

Bellevue City Council Meeting

Tuesday, August 5, 2025 5:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Dave Scrabeck, Spirit Life Church, 4815 Harrison Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. * Approval of the July 15, 2025 Special Meeting Minutes-Appeal Hearing.
 2. * Approval of the July 15, 2025 City Council Minutes.
 3. * Acknowledge receipt of 2024 Nebraska Humane Society Annual Report.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
 - a. Presentation on Smart Meters by Mr. Tim McAreavey, Customer Service Vice-President, with OPPD.
8. ORGANIZATIONAL MATTERS:
 - a. * Recommend the reappointment of Randy Bennett to the Civil Service Commission to serve a five-year term, ending May 2030. (City Administrator)
 - b. * Recommend reappointments to the Building Board of Review for Dan Smith, term ending July 2030 and for Ralph Gladbach, term ending July 2029. (Mayor Hike)
 - c. * Recommend the following reappointments to the Design Review Board: Bruce Yoder (Planning); Kathy Welch (City Council); and Rich Casey (City Council Alternate), all terms ending August 2028. (Mayor Hike)
 - d. * Recommend the appointment of John Carrozza to the Bellevue Bridge Commission to serve the remaining term of Herb Barelman, ending August 2030. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4188: Request to rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development. Applicant: Quail Crossing, LLC. General Location: 42nd Street and Hwy 370. (Planning Director)
 1. Request to Preliminary Plat Lots 1 through 7, Inclusive, and Outlots A and B, Quail Crossing. Applicant: Quail Crossing, LLC. General Location: 42nd Street and Hwy 370. **(No Action Required)**
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4189: An ordinance amending Chapter 23, Articles I to IV regarding peddlers. (City Clerk) **(Request that the three readings be waived, hold a public hearing at tonight's meeting and vote tonight after public hearing)**
 - b. Ordinance No. 4190: An ordinance to repeal Chapter 23, Article V, of City Code regarding

sales of secondhand goods. (City Clerk) **(Request the three readings be waived, hold a public hearing at tonight's meeting and vote tonight after public hearing)**

c. Ordinance No. 4191: An ordinance to approve the Sale and Conveyance of 22.62 acres more or less of City property to RD Blair, L.L.C. and authorize the Mayor to sign the Uniform Commercial Purchase Agreement. (Administration) **(Request the three readings be waived, hold a public hearing at tonight's meeting and vote tonight after public hearing)**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Recommend approval of an Event Application from The Light House for Unified Event - Christian Music Festival to be held on Thursday, August 14, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 15, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 16, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 17, 2025 from 9:00 a.m. to 6:00 p.m. at American Heroes Park, Bellevue. Alternate Dates: Thursday, August 28, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 29, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 30, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 31, 2025 from 9:00 a.m. to 6:00 p.m. (City Clerk)

15. RESOLUTIONS:

a. Resolution 2025-15: A resolution to authorize the City of Bellevue's participation in the national opioid settlement with Purdue and the Sackler family and authorize the Mayor to sign. (Legal)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Drug Recognition Expert (DRE) Training Coordinator Contract for Lt. Joe Milos to fill that role and be compensated by the State of Nebraska for those services. (Chief Clary)

b. Approve and authorize the Mayor to sign the Interlocal Cooperation Agreement with Sarpy County for IT Services effective October 1, 2025 through September 30, 2028, in an amount not to exceed \$150,318.00. (Administration)

c. Approval and authorization for Common Wealth Electric to complete quoted work to perform signal repairs at the intersection of Harvell Drive & Chateau/Herman Drive, in an amount not to exceed \$71,475.96. (Public Works Director)

d. Approve and authorize the Mayor to sign Amendment 1 to Agreement with HDR for the Landings Lift Station Upgrades Project, in an amount not to exceed \$61,820.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Agreement with HGM Associates, Inc. for 2025-2026 bridge inspections, in an amount not to exceed \$41,900.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the Agreement with Schemmer Associates for Hwy 370 Signal Beacons & Crosswalk Study, in an amount not to exceed \$38,956.00. (Public Works Director)

g. Approve and authorize the Mayor to sign Amendment 3 to Agreement with Benesch for Construction Administration Services for Mission Avenue Reconstruction & Streetscape, in an amount not to exceed \$867,892.23. (Public Works Director)

h. Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig (FHU) for Engineering Services on conceptual designs for the roadway improvements at the Highway 75 and Highway 34 Interchange, in an amount not to exceed \$72,000.00. (Public Works Director)

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b.1
8/5/2025

Bellevue City Council Meeting, July 15, 2025, Page 1

A special meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the July 15, 2025 at 5:00 p.m. Present were Council Members Don Preister, Rich Casey, Julie Collins, and Jerry McCaw. Absent: Kathy Welch and Thomas Burns.

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.

OPEN MEETINGS ACT

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

Appeal decision to deny Solicitor License Application

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

Mr. Trev'on Roberts, 1037 O'Malley Circle, stated he would like to appeal the decision of the denial to his solicitor's license application to allow him to work for Vivint. He explained he has made mistakes and what he did in Bellevue was not acceptable. He stated he promises he will not repeat the same mistakes.

Captain Kurt Stroehrer, Captain Bellevue Police Department, stated for the record he had never heard of Mr. Trev'on Roberts or met him prior to receiving his solicitor application. He advised his reasons for denial were based on four arrests in the last two years for the use of marijuana and one arrest for assaulting a police officer. He advised he exclusively based his decision on the assault.

Mayor Hike questioned if he was charged with the assault.

Captain Stroehrer explained he was not convicted of the assault. He pled to a lesser charge of resisting arrest and criminal mischief. Capt. Stroehrer stated per Bellevue City Code, he can deny based upon crimes of moral turpitude, felony convictions, or crimes of violence. He stated in his view; the assault was a crime of violence. The frequency of marijuana use is concerning as well.

Councilman Preister stated he appreciates Captain Stroehrer following the guidelines and his concern for public safety. Mr. Preister clarified the reason for the denial was solely on these guidelines and on his concerns of public safety. Captain Stroehrer stated he was correct. He was just not comfortable with him going door to door.

Councilman Preister thanked Mr. Roberts for his comments and trying to turn his life around. He asked Mr. Roberts if he had ever done any door knocking. Mr. Roberts explained he had done door knocking in California. There was further discussion on other options of employment and on trying to turn his life around.

Mayor Hike commended Mr. Roberts for coming forward and being open. He stated everyone makes mistakes, however, there are consequences. He encouraged Mr. Roberts to continue to make good decisions and to keep working on being the person he wants to be.

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

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Casey, seconded by Preister, the meeting was adjourned at 5:13 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 and Burns. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, July 15, 2025, Page 2

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on July 15, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

*5b2.
8/5/2025

Bellevue City Council Meeting, July 15, 2025, Page 1

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the July 15, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw.

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

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, posted and put on city website, the designated method for giving notice and was also given to the Mayor and all members of the City Council. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice. All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East, 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 Preister, to approve the agenda. Roll call vote to approve the agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Acknowledge receipt of the June 10, 2025 Tree Board Minutes; Acknowledge receipt of the June 26, 2025 Board of Health Minutes; Acknowledge receipt of the June 26, 2025 Planning Commission Minutes; Approval of the July 1, 2025 City Council Minutes; Approve changing the beginning time of August 5, 2025 City Council meeting from 6:00 p.m. to 5:00 p.m., so City Council may attend the National Night Out Event; and Approve and authorize the Mayor to sign the Nebraska Transportation Assistance Agreement with the Nebraska Department of Transportation (NDOT) to receive reimbursement funds for expenses associated with the Specialized Transportation Service. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

APPROVAL OF CLAIMS:

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4188: Request to rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development. Applicant: Quail Crossing, LLC. General Location: 42nd Street and Hwy 370. (Planning Director

Ordinance No. 4188: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about South 42nd Street and Hwy 370, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only.

MINUTE RECORD

Bellevue City Council Meeting, July 15, 2025, Page 2

Mayor Hike stated the second reading and public hearing will be held at the Council meeting on August 5, 2025.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2025-13: Request to approve the Redevelopment Plan for Lot 6, Tiller's 4th Addition and authorize the Mayor to sign. Applicant: Great Lakes Capital. General Location: 1724 Wilshire Drive. (Planning Director)

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

Mr. Brent Beller, 11440 West Center Road, Omaha, was present on behalf of the applicant. Mr. Beller explained the area has previously been designated as blighted and substandard. He explained this project is true affordable housing. He explained there are two types of affordable housing: low-income housing and workforce housing. He stated the project will consist of 96 units. There will be 22 one-bedroom, 45 two-bedroom, 19 three-bedroom, and 10 four-bedroom units. Mr. Beller explained Nebraska Investment Finance Authority (NIFA) is the facilitator of low-income housing projects in the State of Nebraska. NIFA looks at the need in the market for what units are in demand. Construction plans are set for the beginning of next year, if all plans are approved. Mr. Beller explained Great Lakes Capital, the developer, reviewed the Action Plan the City of Bellevue put out for Affordable Housing. The city wants density, density along the major commercial corridors, such as Highway 370. The total project is about \$28 million dollars and with that low-income tax credits will be used for approximately \$10 million. He stated there is approximately \$2.4 million in true TIF eligible expenses. He explained NIFA will issue non-taxable bonds in approximately \$10 million. Mr. Beller stated they are requesting \$1.5 million dollars from the city. The projected value of the project is \$11 million dollars. The \$1.5 million should be paid off in approximately 12 years.

Councilwoman Welch questioned what the rents will be. Mr. Beller advised the one-bedroom unit will be about \$700 a month and the four-bedroom around \$980 a month.

Councilwoman Welch questioned to qualify will it be based on income. Mr. Beller replied yes, explaining an applicant's income would need to be verified.

Councilwoman Welch questioned where other projects like this have been developed. Mr. Beller stated Great Lakes has about 14,000 units nationwide and manages \$1 billion dollars in assets.

Mr. Nick Goede, 3493 120th Avenue, Carlisle, Iowa, mentioned the bulk of his projects have been done in Des Moines, Iowa.

Councilman Casey requested clarification from the Planning Director that this area was designated blighted and substandard in 2007 in conjunction with the waterpark/hotel. Mrs. Palm, Planning Director, replied yes.

Councilman Casey questioned at what point does the blighted and substandard come off the record. Mrs. Palm explained it doesn't. She stated by state statute there is no way to remove the blighted and substandard designation. Conversation ensued.

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 Collins, seconded by Welch, to approve Resolution No. 2025-13: Request to approve the Redevelopment Plan for Lot 6, Tiller's 4th Addition and authorize the Mayor to sign. Applicant: Great Lakes Capital. General Location: 1724 Wilshire Drive. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Resolution No. 2025-14: A resolution approving the 2025-2026 Action Plan and Community Development Block Grant Budget for the October 2025 - September 2026 Program Year and authorizing the Mayor to sign along with the SF-44/424B and Entitlement Certifications, in an amount not to exceed \$342,457.00. (CDBG Program/Finance Director)

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

Mr. Aaron Bowen, 2240 Calvert Street, Lincoln, on behalf of Bellevue Food Pantry thanked the City of Bellevue for their partnership. He provided an update on the infrastructure on the food pantry building and fundraising. He provided a handout for the Council Members. Discussion followed.

Mrs. Sue Fjelstad, 11908 South 49th Street, Bellevue Public Schools, thanked the City of Bellevue for their support on family literacy. She provided an update on the program and advertising on social media.

Councilwoman Welch thanked Mrs. Abby Highland for her hard work and dedication. She requested clarification on the amount available in the 2025 Action Plan. She stated in one area the amount available is \$969,751.00 and in the column, it reads \$342,457.00.

