where the release, disposal, or migration, or some combination thereof, of hazardous substances has occurred and all remedial actions necessary have been taken.
- Type 5 – An area where the release, disposal, or migration, or some combination thereof, of hazardous substances has occurred and removal or remedial actions are underway, but all required remedial action has not yet been taken.
- Type 6 – An area where the release, disposal, or migration, or some combination thereof, of hazardous substances has occurred, but required response actions have not yet been initiated.
- Type 7 – Areas that are unevaluated or that require additional evaluation.

- Type 8 – An area where the release, disposal, or migration, or some combination thereof, of hazardous substances or emerging contaminants of environmental concern has likely occurred, but response actions either (1) have not yet been determined, or (2) are being managed under the auspices of an Applicable or Relevant and Appropriate Requirements (ARAR) (such as a federal or state health advisory, or other federal regulatory program, such as the Toxic Substances Control Act).

Note: To satisfy ASTM D6008-24 Section 11, the Property will be visually and physically inspected.

The EDR Premium Package supplies the following database information:

- City Directories – Per ASTM 6008-24 Section 11.3.3.1(2), 11.4.2.2, 11.4.3
- Historical Aerial Maps – per ASTM 6008-24 Section 9
- Historical Topographic Maps – per ASTM 6008-24 Section 7.2.1.1
- Historical Sanborn Maps (fire insurance maps) – to aid in ATM 6008-24 Section 11, Section 11.3.3.1(2)
- Report/Chain of Title – per ASTM 6008-24 Section 7.2.4 and to satisfy CERCLA 120(h)(4)(A)(ii)
- Radius Map Report which supplies all regulatory database searches – To satisfy ASTM 6008-24 Section 8 – see 8.2.2.2 for a comprehensive list of the databases that are needed to be researched.
- Vapor Encroachment Screening Tool – To satisfy CERCLA 120(h)(4)(A)(i)

Deliverable: Submittal of the EBS will be electronically in PDF format.

### **ASSUMPTIONS**

- Continued Viability of Environmental Baseline Survey—An ECP meeting or exceeding this practice and completed less than 180 days prior to the date of a subsequent use is presumed to be valid for that use. An ECP not meeting or exceeding this practice or completed more than 180 days previously may be used to the extent allowed by 4.6 – 4.6.5 of ASTM D6008-24.
- The Property transaction will occur within 180 days of initiating the Phase I ESA. If Property transaction occurs after 180 days, an update is required to obtain LLPs, at an additional cost.
- User questionnaires and owner questionnaires will be returned to Olsson within approximately 1 week after NTP.
- The Property is accessible within approximately 1 week after NTP.

### **TASK LIMITATIONS**

- Users of this practice should note that, while many of the elements of an ECP are performed in a manner consistent with other “due diligence” functions, an ECP is not prepared to satisfy a purchaser of real property’s duty to conduct “all appropriate inquiries”, as defined by 40 CFR 312, to establish an “innocent landowner defense” to CERCLA 10 liability. Any such use of any ECP by any party is outside the control of the federal agencies and beyond the scope of any ECP. No warranties or representations are made by any federal agency its employees, or contractors that any ECP report satisfies any such requirement for any party.
- In conducting the EBS, Olsson will not investigate certain matters, even preliminarily, which are considered to be beyond the scope of a EBS as listed in ASTM D6008-24.
- Sampling and analysis, and business environmental risk evaluation are not included.
- In conducting the EBS, Olsson will review regulatory records and historical sources which are “reasonably ascertainable” as mandated by ASTM D5746-24 and ASTM D6008-24. Generally, the standard considers information sources to be reasonably ascertainable if they can be obtained without extraordinary effort or delay. It is possible, therefore, that Olsson’s research, while fully appropriate and in compliance with the ASTM Practice, fails to indicate the existence of important information which may alter the conclusions presented in this report. Olsson cannot and does not accept responsibility for failure to consider information which was not “reasonably ascertainable” at the time the assessment was conducted.
- The conclusions presented in the EBS report are qualified and limited by the fact that certain indicators of the presence of hazardous materials may have been latent at the time of the site reconnaissance. Olsson cannot and does not accept responsibility for latent conditions, which may, subsequent to the site reconnaissance, become apparent in light of changed circumstances.
- In accordance with ASTM D5746-24 and ASTM D6008-24, the EBS report will be viable for 180 days after the earliest of the following: interviews (questionnaires) with owners, operators, and occupants; searches for recorded environmental cleanup liens (including the date of the Title Commitment); generation of the environmental database report; government record reviews, visual reconnaissance; and signature of the environmental professional. A Phase I ESA update would be required to provide reliance or obtain liability protections after expiration of the Phase I ESA.