MINUTE RECORD

Bellevue City Council Meeting, July 15, 2025, Page 3

Mrs. Abby Highland, CDBG Program Specialist, explained the amount available needs to be removed. She explained the total of \$969,751 was requested. Unfortunately, this year there was only \$342,457 to give out. She wanted the Council to see who all requested funds for projects and what amount the city was able to fund. She wishes there was more money because there are great projects.

Councilwoman Welch inquired what can be done to get more money. Mrs. Highland replied budgets are getting tighter. The federal budget is being reviewed. Advocacy and contacting your representatives would be helpful in letting everyone know how important the program is to our communities.

Councilman Casey thanked Mrs. Highland for the amazing job she does.

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 Welch, seconded by Collins, to approve Resolution No. 2025-14: A resolution approving the 2025-2026 Action Plan and Community Development Block Grant Budget for the October 2025 - September 2026 Program Year and authorizing the Mayor to sign along with the SF-44/424B and Entitlement Certifications, in an amount not to exceed \$342,457.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Master Services Agreement with Allo Communications LLC, to install fiber at the fire training site, in an amount not to exceed \$3,048.00/year. (Fire Chief)

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Master Services Agreement with Allo Communications LLC, to install fiber at the fire training site, in an amount not to exceed \$3,048.00/year. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig (FHU) for traffic signal improvements at the intersection of Hwy 75 and Capehart Road, in an amount not to exceed \$13,200.00. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig (FHU) for traffic signal improvements at the intersection of Hwy 75 and Capehart Road, in an amount not to exceed \$13,200.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Amendment No. 1 with HGM Associates for additional design services for the Library Parking Lot Resurfacing Project, in an amount not to exceed \$20,700.00. (Public Works Director)

Motion was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign Amendment No. 1 with HGM Associates for additional design services for the Library Parking Lot Resurfacing Project, in an amount not to exceed \$20,700.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve the estimate from Best Cut Lawn Care for a new parking pad for Cemetery employees and sidewalk to the office entrance, in an amount not to exceed \$12,775.00. (Public Works Director)

Motion was made by Collins, seconded by Welch, to approve the estimate from Best Cut Lawn Care for a new parking pad for Cemetery employees and sidewalk to the office entrance, in an amount not to exceed \$12,775.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (July report will be attached to the August 5th meeting)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Collins, the meeting was adjourned at 6:29 p.m.

MINUTE RECORD

Bellevue City Council Meeting, July 15, 2025, Page 4

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.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on July 15, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

April 10th 2025

City of Bellevue
1500 West Wall Street
Bellevue, NE 68005



BELLEVUE 2024 ANNUAL REPORT

Nebraska Humane Society

The following report will provide data for the Nebraska Humane Society's enforcement activities for The City of Bellevue, Nebraska

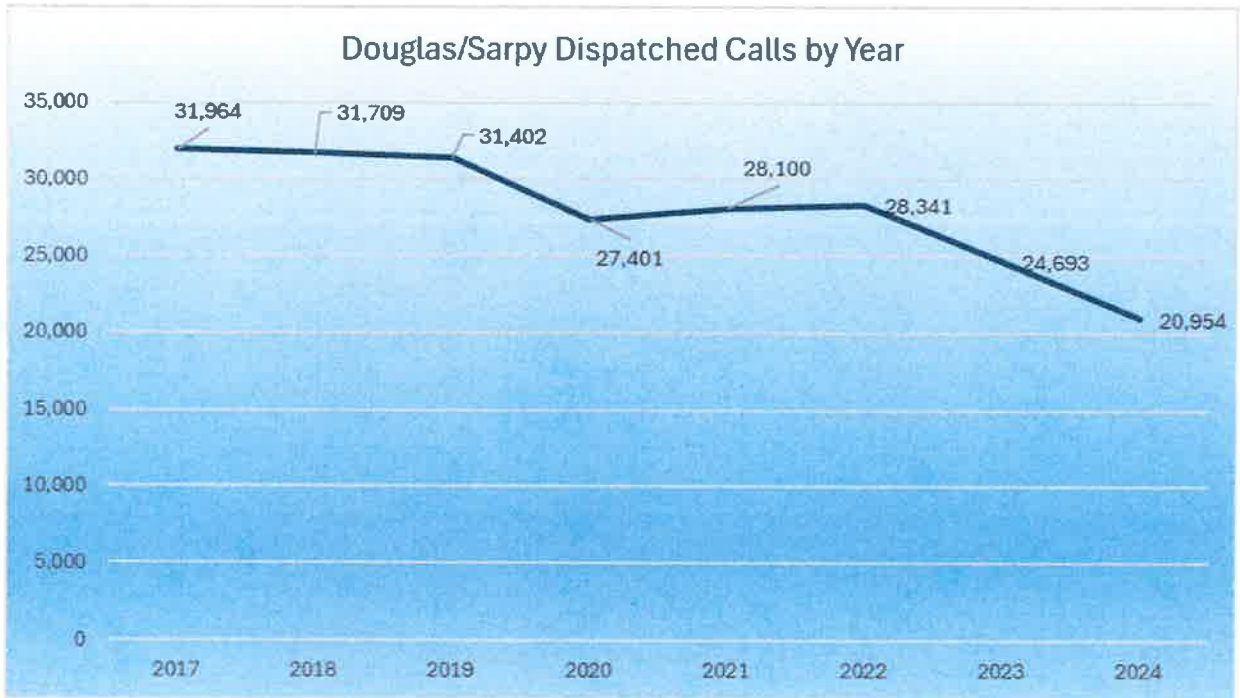
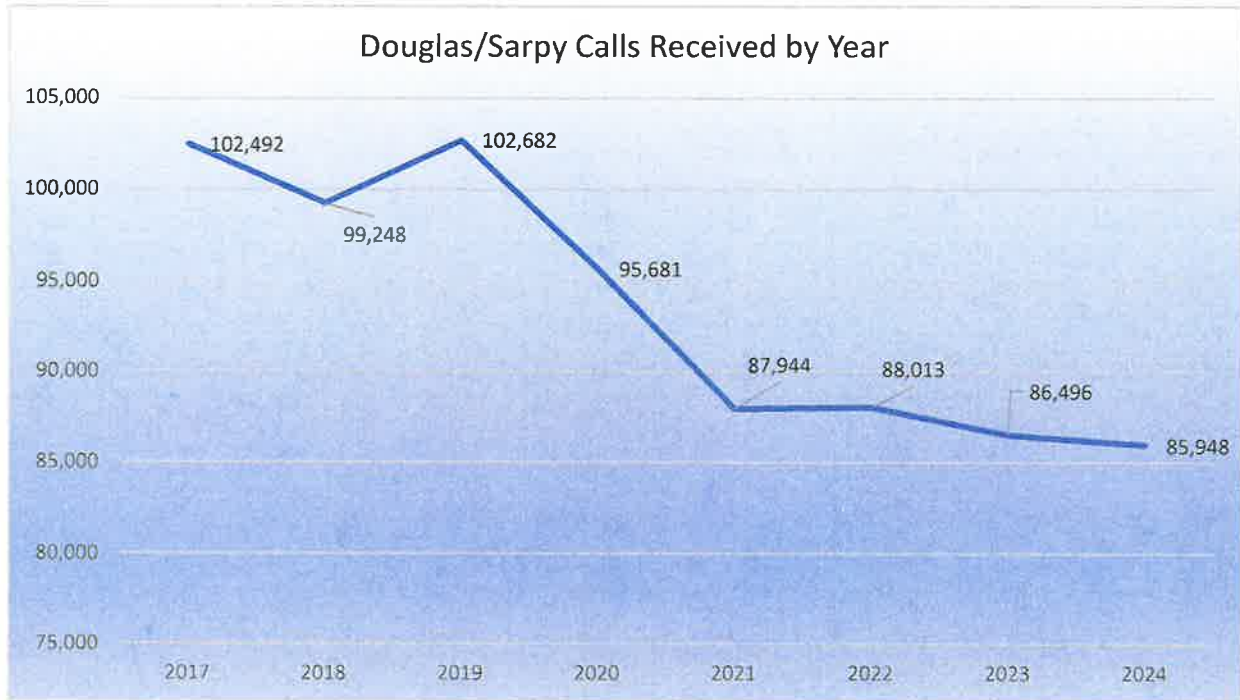
Steve Glandt
Vice President – Field Operations
sglandt@nehumanesociety.org
402-905-3411

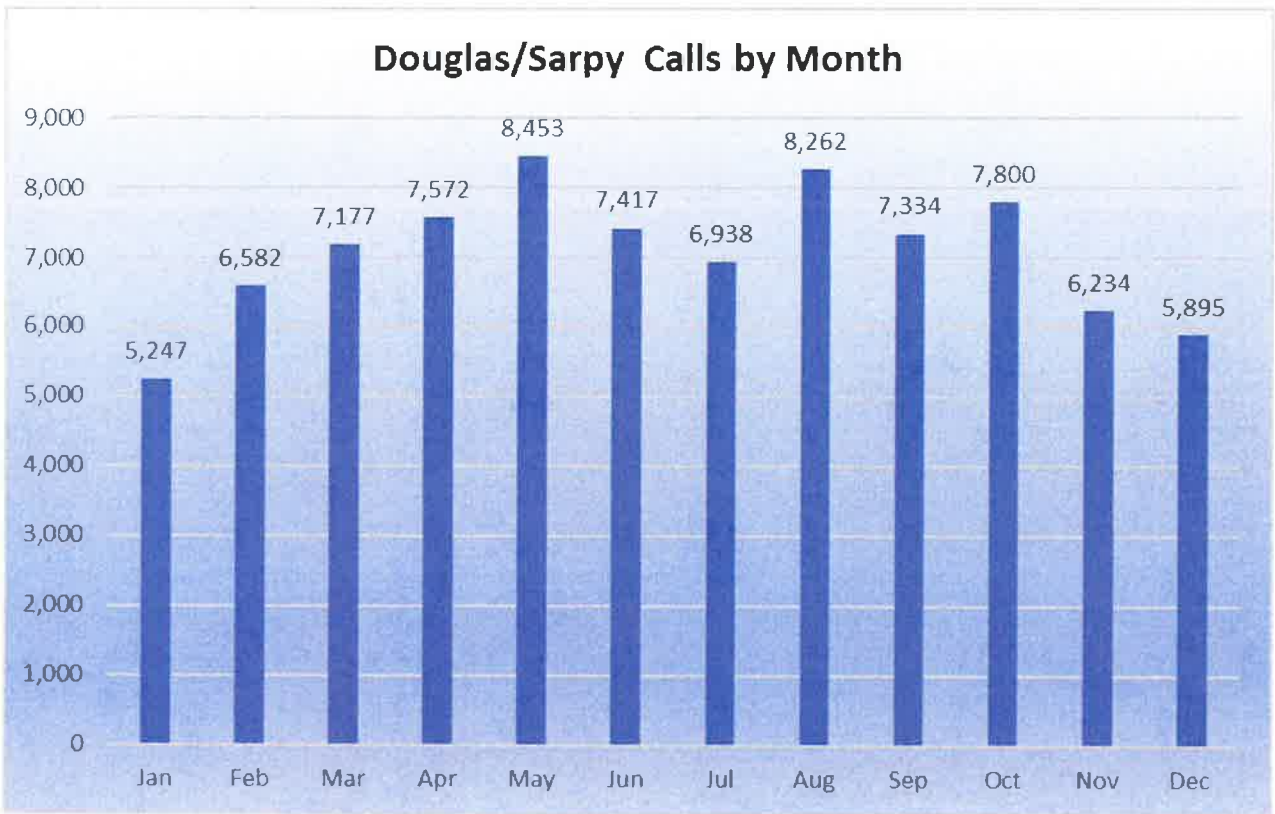
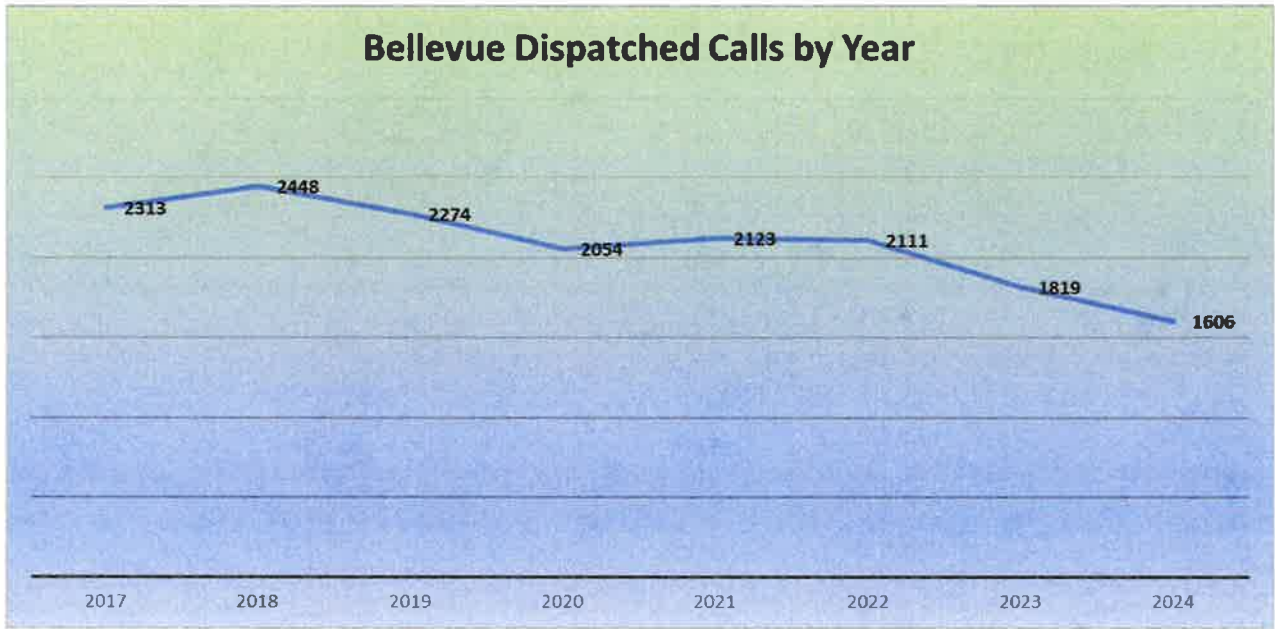
The Nebraska Humane Society's animal control service operates from our campus located at 8929 Fort Steet in Omaha, NE. NHS employs 20 animal control officers that serve the greater Omaha area and Sarpy County, covering approximately 500 square miles with a population of approximately 762,000. Hours of operation are from 08:00 to midnight, every day of the week with emergency calls covered from midnight to 08:00. The NHS uses a fleet of 15 vehicles specially equipped to handle animal control activities. The Nebraska Humane Society was founded in 1875, is the fifth oldest and one of the largest humane societies in the United States.

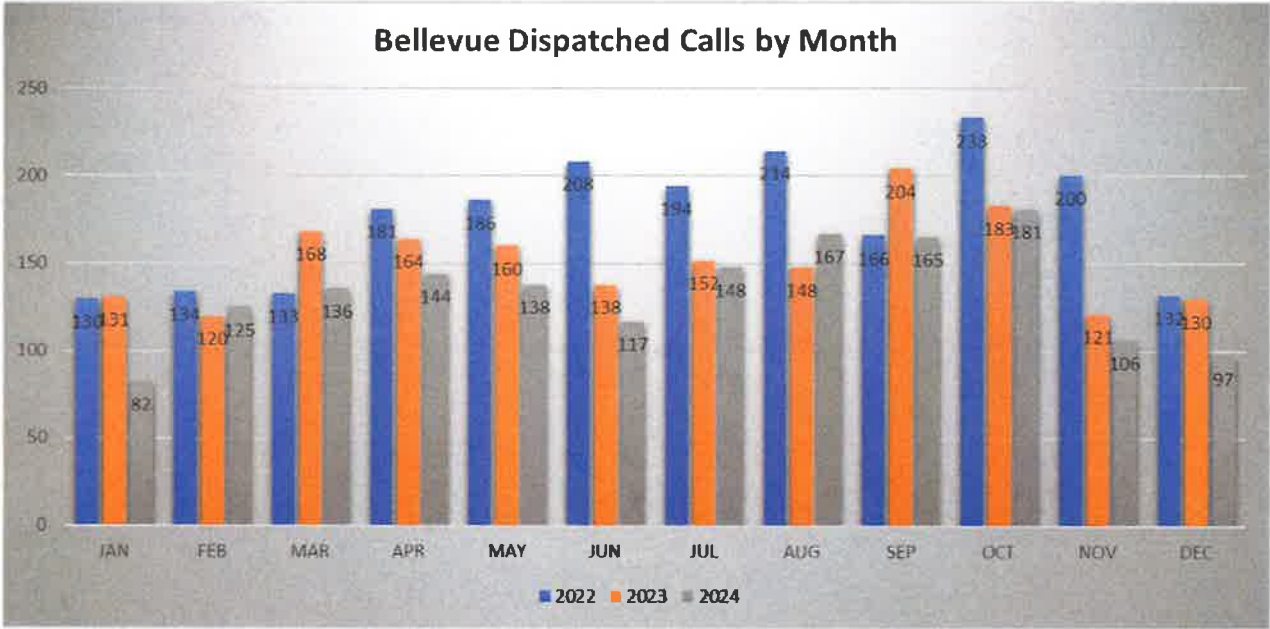
The animal control services division is supported by eight communication specialists who answer thousands of calls from Douglas and Sarpy counties annually; a Rabies Control Specialist that oversees all bites, suspected rabies exposures, and feral cat colonies; and a city Ordinance Administrator, who oversees potentially dangerous dogs, reckless owners, and citation data.

The Nebraska Humane Society maintains contracts with the cities of Omaha, Ralston, Waterloo, unincorporated Sarpy County, and all cities within Sarpy County for animal control services.

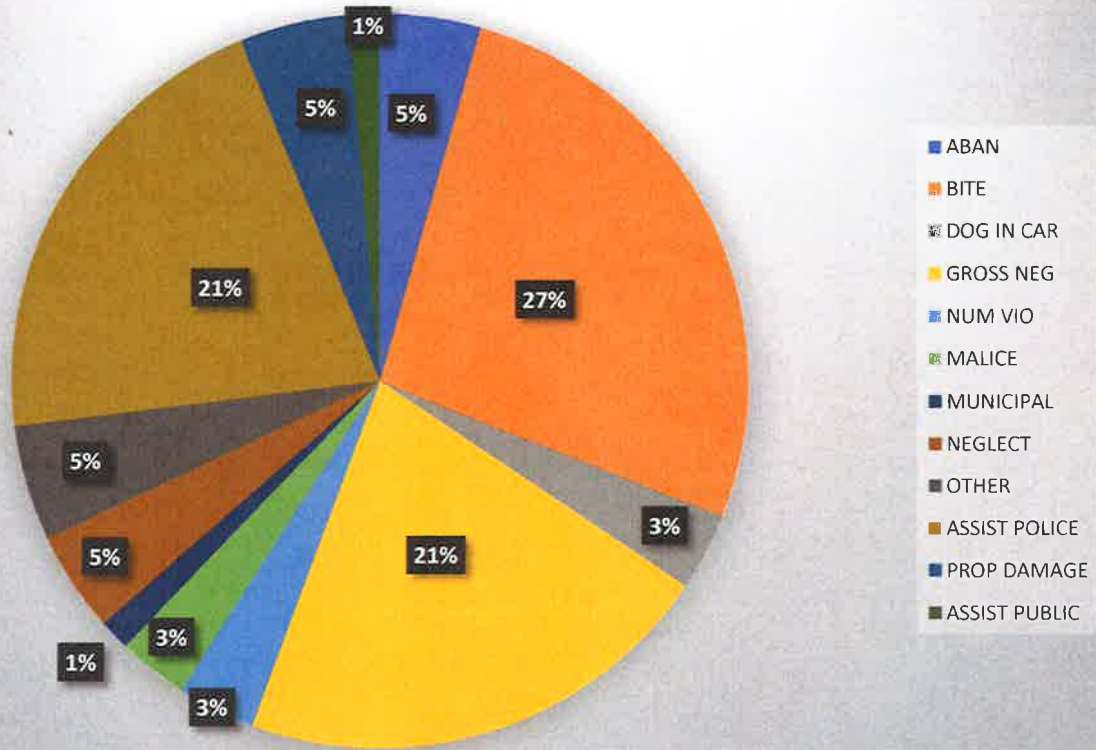
This report will provide data from the previous year regarding NHS animal control efforts.