**E. SCHEDULE**

1. Anticipated EBS completion: 10 weeks following NTP
2. Anticipated Project Completion: 06/30/2025

**SRC Billing Rates**

**Construction Engineering**

Date: March 4, 2025

Consultant: Olsson

**SRC Billing Rates Calculated based on:**

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

**Weighting**

100%

Period 1:	NTP through:	<u>January 15, 2026</u>
Period 2:	Labor beginning:	<u>January 16, 2026</u>
Period 3:	Labor beginning:	<u>January 16, 2027</u>
Period 4:	Labor beginning:	<u>January 16, 2028</u>
100% of work estimated during each period		

**SRC BILLING RATE per employee**

New Employee Multiplier = **3.20**

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
<b>Principal</b>						
Tony Baumert	\$84.62	\$272.00	\$280.00	\$288.00		100%
Weighted Rate For Calculating Contract Max:	\$272.00					
<b>Project Manager</b>						
Tony Egelhoff	\$82.45	\$265.00	\$273.00	\$281.00		100%
Weighted Rate For Calculating Contract Max:	\$265.00					
<b>Technical Expert</b>						
Jason Byler	\$75.22	\$241.00	\$248.00	\$255.00		100%
Weighted Rate For Calculating Contract Max:	\$241.00					
<b>Associated Project Manager</b>						
Bria Weast	\$67.31	\$216.00	\$222.00	\$229.00		100%
Weighted Rate For Calculating Contract Max:	\$216.00					
<b>Senior Scientist</b>						
Amy Cherko	\$75.00	\$241.00	\$248.00	\$255.00		100%
Weighted Rate For Calculating Contract Max:	\$241.00					
<b>Scientist</b>						
Rachael Reis	\$40.06	\$129.00	\$133.00	\$137.00		100%
Weighted Rate For Calculating Contract Max:	\$129.00					
<b>Assistant Engineer</b>						
Weighted Rate For Calculating Contract Max:						
<b>Administrative</b>						
Jessica Mathis	\$31.25	\$100.00	\$103.00	\$106.00		50%
Heidie Stock	\$29.00	\$93.00	\$96.00	\$99.00		50%
Weighted Rate For Calculating Contract Max:	\$96.50					
Weighted Rate For Calculating Contract Max:						

**Consultant's Estimate of Hours** **Construction Engineering**

Project Name: 36th Street Bline to Sheridan  
 Consultant: Olsson  
 Consultant PM: Tony Egelhoff  
 NDOT PC: Mike Fox  
 Date: March 4, 2025

Project Number: MAPA-5061(5)  
 Control Number: 22276

TASKS	PERSONNEL CLASSIFICATIONS									
	PR	PM	TECH	APM	SENV	ENV	AENG		ADM	Total
<b>1. Project Management &amp; Coordination</b>	1	5								6
1.1 Project Management	1	5								6
1.2 Plan and Spec review, project setup										
<b>2. Meetings</b>										
<b>3. Traffic Control Plan</b>										
<b>4. SWPPP Inspections/Manual Updates</b>										
<b>5. Construction Survey/Staking</b>										
<b>6. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b>										
<b>7. Girder Shim Surveying (Bridge Projs Only)</b>										
<b>8. Perform Bearing Calculations</b>										
<b>9. Construction Inspection</b>										
<b>10. Perform Material Sampling and Testing</b>										
<b>11. As-Built Drawings</b>										
<b>12. Final Inspections</b>										
<b>13. Project Closeout</b>										
<b>15. Environmental Baseline Survey</b>			5	77	5	20			4	111
15.1. Report			5	60	5	16			4	90
Site Visit				13						13
Additional File Review				4		4				8
<b>Total Days</b>	0.13	0.63	0.63	9.63	0.63	2.5			0.5	15
<b>Total Hours</b>	1	5	5	77	5	20			4	117.0



<b>Project Cost &amp; Breakdown</b>	<b>Construction Engineering</b>
-------------------------------------	---------------------------------

Project Name: 36th Street Bline to Sheridan	Project Number: MAPA-5061(5)
Consultant: Olsson	Control Number: 22276
Consultant PM: Tony Egelhoff	
NDOT PC: Mike Fox	
Date: March 4, 2025	

LABOR COSTS			
Classification	Hours	2024 Rate	Amount
Principal	1	\$272.00	\$272.00
Project Manager	5	\$265.00	\$1,325.00
Technical Expert	5	\$241.00	\$1,205.00
Associated Project Manager	77	\$216.00	\$16,632.00
Senior Scientist	5	\$241.00	\$1,205.00
Scientist	20	\$129.00	\$2,580.00
Assistant Engineer			
Administrative	4	\$96.50	\$386.00
	117	<b>Subtotal</b>	<b>\$23,605.00</b>

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	\$200.00
Lodging/Meals:	\$247.00
Other Miscellaneous Costs:	\$698.00
<b>Subtotal</b>	<b>\$1,145.00</b>

TOTAL PROJECT COSTS	Amount
Labor Costs	\$23,605.00
Direct Expenses	\$1,145.00
<b>TOTAL COST</b>	<b>\$24,750.00</b>

LABOR COST BY MAJOR TASKS	Direct Labor	Amount
	\$1,597.00	\$1,597.00

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2064-003

City of Bellevue

Resolution No. 2025.08

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

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

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

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

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

NDOT Project Number: MAPA-5061(5)

NDOT Control Number: 22276

NDOT Project Description: 36<sup>th</sup> St., N-370-Sheridan Rd., Bellevue

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of City of Bellevue, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 20, 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:

Nebraska Department of Transportation Maintenance Agreement No. 5 and Certificate of Compliance for calendar year 2024