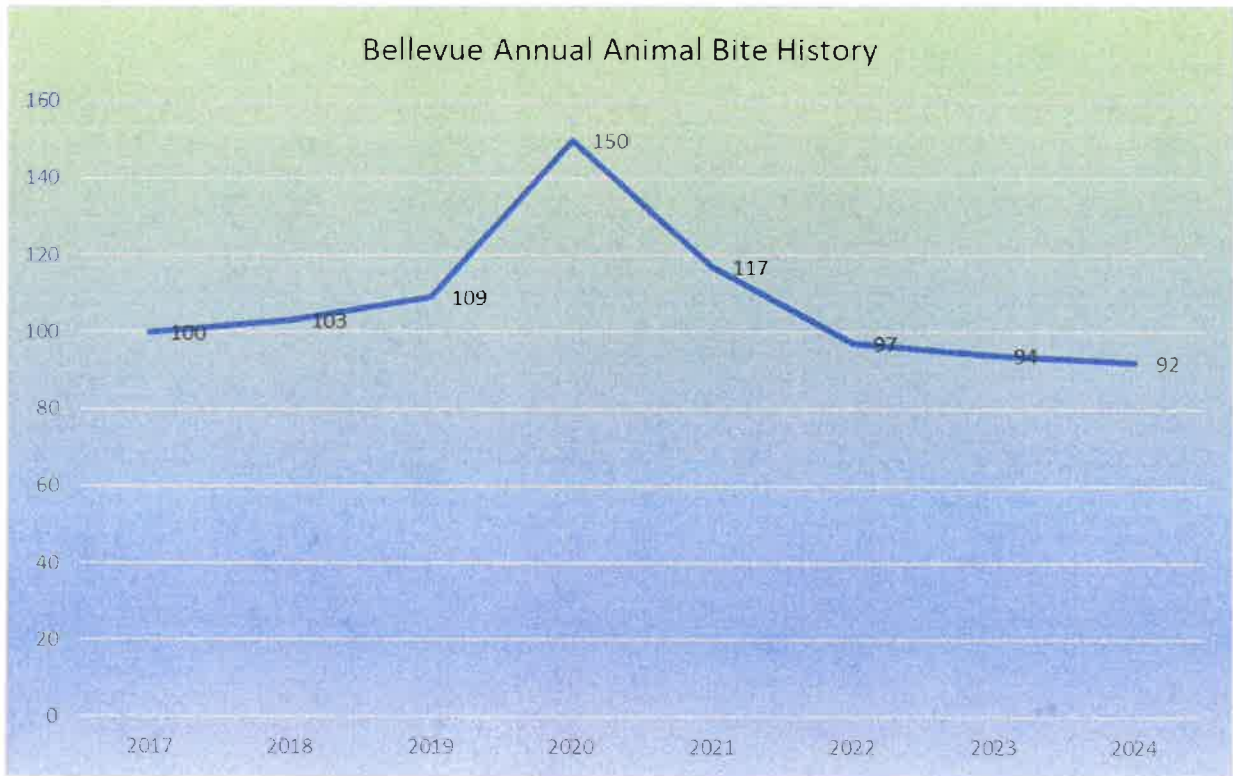
Bellevue Investigative Calls



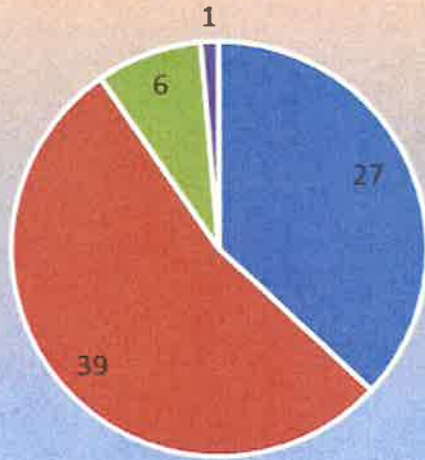
Bellevue Citations Issued by Year



Bellevue Citations and Charges			
6-1	Animal Care (Cruelty)	Animal Care (Cruelty)	1
6-1 (A)	Failure to Care for Animal	Failure to Care for Animal	1
6-4	Keeping Wild Animals	Keeping Wild Animals	0
6-6.1	Public Nuisance (Unsanitary)	Public Nuisance (Unsanitary)	1
6-6.2	Property Damage	Property Damage	13
6-8	Obstruction of Enforcement	Obstruction of Enforcement	1
6-17	Restraint	Restraint	1
6-18	Harboring a Dangerous Animal	Harboring a Dangerous Animal	0
6-18 (M)	Dangerous/PDD - Leash/Muzzle/Harness	Dangerous/PDD - Leash/Muzzle/Harness	1
6-19	Female in Season	Female in Season	0
6-20	Barking	Barking	0
6-22	Restraint - Dogs	Restraint - Dogs	40
6-22 (B)	Restraint - Tethering	Restraint - Tethering	1
6-23	Numbers Restricted	Numbers Restricted	0
6-31	License Required	License Required	24
6-57	Feral Cat Permit Required	Feral Cat Permit Required	0
6-68	Rabies Vaccinations Required	Rabies Vaccinations Required	22
	OBS Violations	OBS Violations	0
	Failure to Quarantine	Failure to Quarantine	0
40 Citations issued for a total of 106 Charges			

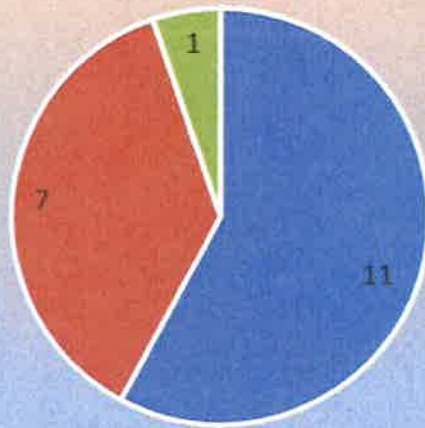


Bellevue Dog Bite Levels



■ Level 2 Bites: ■ Level 3 Bites: ■ Level 4 Bites: ■ Level 5 Bites:

Bellevue Cat Bite Levels



■ Level 2 Bites: ■ Level 3 Bites: ■ Level 4 Bites:

Bite Levels for Dogs and Cats

Level 1: Snap and Miss

Level 2: Skin contact by teeth but no punctures. However, may be skin nicks and slight bleeding.

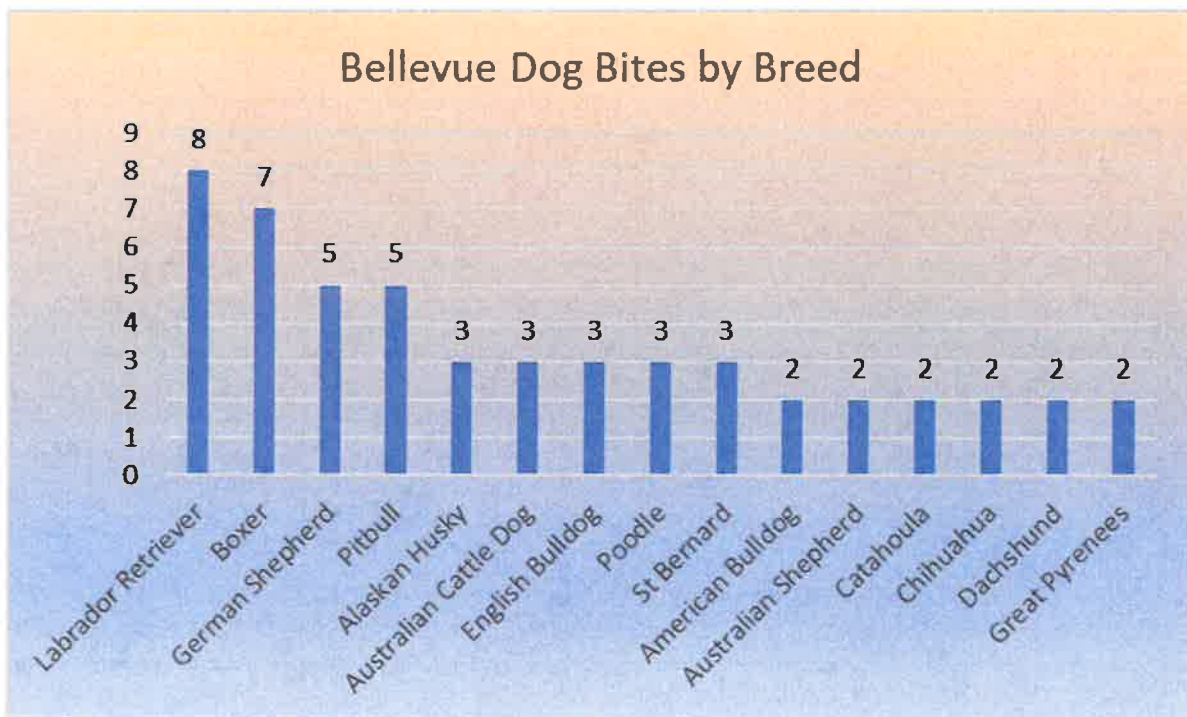
Level 3: Single bite. 1-4 punctures from the teeth. At least one puncture as deep as half the length of the dog's canine teeth. Could have caused tearing, lacerations in a single direction, caused by victim pulling away or gravity.

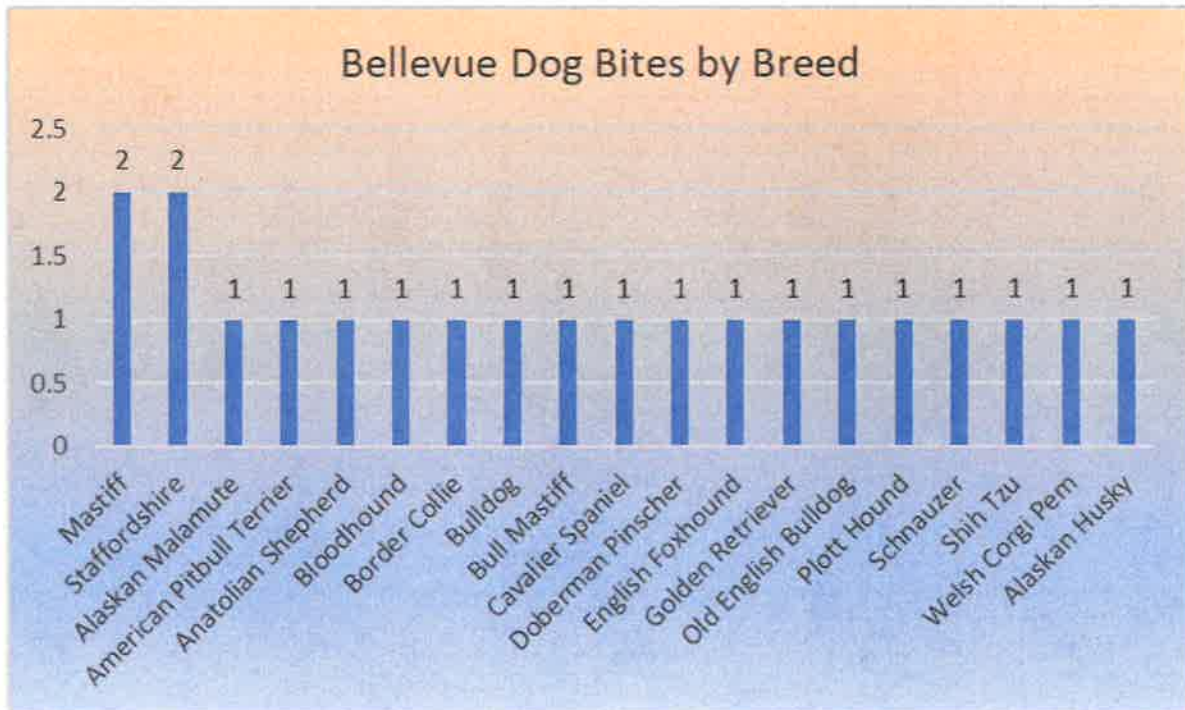
Level 4: 1-4 punctures from a single bite with at least one puncture deeper than half the length of the canine teeth. Holds and shakes. Could have deep bruising around the wound or a laceration in both directions OR multiple bites from the jaw moving so quickly unable to count how many punctures.

Level 5: Multiple bite incident with at least two Level 4 bites or a multiple attack incident with at least one Level 4 in each bite. Mutilation.

Level 6: Bite incident with injuries that require critical care, victims require hospitalization and injuries considered life threatening. Significant loss or disfiguration of limb, digit, or body part.

Level 7: Death





This concludes the 2024 annual report.

MINUTE RECORD

6.
8/5/2025

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 1

MAYOR

AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	46.43
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	GAME CHANGER GALA EVENT SPONSOR	1,000.00
		<hr/>
		\$ 1,046.43

CITY ADMINISTRATOR

AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	92.86
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	36.80
COURTYARD BY MARRIOTT LAS VEGAS	PC-ADV DEPOSIT HOTEL FOR CONFERENCE	1,827.70
FAMILY FARE	PC-SUPPLIES FOR STATE SENATORS MEETING	42.44
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE307746	70.71
KWIK SHOP #0675	PC-FUEL FOR CITY VEHICLE	46.67
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	27.40
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	598.94
SOUTHWEST AIRLINES	PC-AIRFARE FOR CONFERENCE	416.91
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	165.92
		<hr/>
		\$ 3,326.35

CITY COUNCIL

DON PREISTER	2025/04 REIMB FOR INTERNET	55.00
DON PREISTER	2025/05 REIMB FOR INTERNET	55.00
DON PREISTER	2025/06 REIMB FOR INTERNET	55.00
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		\$ 165.00

LEGAL

AMERICAN BAR ASSOCIATION	PC-2025/09/01-2026/08/31 MEMBERSHIP DUES	270.00
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	139.29
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	6.49
CAPITAL BUSINESS SYSTEMS, INC	2025/05/04-06/06 COPIER EXPENSE	69.34
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE307746	12.48
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	4.83
NEBRASKA STATE BAR ASSOCIATION	PC-2025 CITY ATTORNEYS SEMINAR	500.00
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	105.69
THOMSON REUTERS - WEST	PC-2025/03/31M ONLINE SOFTWARE	471.24
		<hr/>
		\$ 1,579.36

CABLE ADVISORY

HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE307746	62.39
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	32.47
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	24.17
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	528.47
		<hr/>
		\$ 693.93

CITY CLERK

COLUMN SOFTWARE, PBC	PC-LEGAL ADS	1,839.64
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	56.28
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE307746	108.15
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	41.90
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	916.02
		<hr/>
		\$ 2,961.99

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-OFFICE SUPPLIES, CASH BAGS	551.62
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	225.02
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	47.62
CAPITAL BUSINESS SYSTEMS, INC	2025/06/09-07/08 PRINTER EXPENSE	19.61
DELUXE SMALL BUSINESS SALES, INC	PC-DEPOSIT SLIPS FOR BANK ACCTS	109.57
HANEY SHOE STORE	SAFETY SHOES-T EBEL	180.99
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE307746	91.51
INDOFF, INC	10 CASES OF COPY PAPER	459.90
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	35.45

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 2

FINANCE/RISK MANAGEMENT (cont'd)

NEBRASKA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS	PC-2025/04/01-2026/03/31 MEMBERSHIP RENEWAL-SEVERSON	180.00
NEBRASKA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS	PC-2025/04/01-2026/03/31 MEMBERSHIP RENEWAL-TORDOFF	265.00
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	775.09
QUADIENT FINANCE USA, INC	2025/07/02 REFILL ACCT 9893	1,000.00
RICH SEVERSON	REIMB FOR CONFERENCE EXPENSE	149.66
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		\$ 4,091.04

LIBRARY

AMAZON.COM, LLC	PC-3D SCANNER, OFFICE SUPPLIES, BOOKS, PROGRAM SUPPLIES, ROTATING DISPLAY STAND, VIDEOS	4,022.49
BIBLIOTHECA, LLC	2025-2026 MAINT AGREEMENTS RFID W/S, SELF CHECK, LIB CONN	8,932.41
CAPITAL BUSINESS SYSTEMS, INC	2025/06/10-07/09 COPIER EXPENSE	207.95
CAPITAL BUSINESS SYSTEMS, INC	2025/03/02-06/01 COPIER EXPENSE	252.70
CAPITAL BUSINESS SYSTEMS, INC	2025/09/02-12/01 COPIER EXPENSE	541.78
CENGAGE LEARNING, INC	2025/04/19-2026/04/18 TESTING & ED REF CTR	2,587.96
CENGAGE LEARNING, INC	2025/04/19-2026/04/18 CHILTON LIBRARY	2,587.96
CENGAGE LEARNING, INC	LARGE PRINT BOOK	26.39
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	95.88
COLUMN SOFTWARE, PBC	PC-LEGAL AD	18.00
COX BUSINESS SERVICES	2025/07/09-08/08 MONTHLY SERVICE	410.00
DEMCO	WALL MT MAGAZINE RACK	284.36
DISCMAGIC LLC	PC-FILTER FOR DVD CLEANING MACHINE	27.20
EBSCO INFORMATION SERVICES	2025/09/01-2026/08/31 ANNUAL PERIODICAL SUBSCRIPTIONS	7,179.81
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE201515	0.00
HOSTGATOR.COM	PC-2025/04/26-05/25 MONTHLY DOMAIN	87.99
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	35.00
INGRAM LIBRARY SERVICES LLC	BOOKS	2,749.52
MATRIX BUSINESS SYSTEMS INC	2025/05/30-06/30 COPIER EXPENSE	9.75
MICROFILM IMAGING SYSTEMS	2025/07/01-2026/06/30 SCANPRO ANNUAL SERVICE AGREEMENT	250.00
MIDWEST TAPE	DALGLIESH SERIES 3 DVD	138.70
QUADIENT FINANCE USA, INC	2025/06/30M LIBRARY NEOSHIPS	682.47
RUFF WATERS, INC	2025/06/30M AQUARIUM MAINTENANCE	120.00
ZOOM VIDEO COMMUNICATIONS INC	PC-2025/05/11-2026/05/10 ZOOM WORKPLACE SUBSCRIPTION	224.85
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		\$ 31,473.17

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	139.29
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	36.80
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE307746	70.72
HR CERTIFICATION INSTITUTE	PC-RECERTIFICATION FEE, CERTIFICATE	219.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	46.00
INDUSTRIAL ORGANIZATIONAL SOLUTIONS, INC	2025 FD APPARATUS ENGINEER WRITTEN EXAM	7,895.00
INSTITUTE FOR COMMUNITY ALLIANCES	2024/11/01-2025/10/31 HMIS USER LICENSES	470.00
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	27.40
NEBRASKA DEPARTMENT OF TRANSPORTATION	GLAVAL 5310 MINIBUS FOR RURAL TRANSIT	25,008.00
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	598.94
UPS	PAYROLL MAILINGS	55.29
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	1,906.38
		<hr/>
		\$ 36,472.82

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 3

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-MARKING PAINT	114.95
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE195089	1.19
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	718.22
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	232.15
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	1.90
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	20.97
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	185.40
AaLL ABOUT TREES	REMOVE ASH TREES-802 W 32ND AVE	1,500.00
CAPITAL BUSINESS SYSTEMS, INC	2025/06/10-07/09 COPIER EXPENSE	157.98
CROW LAWN CARE LLC	2025/05/29-07/03 MOWING	5,000.00
MOTOROLA SOLUTIONS, INC	REMOTE SPEAKER, MANAGEMENT	919.64
MOTOROLA SOLUTIONS, INC	TWO (2) PORTABLE RADIOS AND ACCESSORIES	14,087.04
		<hr/>
		\$ 22,939.44

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INSTALLATION	3,839.50
	2025/06/02-06/29	
ALFRED BENESCH & COMPANY	BPW-250118 MS4 PERMITTING SERVICES	766.76
	2025/04/07-06/29	
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	432.35
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	3.19
CARHARTT, INC	PC-HI VIZ SHIRTS, UNIFORM SHIRTS	851.52
COLUMN SOFTWARE, PBC	PC-LEGAL AD	46.36
FULL SOURCE, LLC	PC-SAFETY SHIRT	104.80
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE195089	2.00
JEO CONSULTING GROUP, INC	BPW-250113 BELLEVUE PCSMP REVIEWS THRU	3,083.75
	2025/06/27	
JEO CONSULTING GROUP, INC	BPW-250119 PW STRATEGIC PLANNING THRU	5,648.75
MCL CONSTRUCTION	2025/06/30M BWP GCM-139 BELLEVUE BAY INDOOR	678,619.70
	WATERPARK	
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	35.21
MIDWEST LABORATORIES, INC	FLOOD SOIL TESTING-HAWORTH DRAINAGE	1,465.00
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	311.35
PRECISE MRM LLC	2025/06/30M FLAT DATA PLAN	92.00
SARPY COUNTY COURT	CIVIL PROCESS COLLECTIONS-QUAIL CREEK LIFT	1,396.00
	STATION	
TITLECORE NATIONAL, LLC	PW FACILITY LAND ACQUISITION ESCROW (20.02	25,000.00
	AC, 25-121893-C)	
TITLECORE NATIONAL, LLC	PW FACILITY LAND ACQUISITION ESCROW (37.85	25,000.00
	AC, 25-121894-C)	
TRISTAR	2025/06/30M CLAIMS PAID AND ALAE	302.88
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	212.94
		<hr/>
		\$ 747,214.06

PARKS

AMAZON.COM, LLC	PC-DRAG HARROW GRADER	299.99
A-RELIEF SERVICES	2025/06/14-07/11 PORTABLE RESTROOMS-CHURCH	199.00
A-RELIEF SERVICES	2025/06/17-07/14 PORTABLE RESTROOMS &	405.00
	EXTRAS SERVICES-AHP	
A-RELIEF SERVICES	2025/06/22-07/19 PORTABLE RESTROOMS-	199.00
	SWANSON PARK	
A-RELIEF SERVICES	2025/06/02-06/29 PORTABLE RESTROOMS-	103.00
	HAWORTH PARK	
A-RELIEF SERVICES	2025/06/02-06/29 PORTABLE RESTROOMS-BICYCLE	103.00
	CLUB	
A-RELIEF SERVICES	2025/05/20-06/16 PORTABLE RESTROOMS-	277.00
	BELLEVUE HEROES PARK	
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	86.47
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	101.85
BoMAR SOFT PLAYGROUNDS	REPLACE FLOATABLE SHARK IN POOL-CASCIO	7,199.00
CHICK-FIL-A	PC-MEALS	125.00
COX BUSINESS SERVICES	2025/07/31M MONTHLY SERVICE	107.39
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE392127	0.00
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE697770	6.63
HGM ASSOCIATES INC	BPW-250108 EVERETT PICKLE BALL COURT THRU	2,758.12
	2025/07/15	

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 4

PARKS (cont'd)

HOME DEPOT	PC-PRUNING SAW, ORBIT SANDER, BATTERY	398.50
HUGHES TREE SERVICE	TREE REMOVAL-1901 BANDLYTOWN PL	495.00
J & J SMALL ENGINE SERVICE	PC-HEXNUTS FOR CHAINSAW	23.40
MDONALDS RESTAURANT #3701	PC-DRINKS, COOKIES	18.94
MENARDS	PC-MOUSE TRAPS, PAINT, FLY PAPER, HEADLAMP, SPRINKLER HEAD	170.50
METROPOLITAN UTILITIES DIST	2025/06/06-07/07 MONTHLY SERVICE	101.53
METROPOLITAN UTILITIES DIST	2025/06/06-07/09 MONTHLY SERVICE	4,615.57
METROPOLITAN UTILITIES DIST	2025/06/07-07/09 MONTHLY SERVICE	63.27
METROPOLITAN UTILITIES DIST	2025/06/07-07/10 MONTHLY SERVICE	47.44
METROPOLITAN UTILITIES DIST	2025/06/11-07/10 MONTHLY SERVICE	172.66
MIDWEST DCM, INC	BPW-250108 EVERETT PICKLE BALL COURT THRU 2025/07/31	57,215.50
PAPILLION SANITATION	2025/06/18 CLEAN UP-ASPEN PARK	30.00
PRECISE MRM LLC	2025/06/30M FLAT DATA PLAN	299.00
PRIDE HOME SERVICES, INC	IRRIGATION SYSTEM REPAIR	345.00
SITEONE LANDSCAPE SUPPLY	CHEMICALS FOR PARKS, FERTILIZER	4,098.20
STANDARD HEATING & AIR CONDITIONING,	REPLACE DUAL CAPACITOR	270.00
SUN VALLEY LANDSCAPING	PC-MULCH-ROSE GARDEN 911 SITE	162.50
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	3,825.44
		\$ 84,322.90

RECREATION

AMAZON.COM, LLC	PC-BASKETBALL HOOP, SHOWER CURTAINS	178.76
ALL SEASONS FOUNDATION	2025/07/24 MUSIC IN THE PARKS	400.00
AMERICAN FOODS GROUP	CONCESSION SUPPLIES	120.00
AQUA-CHEM	CHEMICALS FOR POOLS	3,761.45
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	132.90
CAPITAL BUSINESS SYSTEMS, INC	2025/06/11-07/10 COPIER EXPENSE	50.52
COX BUSINESS SERVICES	2025/07/31M MONTHLY SERVICE	83.39
ELIZET VILLALOBAS	REFUND WEDDING RECEPTION DEPOSIT	450.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	672.67
HEATHER KRUEGER	REFUND MINOR SOFTBALL	45.00
METROPOLITAN UTILITIES DIST	2025/06/06-07/07 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	7,495.71
METROPOLITAN UTILITIES DIST	2025/06/07-07/09 MONTHLY SERVICE	23,500.20
METROPOLITAN UTILITIES DIST	2025/06/10-07/09 MONTHLY SERVICE	87.66
MIDWEST IMPRESSIONS	LEAGUE CHAMPS BASEBALL SHIRTS	863.20
PRECISE MRM LLC	2025/06/30M FLAT DATA PLAN	92.00
TERESA SAAB	REFUND POOL PARTY DEPOSIT	130.00
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	414.49
		\$ 38,489.63