SYNOPSIS/BACKGROUND:

Yearly renewal of Maintenance Agreement between the City and the Nebraska Department of Transportation for the reimbursement in the amount of \$20,787.20 for the maintenance of state highways in the city limits for the calendar year of 2025. Certificate of Compliance for calendar year 2024

FISCAL IMPACT:: \$20,787.20 (revenue) BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: NDOT	INTERLOCAL AGREEMENT: No
CONTRACT DESCRIPTION: Maintenance Agreement No. 5		
CONTRACT EFFECTIVE DATE: January 1	CONTRACT TERM: One Year	CONTRACT END DATE: December 31
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: No
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER: 10-15-4033	

RECOMMENDATION:

City Council to approve and authorize Mayor to sign Maintenance Agreement No. 5 and Certificate of Compliance between City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$20,787.20

ATTACHMENTS:

- |                                |                              |    |
|--------------------------------|------------------------------|----|
| 1. Maintenance Agreement No. 5 | 2. Certificate of Compliance | 3. |
| 4.                             | 5.                           | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*David Goedeken*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# NEBRASKA

Good Life. Great Journey

DEPARTMENT OF TRANSPORTATION

# AGREEMENT RENEWAL

Maintenance Agreement No. 5- QE2229 S3  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Bellevue  
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. 5 described above be renewed for the period January 1, 2025 to December 31, 2025.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST: City of Bellevue

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*

# NEBRASKA

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DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: Bellevue

Date: 1/1/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.24 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.24 lane miles x \$2,030.00 per lane mile = \$20,787.20.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (Explain)

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

# AGREEMENT RENEWAL

Maintenance Agreement No. 5- QE2229 S3  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Bellevue  
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. 5 described above be renewed for the period January 1, 2025 to December 31, 2025.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST: City of Bellevue

\_\_\_\_\_

*City Clerk/Witness*

\_\_\_\_\_

*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST: State of Nebraska

\_\_\_\_\_

*District Engineer, Department of Transportation*

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: Bellevue

Date: 1/1/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.24 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.24 lane miles x \$2,530.00 per lane mile = \$25,907.20.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (Explain)

# NEBRASKA

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DEPARTMENT OF ROADS

## CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 5 QE 2229 Supp 2  
Maintenance Agreement between the Nebraska Department of Roads and the  
Municipality of Bellevue  
Municipal Extensions in Bellevue

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Thomas W. Goodbarn, Department of Roads, Bellevue, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 20.

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Mayor/Designee*

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Roads*

### For Office Use Only

Agreement No.: \_\_\_\_\_  
Pay/Bill Code: \_\_\_\_\_  
Contractor No.: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

# NEBRASKA

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DEPARTMENT OF ROADS

Attachment "A"

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility  
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1<sup>st</sup> Class Cities</u>	<u>2<sup>nd</sup> Class Cities &amp; Villages</u>
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility  
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1<sup>st</sup> Class Cities</u> > 40,000	<u>1<sup>st</sup> Class Cities</u> < 40,000	<u>2<sup>nd</sup> Class Cities</u>
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

City of Bellevue

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339  
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				STATE	CITY
Ramp to Hwy 75 NB to								
S 5th St	34	385.35	385.7	0.4	4	1.6	1.6	
West City Limits								
48th Street to								
25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to								
Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
<b>Total Lane Miles</b>						<b>10.24</b>	<b>10.24</b>	

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5/20/2025		SUBMITTED BY: Chief Perry Guido	
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:

Move from ZOll to ESO for our Fire and EMS records management.

SYNOPSIS/BACKGROUND:

The Zoil Records Management System will reach its end of life on December 31, 2025. After this date, the system will no longer receive updates or security patches, rendering it non-compliant for our EMS and Fire reporting needs.

Currently, we host the Zoil data on our internal servers, which requires ongoing support from Sarpy IT for system maintenance, upgrades, and patches. In contrast, the new ESO platform is cloud-based. ESO will independently host and maintain all data, eliminating the need for Sarpy IT involvement in system upkeep.

FISCAL IMPACT: \$40,859.30 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 7170

RECOMMENDATION:

ESO yearly fee is \$40,859.30 divided into 4 quarterly payments.

Recommend approval of ESO agreements .

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Winters*  
*[Signature]*  
*[Signature]*



Quote Date: 05/14/2025  
 Customer Name: City of Bellevue Fire Department  
 Quote #: Q-201671  
 Quote Expiration date: 07/01/2025  
 ESO Account Manager: Travis Potter

**CUSTOMER CONTACT**

Customer City of Bellevue Fire Department  
 Name Ben Burbridge  
 Email ben.burbridge@bellevue.net  
 Phone 402-680-5153

**BILLING CONTACT**

Payor City of Bellevue Fire Department  
 Name  
 Address 211 W 22nd Ave  
 Bellevue NE, 68005  
 Email  
 Billing Frequency Quarterly  
 Phone  
 Initial Term 12 months