FACILITY MAINTENANCE

AE SUPPLY	PC-MARATHON 1/6-HP MOTOR, REGULATOR	405.00
AMAZON.COM, LLC	PC-FEBCO PVB REPAIR KIT, CARPET CLEANER, UMBRELLA, FLAGPOLE	703.87
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	139.29
BATTERIES PLUS #73	PC-BATTERIES-LONGO BLDG	53.90
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	429.45
CERRIS SYSTEMS NORTH CENTRAL, INC	HP'S NOT COOLING, REPLACE HEAT PUMP-	11,177.00
CODY PEST MANAGEMENT	PEST CONTROL	201.00
COMMERCIAL RECREATION SPECIALISTS	PC-COMPUTER BOARD-LOOKING GLASS SPLASH	251.60
COX BUSINESS SERVICES	2025/07/31M MONTHLY SERVICE	107.39
DAY ELECTRIC SERVICE, INC	ADD TV RECEPTACLES, ADD POLE & CIRCUITS, ADD LIGHT FIXTURES, REWIRE GFCI	4,435.69
DOOR CLOSERS USA	PC-DOOR CLOSER ARM-DIST 2	80.26
DURABLE FLAGS, LLC	PC-NEBRASKA FLAGS	299.75
DWAYNE NIELSEN	CABLE OUT DRAIN LINE-WASHINGTON PARK	550.00
FERGUSON ENTERPRISES #227	PC-PRESSURE/BAL CARTRIDGE KIT, DIAPHRAGM-1510 WALL ST	109.97
FERGUSON ENTERPRISES LLC #228	PC-FLAPPER W/CHAIN, PLUMBING SUPPLIES, PRESSURE VALVE, BREAKER	567.27
GRAINGER	PC-WATTS TOTAL RELIEF KITS-POOLS	831.62

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 5

FACILITY MAINTENANCE (cont'd)

HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	2,152.09
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE173904	4.57
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE185987	0.00
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE197090	0.00
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE387012	27.37
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE531772	1.66
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE537731	0.83
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 ILA057815	0.00
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 ILA068052	0.00
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 ILA072249	0.00
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 NGM351570	0.00
HOTSY EQUIPMENT CO	PC-O-RINGS, NOZZLES-POLICE CAR WASH	72.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	39.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	316.70
MENARDS	PC-QUICK SNAPS, BALLASTS, SPACKLING, SHEATHING, COUPLERS, COMPOUND, LEAF RAKE, SEALANT, PAINT, TOOLS, BUSHINGS, LANDSCAPING SUPPLIES, CLEANING SUPPLIES	1,631.33
METROPOLITAN UTILITIES DIST	2025/06/06-07/07 MONTHLY SERVICE	172.07
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	227.79
NEWMAN SIGNS INC	PC-NO PARKING SIGNS - CITY HALL	164.60
OVERHEAD DOOR CO OF OMAHA	REPLACE SPRINGS, PUT BOLT BACK IN	1,116.00
PIPING RESOURCES, INC	PC-GASKETS, PRIMER	68.41
PRECISE MRM LLC	2025/06/30M FLAT DATA PLAN	161.00
ROCHESTER MIDLAND CORPORATION	2025/07/31M WATER ENERGY TEAM FIXED BILLING	370.00
SHERWIN WILLIAMS CO	PC-PAINT SUPPLIES-POOLS	135.90
SOUTHERN CARLSON, INC	PC-PRESS TOOLS W/JAWS	420.00
TREES SHRUBS AND MORE	PC-LANDSCAPING, PLANTS, POTTED TREES	2,096.68
TRICO MECHANICAL SERVICES	HVAC REPLACEMENT MATERIALS-STREET	4,824.00
TRICO MECHANICAL SERVICES	MINI-SPLIT SERVICE-DIST 2	498.38
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	729.35
UTILITY EQUIPMENT COMPANY	PC-6FT BURY YARD HYD 3/4 INLET-CEMETERY	198.84
WESTLAKE ACE HARDWARE	PC-BOLTS FOR BACKFLOW, TRIMMER LINE, HOSES, THREADLOCKER, HOSE NOZZLES	387.21
		\$ 36,158.84

CEMETERY

AMAZON.COM, LLC	PC-HEAVY DUTY SNAP HOOKS	59.74
A-RELIEF SERVICES	2025/06/14-07/11 PORTABLE RESTROOMS	199.00
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	82.19
COX BUSINESS SERVICES	2025/07/31M MONTHLY SERVICE	83.39
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE147557	0.00
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE213015	0.00
MENARDS	PC-SPRINKLER SUPPLIES, HOSES, PLIERS	142.83
METROPOLITAN UTILITIES DIST	2025/06/06-07/07 MONTHLY SERVICE	106.73
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	20.46
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	225.00
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	575.91
WESTLAKE ACE HARDWARE	PC-GLUE, OIL, MOUNTING TAPE, TRIMMER LINE	162.93
WINDY PRAIRIE SYSTEMS, INC	2025/06/01-2026/05/31 ONLINE HOSTING,	2,300.00
		\$ 4,004.61

STREETS

ABOUT PHASE ACADEMY, LLC	PC-TRAFFIC SIGNALTECH 2 FIELD TRAINING- WILSON	550.00
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2025/06/02-06/29	14,568.90
ALFRED BENESCH & COMPANY	BPW-250103 CDBG SIDEWALK IMP 2025/06/02-06/29	2,377.00
ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2025/06/02- 06/29	6,832.66
ALFRED BENESCH & COMPANY	BPW-250104 OVERLAY PROJ ENG SERVICES 2025/06/02-06/29	8,181.25
AMAZON.COM, LLC	PC-PHONE MOUNT, REMOTE CONTROL, TOOL BOX, CLEANING SUPPLIES	949.89

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 6

STREETS (cont'd)

AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	272.19
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	146.48
CAPITAL BUSINESS SYSTEMS, INC	2025/06/12-07/11 COPIER EXPENSE	20.39
CORNHUSKER INTERNATIONAL TRUCKS	2026 INT'L TRUCK CHASSIS (2)	223,464.00
COX BUSINESS SERVICES	2025/07/31M MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	REPLACE ONE (1) TRAILER RAMP (SUPER LAWN	1,725.00
CROW LAWN CARE LLC	2025/06/09-06/20 ROW MOWING - CYCLE 4	10,982.88
CROW LAWN CARE LLC	2025/06/23-07/08 ROW MOWING - CYCLE 5	10,982.88
DIAMOND VOGEL, INC	GLASS BEADS 50 LB BAGS	395.00
DREFS TREE SERVICE	CUT DOWN TWO (2) DEAD TREES-CHATEAU POWERS DR	480.00
HDR ENGINEERING, INC	BPW-240501 PRAIRIE HILL DEVELOPMENT 2025/06/01-06/28	36,053.21
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE231905	2.08
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE642709	2.49
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE697769	0.42
HGM ASSOCIATES, INC	BPW-250602 FT CROOK BRIDGE TRAFFIC CONTROL THRU 2025/07/15	366.92
HGM ASSOCIATES, INC	BPW-240604 CULVERT WINGWALL REPAIR THRU 2025/05/15	2,699.64
HGM ASSOCIATES, INC	BPW-250102 CONCRETE REPAIR PROJECT PKG 2 THRU 2025/07/01	7,689.42
IA/NE CONCRETE PRODUCTS	CONCRETE	3,626.50
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK 2025/05/24-06/27	2,818.63
JACOBS ENGINEERING GROUP, INC	BPW-250301 QUAIL CREEK REHAB 2025/05/24-06/27 FINAL DESING	30,039.76
JEO CONSULTING GROUP, INC	BPW-250120 INDUSTRIAL DRAINAGE IMP THRU 2025/07/18	3,673.75
LOGAN CONTRACTORS SUPPLY	PC-REBAR, TIE BAR STAKES FOR CONCRETE	701.00
LOGAN CONTRACTORS SUPPLY	PAINT, MONOFILM CONCENTRATE, TIE BAR STAKES, BUMP CUTTER, PAVERS EDGES	1,378.86
MARTIN ASPHALT	BULK ASPHALT TACK	548.00
MARTIN MARIETTA MATERIALS	CRUSHED RUN	10,622.83
MENARDS	PC-LUMBER FOR TYPE 3 BARRICADES, RATCHET STRAPS, MAIL BOX SUPPLIES, NAILS	749.94
METROPOLITAN UTILITIES DIST	2025/06/06-07/07 MONTHLY SERVICE	176.17
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	208.90
METROPOLITAN UTILITIES DIST	2025/06/07-07/08 MONTHLY SERVICE	272.71
METROPOLITAN UTILITIES DIST	2025/06/11-07/10 MONTHLY SERVICE	54.73
MICHAEL TODD INDUSTRIAL SUPPLY	PRISMATIC SHEETING, RED FLAGS, WEDGES, SPRAY PAINT	5,449.72
MIDWEST FENCE-GUARDRAIL SYSTEMS INC	MOBILIZATION, TRAFFIC CONTROL, REPAIR CABLE	6,100.00
MIDWEST LABORATORIES, INC	1 CASE LITER BOTTLE, COOLER, SHIPPING	28.81
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240124 WHITTED CREEK 2025/05/24-06/20	587.50
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240121 COLLEGE HEIGHTS 2025/05/24-06/20	125.00
MOBOTREX	12" LED BALL, RED	3,240.00
NL & L CONCRETE INC	BPW-250103 2025 CDBG SIDEWALK	37,907.28
OMAHA PUBLIC POWER DISTRICT	2025/05/19-06/19 MONTHLY SERVICE	286.80
OMAHA PUBLIC POWER DISTRICT	2025/05/21-06/23 MONTHLY SERVICE	33.10
OMAHA PUBLIC POWER DISTRICT	2025/05/29-06/27 MONTHLY SERVICE	100,601.80
OMAHA PUBLIC POWER DISTRICT	2025/05/30-07/01 MONTHLY SERVICE	163.37
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	34.55
OMNI ENGINEERING	ASPHALT, CITY OVERLAY	191,952.80
PRECISE MRM LLC	2025/06/30M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	30,729.68
TAPCO	STEEL BASES, MOUNTING KITS, SQUARE	7,124.80
THE SCHEMMER ASSOCIATES	BPW-250102 2025 CONCRETE PROJECTS	1,905.00
THE SCHEMMER ASSOCIATES	BPW-240201 FONTENELLE HILLS RECONST	8,840.00
TRISTAR	2025/06/30M CLAIMS PAID AND ALAE	26,690.81
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	3,628.05
WESTERN ENGINEERING CO	ASPHALT	627.30
WESTLAKE ACE HARDWARE	PC-GAS CANS, JOINT KNIFE, BRUSH, FASTENERS	141.46
		\$ 811,282.48