EHR						
Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type	
EHR Cardiac Monitor Integration	5500 Incidents	\$1,045.00	( \$0.00 )	\$1,045.00	Recurring	
EHR Billing Interface	5500 Incidents	\$595.00	( \$0.00 )	\$595.00	Recurring	
EHR CAD Integration	5500 Incidents	\$2,495.00	( \$0.00 )	\$2,495.00	Recurring	
ESO EHR	5500 Incidents	\$12,309.00	( \$0.00 )	\$12,309.00	Recurring	
EHR Setup & Online Training	2 Sessions	\$1,250.00	( \$1,250.00 )	\$0.00	One-time	
NEMSIS Data Import (One-Time)	5500 Incidents	\$4,195.00	( \$4,195.00 )	\$0.00	One-time	

Fire						
Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type	
Fire Incidents CAD Integration	6500 Fire Incidents	\$1,258.00	( \$1,258.00 )	\$0.00	Recurring	
ESO Fire Incidents	6500 Fire Incidents	\$4,195.00	( \$419.50 )	\$3,775.50	Recurring	
ESO Inspections	6500 Fire Incidents	\$2,098.00	( \$209.80 )	\$1,888.20	Recurring	
ESO Properties	6500 Fire Incidents	\$2,517.00	( \$251.70 )	\$2,265.30	Recurring	
ESO Permits	6500 Fire Incidents	\$839.00	( \$839.00 )	\$0.00	Recurring	
ESO Activities	6500 Fire Incidents	\$1,678.00	( \$167.80 )	\$1,510.20	Recurring	
IFC - 2021 Code Set	6500 Fire Incidents	\$690.00	( \$0.00 )	\$690.00	Recurring	
Fire Setup & Online Training	2 Sessions	\$1,250.00	( \$1,250.00 )	\$0.00	One-time	
Fire Incidents NFIRS Data Import	6500 Fire Incidents	\$4,195.00	( \$4,195.00 )	\$0.00	One-time	
Properties & Inspections Data Import	6500 Fire Incidents	\$5,245.00	( \$5,245.00 )	\$0.00	One-time	

Personnel Management						
Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type	
Personnel Management	95 Employees	\$3,355.00	( \$0.00 )	\$3,355.00	Recurring	
Personnel Management Data Migration	95 Employees	\$368.00	( \$368.00 )	\$0.00	One-time	
PM Online Training	1 Sessions	\$625.00	( \$625.00 )	\$0.00	One-time	

\*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 05/14/2025  
Customer Name: City of Bellevue Fire Department  
Quote #: Q-201671  
Quote Expiration date: 07/01/2025  
ESO Account Manager: Travis Potter

### Asset Management/Checklist

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
ESO Checklists	6500 Fire Incidents	\$2,147.00	( \$0.00 )	\$2,147.00	Recurring
ESO Asset Management	6500 Fire Incidents	\$2,684.00	( \$0.00 )	\$2,684.00	Recurring
Asset Management Online Training	1 Sessions	\$625.00	( \$625.00 )	\$0.00	One-time
Checklist Online Training	1 Sessions	\$625.00	( \$625.00 )	\$0.00	One-time

### Scheduling

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
ESO Scheduling	95 Employees	\$3,145.00	( \$0.00 )	\$3,145.00	Recurring
ESO Loop Closure	95 Employees	\$2,200.00	( \$0.00 )	\$2,200.00	Recurring
ESO Scheduling - Setup & Online Training	1 Sessions	\$625.00	( \$625.00 )	\$0.00	One-time

<b>Total Recurring Fees</b>	USD \$40,104.20
<b>Total One-Time Fees</b>	USD \$0.00
<b>TOTAL FEES</b>	USD \$40,104.20

All Fees herein are in USD



Quote Date: 05/14/2025  
Customer Name: City of Bellevue Fire Department  
Quote #: Q-201671  
Quote Expiration date: 07/01/2025  
ESO Account Manager: Travis Potter

**TERMS AND CONDITIONS:**

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the final date of signature.
3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

**City of Bellevue Fire Department**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The subscription term shall begin **15 calendar days** after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.



Quote Date: 05/14/2025  
Customer Name: City of Bellevue Fire Department  
Quote #: Q-201671  
Quote Expiration date: 07/01/2025  
ESO Account Manager: Travis Potter

## EHR

Product	Description
EHR Cardiac Monitor Integration	Interface to integrate cardiac monitor data into EHR mobile and web applications. Includes ongoing maintenance and support
EHR Billing Interface	Extract to send EHR data to your 3rd party billing software using standard XML output. Includes ongoing maintenance and support.
EHR Setup & Online Training	Webinar Training Session
NEMSIS Data Import (One-Time)	Import of legacy NEMSIS data from 3rd party vendor into ESO for reporting and record retrieval. Some limitations may apply.
EHR CAD Integration	Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.
ESO EHR	Patient care reporting suite for ALS and Transport EMS agencies, includes EHR web and mobile client, Quality Management, Basic Personnel Management, Insights Reporting Tool, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.

## Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
Properties & Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
ESO Permits	Issue and track permits issued within a jurisdiction.
ESO Activities	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
IFC - 2021 Code Set	Complete set of IFC 2021 Code set in the software used for inspections.

## Personnel Management

Product	Description
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.
PM Online Training	4 hour Webinar Training Session for ESO Personnel Management.

## Scheduling

Product	Description
ESO Scheduling - Setup & Online Training	Webinar Training Session.
ESO Scheduling	Online scheduling, messaging and detailed reporting.
ESO Loop Closure	Online incident (event, complement, complaint, etc) investigation and resolution tracking system for EMS and Fire.

## Asset Management/Checklist



Quote Date: 05/14/2025  
Customer Name: City of Bellevue Fire Department  
Quote #: Q-201671  
Quote Expiration date: 07/01/2025  
ESO Account Manager: Travis Potter

Product	Description
Asset Management Online Training	Setup and Webinar Training Session for ESO Asset Management.
Checklist Online Training	Setup and Webinar Training Session for ESO Checklists.
ESO Checklists	Web-based apparatus checklist for Fire and EMS.
ESO Asset Management	Web-based asset management for Fire and EMS.

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

**++16c.  
5/20/2025**

COUNCIL MEETING DATE: <b>May 20th 2025</b>		SUBMITTED BY: <b>Harrison Johnson</b>	
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:**

**GMP Amendment 3 MCL Mass Grading**

**SYNOPSIS/BACKGROUND:**

This item is the Guaranteed Maximum Price Amendment that includes the total amount for mass grading of the Bellevue Bay Indoor Water Park and Phase One Site.

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:**

**Staff Recommends Approval of this Item**

**ATTACHMENTS:**

- |   |                         |                         |
|---|-------------------------|-------------------------|
| 1. <input type="text" value="GMP Amendment 3"/> | 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: \_\_\_\_\_



# DRAFT AIA® Document A133™ - 2019

## Exhibit A

### Guaranteed Maximum Price Amendment

This Amendment dated the « 20th » day of « May- » in the year « 2025 », is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « 16th » day of « September- » in the year « 2024 » (the “Agreement”)  
(In words, indicate day, month, and year.)

for the following **PROJECT:**  
(Name and address or location)

Bellevue Bay Indoor Water Park  
Highway 75 and 34, Northwest corner  
«—»

**THE OWNER:**  
(Name, legal status, and address)

City of Bellevue  
Nebraska Municipality  
1500 Wall Street  
Bellevue, NE 68005  
«—»

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Meyers, Carlisle, Leapley Construction Company, Inc.  
(d/b/a MCL Construction)  
14558 Portal Circle  
La Vista, NE 68138  
Office: 402-339-2221  
«—»

#### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

#### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

##### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «~~Twenty Six Million, Eight Hundred Sixty-Five Thousand, Five Hundred Fifty-Seven Dollars~~» (\$26,865,557.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

—Exhibit "B" – MCL GMP Amendment #03 Cost Summary & Clarifications—

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

«Per Section 3.3.1.2 of the executed AIA A133-2019 Agreement»

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[  ] Not later than  (  ) calendar days from the date of commencement of the Work.

[  ] By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
NA	

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NA			

**§ A.3.1.2** The following Specifications:

*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

«NA»

Section	Title	Date	Pages
---------	-------	------	-------

**§ A.3.1.3** The following Drawings:

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

«NA»

Number	Title	Date
--------	-------	------

**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The*

*Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item	Price
N/A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption and clarification.)*

« See Exhibit "B" »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

« See Exhibit "B" »

#### ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
*(List name, discipline, address, and other information.)*

« N/A »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Rusty Hike, Mayor»

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Anthony J. Fucinaro III, Managing Principal»

(Printed name and title)



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14558 Portal Cir.  
La Vista, NE 68138  
Phone: (402) 339-2221

Project: Bellevue Bay Indoor Water Park  
Owner: City of Bellevue  
Architect: HBA

Date: 3/28/2025  
Estimator: Trever Roberts  
Building GSF: 100,000

**Direct Costs Summary - Water Park**

Division	Description	Cost	Building Cost per SF	% of Project
<b>01</b>	<b>GENERAL REQUIREMENTS</b>	<b>\$1,765,043</b>	<b>\$17.65</b>	<b>7.51%</b>
1.1	Supervision & Project Management	\$1,426,248	-	-
1.2	Deliveries	\$46,349	-	-
1.3	Regulatory Requirements / Safety	\$26,810	-	-
1.4	Temporary Utilities	\$44,875	-	-
1.5	Temporary Office	\$180,461	-	-
1.6	Dumpsters	\$40,300	-	-
<b>02</b>	<b>EXISTING CONDITIONS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>03</b>	<b>CONCRETE</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>04</b>	<b>MASONRY</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>05</b>	<b>METALS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>06</b>	<b>WOOD, PLASTICS, AND COMPOSITES</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>08</b>	<b>OPENINGS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>09</b>	<b>FINISHES</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>10</b>	<b>SPECIALTIES</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>11</b>	<b>EQUIPMENT</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>12</b>	<b>FURNISHINGS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>13</b>	<b>SPECIAL CONSTRUCTION</b>	<b>\$19,632,054</b>	<b>\$196.32</b>	<b>83.51%</b>
13.1	Water Slides	\$8,607,254	-	-
13.2	Pre-Engineered Buildings	\$11,024,800	-	-
<b>14</b>	<b>CONVEYING</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>21</b>	<b>FIRE SUPPRESSION</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>22</b>	<b>PLUMBING</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>23</b>	<b>HEATING, VENTILATING, AND AIR CONDITIONING</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>24</b>	<b>COMPLETE MECHANICAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>26</b>	<b>ELECTRICAL</b>	<b>\$36,608</b>	<b>\$0.37</b>	<b>0.16%</b>
26.1	Generators	\$36,608	-	-
<b>27</b>	<b>COMMUNICATIONS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>28</b>	<b>ELECTRONIC SAFETY AND SECURITY</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Total Building Costs</b>		<b>\$21,433,705</b>	<b>\$214.34</b>	<b>91.17%</b>
Division	Description	Cost	Site Cost per SF	% of Project
<b>31</b>	<b>EARTHWORK</b>	<b>\$778,474</b>	<b>\$7.78</b>	<b>3.31%</b>
31.1	Surcharge Package	\$747,574	-	-
31.2	Staking / Surcharge Monitoring	\$30,900	-	-
<b>32</b>	<b>EXTERIOR IMPROVEMENTS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>33</b>	<b>UTILITIES</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Total Site Costs</b>		<b>\$778,474</b>	<b>\$7.78</b>	<b>3.31%</b>
<b>SUBTOTAL</b>		<b>\$22,212,179</b>	<b>\$222.12</b>	<b>per GBSF</b>