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 7

FLEET MAINTENANCE

911 CUSTOM, LLC	PIONEER+ DUAL SURF MT 12V-UTIL3	2,412.48
AA WHEEL & TRUCK SUPPLY, INC	LED UNI-LIGHTS, GROMMETS, PINTLE HOOK, RECEIVER TUBE	263.42
AFFORDABLE COMPUTER REPAIR	PC-LAPTOP BATTERIES	130.00
AGRIVISION EQUIPMENT GROUP	PC-SEAL, LEVER, GAS OP CYLINDER	229.87
AMAZON.COM, LLC	PC-BATTERY CHARGER, BRAKE CONTROLLER, MAGNETIC BASE INDICATOR HOLDER, GRAB HOOKS, HD SPRINGS, DOOR SWEEP, ROTATING BEACON, DIAL INDICATOR	1,346.45
ARNOLD MOTOR SUPPLY	FUEL PUMP DRIVER MOD RELOCATION KIT. STEERING STABILIZER, CONNECTORS	178.38
ARROW TOWING	HEAVY DUTY TOW-TRUCK21	525.00
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	46.43
AUTOMOTIVE WAREHOUSE DIST, INC	SPARK PLUGS, & GLOW PLUGS, V-BELT, EXHAUST CLAMS, EXTRACTOR, THREADLOCKER, TIRE PLUGS, RELAYS	374.10
BAUER BUILT TIRE & SERVICE	ST225/75R15 STRONG GUARD TIRE	130.85
BAXTER FORD	PC-BOLTS, COMPRESSOR ASSY, AIR INLET, SEALS, SEAT BELT TENSIONER, SHOCK ABSORBERS, BOOSTER ASSY, CONNECTORS, SHOCK ABSORBERS, STEERING SHAFT, DRIVE SHAFT BEARINGS, OXYGEN SENSOR, SEPARATOR, REAR WIPER, VACUUM TUBE	2,646.98
BAXTER FORD	2025/05/30-06/30 MONTHLY SERVICE	49.35
BLACK HILLS ENERGY	PC-BLAC RAC & MOUNT-PO814	1,226.49
BLAC-RAC MANUFACTURING, INC	PC-TIRE-ST214	394.75
BOBCAT OF OMAHA	2025/05/20-06/19 COPIER EXPENSE	47.69
CAPITAL BUSINESS SYSTEMS, INC	CASE OF FREE AEROSOL/PENETRATING OIL	202.95
CERTIFIED LABORATORIES	PLOW FRONT WHEEL HUB SEAL, FUEL PUMP, TAIL LIGHT, AIR VALVE, HOSE	2,527.46
CORNHUSKER INTERNATIONAL TRUCKS	2025/07/31M MONTHLY SERVICE	107.39
COX BUSINESS SERVICES	PC-GASKET, CLAMPS-TRUCK21	301.64
CUMMINS SALES AND SERVICE	AFTERTREATMENT DEVICE, V BAND CLAMP, SENSORS-ENG21	8,037.45
CUMMINS SALES AND SERVICE	PC-CAST IRON ROLLER PUMP-PA555	489.25
DULTMEIER SALES LLC	H2O GATE VENT BREATHER	191.33
DXP ENTERPRISES, INC	CLIPS, DOCK CABLE-REPAIR AHP	462.31
EDS WIRE ROPE & RIGGING	PC-SEALS, REAR PLATE	(138.88)
EDWARDS CHRYSLER DODGE JEEP RAM	PC-CREDIT-SHIPING & HANDLING-FLT 1	(4.99)
ETRAILER CORPORATION	INTERCEPTOR DRYER BAG FOR A/C, MOTOR ASSY, BLOWER MOTOR, RESISTORS	872.57
FACTORY MOTOR PARTS CO	PC-6 FT CABLE	39.70
FORCE AMERICA INC	REPLACE WINDSHIELD MOLDING KIT-PO621	475.08
GALVIN GLASS	PC-TIRES	3,254.33
GRAHAM TIRE COMPANY	PC-VINYL DECALS-ST301E	12.00
HARRIS DECALS INC	2025/05/31-2025/06/30 BHE262116	2.08
HEARTLAND NATURAL GAS LLC	HYD MOTOR	453.19
HENDERSON PRODUCTS, INC	BOTTLED WATER	85.00
IDEAL PURE WATER COMPANY	BRAKE DRUMS	502.14
INLAND TRUCK PARTS CO	PC-BATTERIES	1,141.83
INTERSTATE BATTERIES	CONDENSOR FAN	416.88
JONES AUTOMOTIVE	PC-SWIVEL CASTER	24.00
JUDAH CASTER COMPANY	PC-FEMALE PIPE, HOSE ASSY, NOSE PIECE ASSY	722.52
KRIHA FLUID POWER CO	REPAIR TIRE MACHINE	552.86
LEMKAU SERVICE SOLUTIONS, LLC	FUEL GAUGE, GROMMET, FLYWHEEL, FUEL	751.04
LOGAN CONTRACTORS SUPPLY	PC-EMERGENCY AIR HORN, HYDRALIC FILTERS, GAS STRUTS, WINDOW SWITCH	3,140.06
MACQUEEN EQUIPMENT, LLC	SERVICE WORK FOR TRUCK21	3,767.35
MACQUEEN EQUIPMENT, LLC	WELDING SUPPLIES	233.45
MATHESON TRI-GAS INC	PC-STAINLESS STEEL BUTTON HEAD SCREWS	18.81
MCMMASTER-CARR SUPPLY COMPANY	PC-BATTERIES, PLUGS, CONNECORS, STEEL LOCKS, PAINT, CLEANING SUPPLIES	566.69
MENARDS	2025/06/06-07/08 MONTHLY SERVICE	130.41
METROPOLITAN UTILITIES DIST	RESTOCK REAR CAMERA FOR PLOW TRUCK	370.00
MGX EQUIPMENT SERVICES, LLC	ANTENNA MOUNTS	801.00
MPH INDUSTRIES INC	PC-FILTER ELEMENTS, WINDOW PANES	1,141.49
MURPHY TRACTOR		

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 8

FLEET MAINTENANCE (cont'd)

NAPA AUTO PARTS	CABIN, FILTERS, VALVE, FUEL PUMP, RELAYS, OIL, TRAILER WHEEL SETS, GLOVES, BEARING GREASE, PRO-TORQUE NUTS	3,994.25
NATIONAL SAFETY COUNCIL	PC-FORKLIFT TRAINING-SEDLACEK, URBAN	300.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	TY-RAP, CRIMP N SEAL, MINI FUSE HOLDERS, HEAT SHRINK, WASHERS, COTTER PINS	343.15
NMC INC	VENT CAP-PA403	17.98
OMAHA DOOR & WINDOW COMPANY, INC	PC-SPRINGS FOR TRAILER-ST360	88.56
OMAHA WINDUSTRIAL	PC-PVC PIPE, ADAPTERS, BUSHINGS, GASKETS-	1,176.18
PRECISE MRM LLC	PC-2025/03/31M FLAT DATA PLAN	138.00
PRECISE MRM LLC	PC-CABLE FOR PLOW TRUCKS	76.82
RAY ALLEN MANUFACTURING CO	PC-GEN 2 REMOTE-PO621	314.99
RDO TRUCK CENTERS	MILEMATE SETS, PRO-TORQ SPINDLE, KING PIN KIT-ENG21	1,357.88
ROGER'S TOWING	PC-TOW CHARGE-PO650	200.00
SCHIMBERG COMPANY	STAINLESS STEEL TEE, BUSHING, ELBOWS, NIPPLES-ENG4	232.01
STATE STEEL SUPPLY CO	PC-SQUARE TUBING, METAL-PAFLEET	684.60
SUSPENSION SHOP, INC	PC-SPRINGS, U BOLTS, PINS, BUSHINGS-ENG 31	2,224.84
THERMO KING CHRISTENSEN	STARTER, REGULATORS	151.27
TOMASEK MACHINE SHOP	OUTRIGGERS FOR TRUCK21, SPINDLES	2,687.89
TOOL SHED OF OMAHA	PC-CT7 PILOT BITS, HAMMER DRILL	232.00
TOYNE, INC	SUPER 30 AUTO EJECT, COOLANT SENSOR, DRAIN SEAL	929.26
TRISTAR	2025/06/30M RE-OPEN CLAIMS	785.00
TRUCK CENTER COMPANIES-OMAHA	PC-VALVE-ST245	90.85
TRUCK CENTER COMPANIES-OMAHA	BREATHER CRANKCASE, VENTILATION KIT-WW130	636.37
TY'S OUTDOOR POWER & SERVICE	RESTOCK HIGHLIFT BLADES	343.62
UPS STORE	PC-MAILING CHARGES-MED21	209.17
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	620.96
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS	694.62
WATEROUS COMPANY	PC-CREDIT-TRANSMISSION ASSY, GEAR DRIVE, SHAFT DRIVE	(3,893.70)
WAYTEK, INC	PC-SURE EJECT W/PLUG & COVER-PO402	376.60
WELDON PARTS INC	PC-WHEEL SPACER	39.60
WOODHOUSE PLATTSMOUTH	HOUSING-PO603	104.25
		\$ 60,172.50

SOLID WASTE

CITY OF OMAHA	2025/06/30M COMPOST DELIVERIES	11,626.49
PAPILLION SANITATION	2025/06/17-06/24 GLASS RECYCLING	436.30
PAPILLION SANITATION	2025/06/01-06/15 GLASS RECYCLING	445.80
PAPILLION SANITATION	2025/06/30M TRASH HAULING FEES	372,100.86
		\$ 384,609.45

PLANNING

HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE195089	1.81
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	2.89
COLUMN SOFTWARE, PBC	LEGAL AD	78.35
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	31.85
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	281.62
		\$ 442.95

PERMITS & INSPECTIONS

AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	645.63
BELLEVUE PRINTING COMPANY	SAFETY STICKERS FOR OCCUPANCY	522.00
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	3.86
CAPITAL BUSINESS SYSTEMS, INC	2025/05/18-06/17 COPIER EXPENSE	198.08
CARHARTT, INC	PC-UNIFORM CLOTHING	191.20
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE195089	2.41
INDOFF, INC	COPY PAPER	91.98
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	42.55
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	376.28
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	1,081.96
		\$ 3,155.95

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 9

POLICE

AARON JEZEK	REIMB TRAINING EXPENSES-RENTAL CAR, MEALS, LODGING	1,679.53
AMAZON.COM, LLC	PC-CANOPY WEIGHTS, PRINTER SUPPLIES, OFFICE SUPPLIES, DOCKING STATIONS (10), BATTERY CHARGER, STEEL TABLE, TARGETS, TV WALL MOUNT, FOLDING TABLES, COMPUTER SUPPLIES	6,682.15
AMERICAN COUNCIL ON EXERCISE	PC-2025/04/13-05/13 TRAINING MEMBERSHIP-BANKS	34.95
ANTHROPIC PBC	PC-2025/04/16-05/16 CLAUDE PRO-JASHINSKE, NNO PORTABLE RESTROOMS	40.00
A-RELIEF SERVICES		189.00
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	5,342.94
AT&T MOBILITY-CC	2025/06/05-07/04 MONTHLY SERVICE	2,738.15
BELLEVUE ANIMAL HOSPITAL	VET VISIT-KADO	335.97
BENEFIT PLANS	2025/07/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BERLA CORPORATION	PC-IVE VEHICLE SYSTEM FORENSICS COURSE-2025/05/30-06/30 MONTHLY SERVICE	4,500.00
BLACK HILLS ENERGY		68.36
BROWNELLS	ARMORER'S CLEANING SUPPLIES	261.09
CAPITAL BUSINESS SYSTEMS, INC	2025/06/17-07/16 COPIER EXPENSE	301.22
CITY OF LAVISTA	SDLEA TUITION-FORTUNATO, PRINSEN, RENDON-MANUALS	9,165.00
CITY OF OMAHA	2025/06/30Q FOR FORENSIC SERVICES	4,100.00
CNA SURETY DIRECT BILL	PC-2025/05/18-2029/05/18 BOND RENEWAL-GREINER	40.00
COX BUSINESS SERVICES	2025/07/31M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2025/07/02-08/01 MONTHLY SERVICE	285.00
CROW LAWN CARE LLC	2025/04/01-04/16 LEGAL FEES-CODE ENF	1,060.81
CROW LAWN CARE LLC	2025/04/17-05/27 LEGAL FEES-CODE ENF	1,725.12
CULLIGAN OF OMAHA	2025/06/30 BOTTLED WATER	484.30
DATA PILOT, INC	2025/09/04-2026/09/04 RENEW LICENSE	2,795.00
DAY ELECTRIC SERVICE, INC	INSTALL 12 OUTLETS ON POLES AND LIGHT POLES-LPR CAMERAS	5,195.47
DIGITAL INTELLIGENCE, INC	FRED AMD FORENSIC RECOVERY OF EVIDENCE WORKSTATION	14,149.00
DILLON BROTHERS MOTORSPORTS	REPAIR TO MOTORCYCLE 7, 8 AND 818	1,653.64
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	220.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	55.58
GALL'S, LLC	ANTI-RIOT SHIELDS (15)	1,791.39
GREAT PLAINS UNIFORMS	UNIFORM ITEM-MARKVE	180.00
GREAT PLAINS UNIFORMS	SEW PATCHES, EMBROIDERY-FRANKS	80.00
HARBOR FREIGHT TOOLS	PC-BALL HITCHES FOR COMMAND TRAILER	37.98
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE195089	42.77
HILTON GARDEN INN WEST DES MOINES	PC-LODGING FBINAA CONF-MELVIN, PAULSEN	497.28
HOMEFRONT PROTECTIVE GROUP, INC	PC-WORKING UNDERCOVER TRAINING-MONAY	95.00
HOPE VALENTINE, LLC	2025/05/31M MENTAL HEALTH-4 HOURS	600.00
HYATT PLACE LENEXA	PC-LODGING FOR TRAINING-SHIVERS	639.08
HYUNDAI MOTOR FINANCE	2025/07/31M LEASE PMT	720.01
INTERNATIONAL ASSOCIATION FOR PROPERTY AND EVIDENCE	2025/01/01-12/31 RENEW MEMBERSHIP-HOFFMAN	65.00
INTERNATIONAL ASSOCIATION OF CRIME ANALYSTS	PC-IACA CONF-CROGHAN	575.00
J P COOKE COMPANY	POCKET STAMPER-J SCHARS	39.40
JACKSON SERVICES, INC	DOOR MAT SERVICE	175.93
JOE MILOS	REIMB TRAINING EXPENSES-MILEAGE, MEALS	709.80
JOSEPH GRAY	REIMB FOR K9 MEDICINE-HY VEE	98.56
JULIE COOMBS	MATH PREPARATION CLASSES FOR TESTING	200.00
LANGUAGE TESTING INTERNATIONAL, INC	LANGUAGE TESTING-D MIMENEZ, A RENDON	126.00
LENS EQUIPMENT	2025/08/23-2026/08/22 GPS TRACKING RENEWAL	499.00
MANTLE CLOTHING, LLC	NEGATIVE CANT PLATES	195.00
MATCON, LLC	2025/08/31M RENT FOR K9 BUILDING	1,300.00
MATRIX BUSINESS SYSTEMS INC	COPIER SUPPLIES	637.00
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	754.06
MOTOROLA SOLUTIONS, INC	REPLACE PORTABLE RADIOS (25), RADIO	6,237.50
MSAB INCORPORATED	2025/09/01-2026/09/30 LICENSE RENEWAL	4,736.00
MYZONE, INC	PC-2025/04/30M WELLNESS PROGRAM	75.00
NATIONAL STRENGTH & CONDITIONING	PC-2025 TACTICAL ANNUAL TRAINING-MARRS	460.00
NEBRASKA FURNITURE MART	SAMSUNG 50" SMART TV	347.99
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	PC-SDLEA CERTIFICATION FEES-FREISINGER, JIMENEZ	150.00
NEBRASKA SECRETARY OF STATE	PC-NOTARY APPLICATION-JANDA, CLARK	65.00