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**Project:** Bellevue Bay Indoor Water Park  
**Owner:** City of Bellevue  
**Architect:** HBA

**Date:** 3/28/2025  
**Estimator:** Trever Roberts  
**Building GSF:** 100,000

**Indirect Costs Summary**

Description	Cost	Remarks
Preconstruction Services	\$15,000	
Building Permit & Plan Review Fees	\$0	
Capital Facility Fees	\$0	
Design & Engineering Fees	\$0	
Builder's Risk Insurance	\$26,655	
Payment and Performance Bond	\$144,379	
Design Contingency	\$0	
Construction Contingency (3.00%)	\$666,365	
MCL Fee (2.00%)	\$444,244	

**Total Indirect Costs** \$1,296,643

**PROJECT TOTAL** \$23,508,822 \$235.09 per GBSF

**Project Alternates**

N/A

**Project Allowances [Included] Summary**

N/A



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14558 Portal Cir.  
La Vista, NE 68138  
Phone: (402) 339-2221

Project: Bellevue Bay Indoor Water Park  
Owner: City of Bellevue  
Architect: HBA

Date: 3/28/2025  
Estimator: Trever Roberts  
Building GSF: 100,000

Direct Costs Summary - Site

Division	Description	Cost	Building Cost per SF	% of Project
<b>01</b>	<b>GENERAL REQUIREMENTS</b>	<b>\$828,113</b>	<b>\$8.28</b>	<b>24.67%</b>
1.1	Supervision & Project Management	\$655,800	-	-
1.2	Lift / Lull & UTV	\$152,700	-	-
1.3	Dewatering	\$19,613	-	-
<b>02</b>	<b>EXISTING CONDITIONS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>03</b>	<b>CONCRETE</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>04</b>	<b>MASONRY</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>05</b>	<b>METALS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>06</b>	<b>WOOD, PLASTICS, AND COMPOSITES</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>08</b>	<b>OPENINGS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>09</b>	<b>FINISHES</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>10</b>	<b>SPECIALTIES</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>11</b>	<b>EQUIPMENT</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>12</b>	<b>FURNISHINGS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>13</b>	<b>SPECIAL CONSTRUCTION</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>14</b>	<b>CONVEYING</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>21</b>	<b>FIRE SUPPRESSION</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>22</b>	<b>PLUMBING</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>23</b>	<b>HEATING, VENTILATING, AND AIR CONDITIONING</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>24</b>	<b>COMPLETE MECHANICAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>26</b>	<b>ELECTRICAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>27</b>	<b>COMMUNICATIONS</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>28</b>	<b>ELECTRONIC SAFETY AND SECURITY</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Total Building Costs</b>		<b>\$828,113</b>	<b>\$8.28</b>	<b>24.67%</b>
Division	Description	Cost	Site Cost per SF	% of Project
<b>31</b>	<b>EARTHWORK</b>	<b>\$2,309,329</b>	<b>\$23.09</b>	<b>68.80%</b>
31.1	Sitework Requirements	\$319,890	-	-
31.2	Earthwork, Tree Removal, Roads & Maintenance	\$1,989,439	-	-
<b>32</b>	<b>EXTERIOR IMPROVEMENTS</b>	<b>\$36,175</b>	<b>\$0.36</b>	<b>1.08%</b>
32.1	Exterior Improvement Requirements	\$36,175	-	-
<b>33</b>	<b>UTILITIES</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Total Site Costs</b>		<b>\$2,345,504</b>	<b>\$23.46</b>	<b>69.87%</b>
<b>SUBTOTAL</b>		<b>\$3,173,617</b>	<b>\$31.74</b>	<b>per GBSF</b>



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Project: Bellevue Bay Indoor Water Park  
Owner: City of Bellevue  
Architect: HBA

Date: 3/28/2025  
Estimator: Trever Roberts  
Building GSF: 100,000

**Indirect Costs Summary**

Description	Cost	Remarks
Preconstruction Services	\$0	
Building Permit & Plan Review Fees	\$0	
Capital Facility Fees	\$0	
Design & Engineering Fees	\$0	
Builder's Risk Insurance	\$3,808	
Payment and Performance Bond	\$20,629	
Design Contingency	\$0	
Construction Contingency (3.00%)	\$95,209	
MCL Fee (2.00%)	\$63,472	

**Total Indirect Costs \$183,118**

**PROJECT TOTAL \$3,356,735 \$33.57 per GBSF**

**Project Alternates**

N/A

**Project Allowances [Included] Summary**

N/A



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**GENERAL REQUIREMENTS**

01

GMP Amendment 03 is a partial amendment and does not represent the full or final cost of the Bellevue Bay Indoor Waterpark project.

MCL Construction is proceeding under directive from the City of Bellevue for material procurement purposes and to mitigate potential cost escalation associated with some items included in this GMP.

This current GMP Amendment cannot be built without the balance of the complete project scope being approved by subsequent GMP Amendment(s).

MCL Construction is not responsible for any change or cancellation fees directed by the Owner related to items included in this GMP Amendment - any such fees will be passed on directly to the Owner.

MCL Construction is not responsible for design services - approval of this Amendment assumes the Architect and all coordinating professionals are conforming with all applicable and governing codes and requirements related to scopes of work contained within.

MCL Construction will invoice per Subcontractor payment schedules as identified in individual proposals. General Requirements as identified on the Cost Summary are included.

**EXISTING CONDITIONS**

02

**CONCRETE**

03

**MASONRY**

04

**STEEL**

05

**WOODS, PLASTICS, AND COMPOSITES**

06

**THERMAL & MOISTURE PROTECTION**

07



construction | the people you build with

**OPENINGS** 08

**FINISHES** 09

**SPECIALTIES** 10

**EQUIPMENT** 11

**FURNISHINGS** 12

**SPECIAL CONSTRUCTION** 13

The Whitewater West figure of \$8,607,254.00 is based upon their proposal dated 09/27/2024. This figure does not include any pre-payments that have/may have occurred prior to this date. Any modifications to the scope of this proposal (additive or deductive) may entitle MCL Construction to an equitable adjustment in contract time and/or Guaranteed Maximum Price.

The OpenAire figure of \$11,024,800.00 is based upon their proposal dated 09/17/2024. This figure does not include any pre-payments that have/may have occurred prior to this date. Any modifications to the scope of this proposal (additive or deductive) may entitle MCL Construction to an equitable adjustment in contract time and/or Guaranteed Maximum Price.

**CONVEYING** 14

**FIRE SUPPRESSION** 21

**PLUMBING** 22

**HEATING, VENTILATION, AND AIR  
CONDITIONING** 23



construction | the **people** you build with

<b>ELECTRICAL</b>	26
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<b>COMMUNICATIONS</b>	27
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<b>ELECTRONIC SAFETY AND SECURITY</b>	28
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<b>EARTHWORK</b>	31
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Tree removal to prevent project delay due to potential non-construction activity during raptor and migratory bird nesting periods is included.

Surcharge grading (by Pink Excavating) per Olsson Engineering drawings dated 11/22/2024 is included.

Surveying and Surcharge Monitoring by Olsson is included.

Mass Grading (by Pink Excavating) per Olsson Engineering drawings dated 01/31/2025 is included.

A temporary rock road to allow adjacent residents to access their rental home(s) is included.

Maintenance of the temporary rock road above is included.

Material testing (by Terracon) is excluded (direct agreement with Owner).

<b>EXTERIOR IMPROVEMENTS</b>	32
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<b>UTILITIES</b>	33
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Phase	Item	Location	Description	Takeoff Quantity		Labor Amount	Material Amount	Sub Amount	Sub Name	Equip Amount	Other Amount	Total Amount
<b>Waterpark</b>												
013000			<b>Supervision</b>									
	10	01 - GC's	Superintendent	108.00	wk	514,210						514,210
	30	01 - GC's	Project Manager	108.00	wk	595,728						595,728
	40	01 - GC's	Project Engineer	108.00	wk	315,310						315,310
013050			<b>Travel</b>									
	90	01 - GC's	Material & Supply Deliveries	432.00	hr	33,389				10,800	2,160	46,349
014100			<b>Regulatory Requirements</b>									
	02	01 - GC's	Safety Inspection	108.00	wk	14,310						14,310
	10	01 - GC's	Safety Supplies and PPE	25.00	mo						2,500	2,500
	95	01 - GC's	Safety Equipment	25.00	mo					10,000		10,000
015100			<b>Utilities: Temporary</b>									
	47	01 - GC's	WiFi - Internet Gateway	25.00	mo					2,375		2,375
	50	01 - GC's	Temp Water - See Calculator	25.00	mo						20,000	20,000
	60	01 - GC's	Temp Toilet (5 ea)	150.00	mo						22,500	22,500
015200			<b>Temporary Office</b>									
	10	01 - GC's	Office - See Calculator	25.00	mo						87,285	87,285
	20	01 - GC's	Office Set Up - Lab	2.50	ea						4,710	4,710
	25	01 - GC's	Office Supplies	25.00	mo						1,250	1,250
	30	01 - GC's	Drinking Water / Ice	25.00	mo						2,125	2,125
	52	01 - GC's	Open Space	1.00	ls						15,000	15,000
	90	01 - GC's	Project Photography - See Calculator	1.00	ls						6,000	6,000
	98	01 - GC's	Job Management Software - Unit Rate = \$1,000	60,000.00	ls						30,000	30,000
	60	01 - GC's	Jobsite Signage	50.00	ea	566	1,250					2,214
	70	01 - GC's	Copier - For Large Projects	25.00	mo					7,125		7,125
	75	01 - GC's	Drawings	1.00	ls						1,000	1,000
	80	01 - GC's	Storage Container	25.00	mo						3,750	3,750
017400			<b>Clean Up / Unload</b>									
	50	01 - GC's	Dumpsters	130.00	ea						40,300	40,300
266000			<b>Electrical Requirements</b>									
	40	02 - Support Building	Generators	4.00	mo					36,606		36,606
131413			<b>Water Slides - Sub</b>									
	10	03 - Open Are Building	Water Slides	1.00	ls			8,607,254	WhiteWater West			8,607,254
133400			<b>Pre-Engineered Buildings - Sub</b>									
	10	03 - Open Are Building	Pre-Engineered Building - Sub	58,960.00	gsf			1,024,800	OpenAre			11,024,800
310010			<b>Earthwork</b>									
	10	03 - Open Are Building	Surcharge Package	1.00	ls			747,574	Pink Grading			747,574
	15	03 - Open Are Building	Surveying	1.00	ls			30,906	Clisson			30,906
												22,212,179

<b>Phase 1 - Site</b>												
013000			<b>Supervision</b>									
	20	06 - Site	Assistant Superintendent	100.00	wk	352,920						352,920
	45	06 - Site	Field Engineer	100.00	wk	292,880						292,880
015400			<b>Temp: Tools &amp; Equipment</b>									
	20	06 - Site	Lift / Lull - 12K	25.00	mo					122,850		122,850
	33	06 - Site	UTV	25.00	mo					29,750		29,750
015700			<b>Temporary Controls</b>									
	50	06 - Site	Misc. Dewatering	360.00	hr	18,893				720		19,613
310001			<b>Sitework Requirements</b>									
	05	06 - Site	Foreman	1,060.00	hr	83,441						83,441
	23	06 - Site	Bobcat	25.00	mo					60,400		60,400
	24	06 - Site	Bobcat Sweeper Attachment Closed	25.00	mo					24,950		24,950
	25	06 - Site	Bobcat Brush Cutter	25.00	mo					22,250		22,250
	32	06 - Site	FOG	50.00	mo						12,500	12,500
	71	06 - Site	Water Pumps (2 electric, 2 gas)	19.00	mo	39,885				30,654		59,949
	88	06 - Site	Construction Fence and Entrances	3,134.00	lf						47,016	47,016
	89	06 - Site	Fence Fabric	3,756.00	sqm						9,396	9,396
310010			<b>Earthwork</b>									
	10	06 - Site	Tree Removal	1.00	ls			31,040	Pink Grading			31,040
	16	06 - Site	Surveying - EIA	27.00	acre			9,100	EIA			9,100
	23	06 - Site	Laydown & Removal Of Rock	75,000.00	sf			281,250				281,250
	23	06 - Site	Temporary Road	30,000.00	sf			112,500				112,500
	43	06 - Site	Mass Grading	1.00	ls			1,483,549	Pink Grading			1,483,549
312500			<b>Silt Fence / Bank Protection</b>									
	40	06 - Site	Temp Road Maintenance (2 ea)	60,000.00	sf			72,000				72,000
320001			<b>Exterior Improvement Requirements</b>									
	65	06 - Site	Craft Trailer	25.00	mo						36,175	36,175
												3,173,617

Waterpark Totals		
Description	Amount	Totals
<b>Waterpark Subtotal</b>	<b>22,212,179</b>	
Building Permit	0	
Preconstruction Fee	15,000	
Builders Risk (.0012)	26,655	
Subcontractor Bond	0	
Performance Bond (.0065)	144,379	
Design Contingency	0	
Construction Contingency (3.00%)	666,365	
Overhead & Profit (2.00%)	444,244	
Design Fees	0	
White Water Initial Design	0	
Open Aire Pre-payment	0	
FF & E	0	
AV Allowance	0	
<b>Total</b>	<b>23,508,822</b>	

Phase 1 Site Totals		
Description	Amount	Totals
<b>Phase 1 Site Subtotal</b>	<b>3,173,617</b>	
Building Permit	0	
Preconstruction Fee	0	
Builders Risk (.0012)	3,808	
Subcontractor Bond	0	
Performance Bond (.0065)	20,629	
Design Contingency	0	
Construction Contingency (3.00%)	95,209	
Overhead & Profit (2.00%)	63,472	
Design Fees	0	
White Water Initial Design	0	
Open Aire Pre-payment	0	
FF & E	0	
AV Allowance	0	
<b>Total</b>	<b>3,356,735</b>	

**COMBINED GMP 03 TOTAL: 26,865,557**