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 10

POLICE (cont'd)

NSA/POAN CONFERENCE	PC-2025 NSA/POAN CONF-CLARY	200.00
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	6,668.22
OMNI ORLANDO RESORT	PC-LODGING IACA CONF-CROGHAN	204.96
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/04/26-05/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/05/02-06/01 EVIDENCE STORAGE	164.00
REVOLUTION WRAPS, LLC	PC-VEHICLE WRAP 2020 FORD EXPLORER	599.98
SCHOOL OUTFITTERS, LLC	PC-DRY ERASE BOARD	(1,393.12)
SHERWIN WILLIAMS CO	PC-PAINT	296.85
SIXT RENT A CAR, LLC	PC-CAR RENTAL IVE VEH SYS FORENSICS COURSE-JEZEK	488.48
SOUTHERN CARLSON, INC	VEHICLE WASH AND WAX	1,418.00
SOUTHWEST AIRLINES	PC-AIRFARE FOR TRAINING-LAMPMAN	336.36
SOUTHWEST AIRLINES	PC-AIRFARE IACA CONF-CROGHAN	403.36
SOUTHWEST AIRLINES	PC-AIRFARE IVE VEH SYS FORENSICS COURSE-ENTRY LEVEL POLICE OFFICER SELECTION TESTING-2025/07/19	370.97
STEVEN L ANDRASCHKO		150.00
SUNSET LAW ENFORCEMENT, LLC	DUTY AND TRAINING AMMO	3,299.99
SYMBOL ARTS	SWAT PATCHES	1,172.50
TEEL TECHNOLOGIES	FORENSIC TOOL KITS	1,638.00
THOMSON REUTERS - WEST	2025/06/30M ON-LINE SOFTWARE SUBSCRIPTION	496.00
THURMAN PSYCHOLOGICAL, LLC	PSYCHOLOGICAL TESTING	1,950.00
TOP NOTCH K9, LLC	PC-CHAMELEON FEATHER CONTACTS	1,255.00
TRISTAR	2025/06/30M CLAIMS PAID AND ALAE	7,022.65
TRI-TECH FORENSICS, INC	EVIDENCE TAPE AND BAGS	624.90
TWIN CREEK ANIMAL HOSPITAL	VET VISIT-ABBO, CHEQUE, MAX	1,322.05
TX PAPHILLION LLC	2025/06/30M CAR WASH	29.99
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	6,175.00
UPS STORE	MAILING CHARGES	126.89
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	15,953.90
VERIZON WIRELESS	2025/06/24-07/23 MONTHLY SERVICE	545.05
VISTA PRINT	PC-BUSINESS CARDS, MOUSE PADS	287.85
WALMART SUPERCENTER	PC-FOOD & WATER FOR TRAINING	63.55
ZERO9 HOLSTERS	SHIPPING, SPECIAL AMMO CASES	736.05
		\$ 147,379.99

FIRE & RESCUE

AMAZON.COM, LLC	PC-COPY PAPER, PRINTER SUPPLIES, FOLDING WINDSHIELDS, TOW ROPE, REAR VIEW MIRROR, BLOWER MOTOR	1,093.96
A & R ENTERPRISES	CONCRETE REPAIRS DIST 1	6,500.00
AIRGAS USA, LLC	2025/06/30M CYLINDER RENTAL, OXYGEN	208.94
ANN HICKS	REFUND FOR SERVICES	35.00
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	1,936.00
BELLEVUE PRINTING COMPANY	BUSINESS CARDS FOR BILLING	60.00
BLACK HILLS ENERGY	2025/05/30-06/30 MONTHLY SERVICE	109.70
BOUND TREE MEDICAL, LLC	PORTABLE REFRIGERATION UNIT	12,638.04
BOUND TREE MEDICAL, LLC	RESCUE EQUIPMENT & SUPPLIES	198.70
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES (PHARMACY), RESCUE EQUIPMENT & SUPPLIES	2,629.27
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES (PHARMACY), RESCUE EQUIPMENT & SUPPLIES	145.98
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES (PHARMACY), RESCUE EQUIPMENT & SUPPLIES	(6,956.32)
CAKE SPECIALISTS	PC-CUPCAKES FOR AWARD PROGRAM	414.98
COX BUSINESS SERVICES	2025/07/31M MONTHLY SERVICE	214.78
COX BUSINESS SERVICES	2025/07/31M MONTHLY SERVICE	115.00
CREIGHTON UNIVERSITY COLLEGE OF NURSING	BLS CARDS	52.50
EAGLE ENGRAVING, INC	PC-RETIREMENT PLAQUE - ROHLFING	333.95
EC DATA SYSTEMS, INC	PC-2025/04/30M SHARE OF FAX SERVER	7.95
EUGENE GLOCK	REFUND FOR SERVICES - M GLOCK	100.00

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

FIRE & RESCUE (cont'd)

GABE HOINS	REIMBURSE FOR PARAMEDIC TESTING MATERIALS - ONLINE	199.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-SCHUSTER, PETERSEN,	372.80
HARBOR FREIGHT TOOLS	PC-GREASE GUN FOR BOAT, TOOL SET	109.95
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE215876	0.00
HEARTLAND NATURAL GAS LLC	2025/05/30-06/30 BHE235679	12.84
HEARTLAND PNEUMATIC	AIR DRYERS FOR DIST 2	5,410.12
INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIR DIST 3	547.62
KNOX COMPANY	PC-2025/04/28-2026/04/27 CLOUD LICENSE	584.00
MARCO TECHNOLOGIES, LLC	2025/02/02-03/01 COPIER EXPENSE	291.49
MARCO TECHNOLOGIES, LLC	2025/03/02-04/01 COPIER EXPENSE	128.86
MARCO TECHNOLOGIES, LLC	2025/06/02-07/01 COPIER EXPENSE	156.22
MARKING REFRIGERATION, INC	WATER FILTER, ICE MACHINE MAINTENANCE-ALL	2,240.00
MENARDS	PC-BAR OIL, NAILS, CLEANING SUPPLIES, LUMBER, LIGHT BULBS	548.57
METROPOLITAN UTILITIES DIST	2025/06/06-07/07 MONTHLY SERVICE	775.99
METROPOLITAN UTILITIES DIST	2025/06/06-07/08 MONTHLY SERVICE	49.97
METROPOLITAN UTILITIES DIST	2025/06/07-07/08 MONTHLY SERVICE	1,098.79
METROPOLITAN UTILITIES DIST	2025/06/10-07/09 MONTHLY SERVICE	408.31
METROPOLITAN UTILITIES DIST	2025/06/11-07/10 MONTHLY SERVICE	244.52
MOTOROLA SOLUTIONS, INC	PORTABLE RADIO UPGRADES	83,623.32
NATIONAL FIRE PROTECTION ASSOCIATION	2025/06/13-2026/06/12 MEMBERSHIP RENEWAL-P	225.00
SAPP BROS, INC	PROPANE FOR TRAINING SITE	278.86
SFPE-GREAT PLAINS CHAPTER	PC-MEETING REGISTRATION	90.00
STERICYCLE, INC	2025/06/30M ON-SITE SHREDDING	144.00
TRANSNET, LLC	2025/06/16-06/29 TRANSCRIPTION SERVICE	287.76
TRANSNET, LLC	2025/07/01-07/07 TRANSCRIPTION SERVICE	224.06
TRISTAR	2025/06/30M CLAIMS PAID AND ALAE	3,298.96
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	9,324.67
WALMART SUPERCENTER	PC-BOTTLED WATER	45.12
WESTLAKE ACE HARDWARE	PC-GREASE FOR BOAT	11.99
	\$	130,571.22

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2025/06/30M CDBG CONSULTANT EXPENSES	612.50
AMERICAN NATIONAL BANK	2025/06/30M ACCT 1000 ANALYSIS CHG	561.80
ASHLEY FURNITURE HOME STORE	PC-2025 ICSC BOOTH - OFFICE CHAIRS	828.98
CENTURY LINK	2025/06/04-07/03 MONTHLY SERVICE	330.15
COURTYARD BY MARRIOTT	PC-IMPACT OF AI SEMINAR	1,594.82
FIRST NATIONAL BANK OF OMAHA	2025/06/30M ACCT 1084 ANALYSIS CHG	677.79
FIRST NATIONAL INSURANCE COMPANY	2023/10/01-2025/10/01 AUDIT FOR EXCESS	14,490.00
GLOBAL EXPERIENCE SPECIALISTS	PC-2025 ICSC BOOTH SET UP FEE	29.05
GREAT PLAINS COMMUNICATIONS LLC	2025/07/01-31 MONTHLY SERVICE	479.56
HEARTLAND MARKETING & COMMUNICATIONS, INC	2025/03/31-04/27 SOCIAL MEDIA MANAGEMENT CAMPAIGN	4,017.53
HEARTLAND MARKETING & COMMUNICATIONS, INC	2025/05/26-06/29 SOCIAL MEDIA MANAGEMENT CAMPAIGN	2,559.59
HOME DEPOT #3303	PC-2025 ICSC BOOTH - COFFEE TABLE, FOLDING	141.89
JUSTIN THOMS	2025 CUSTOM FARMING	29,736.92
LOCKTON COMPANIES, LLC	2025/07/31M WELLNESS CONSULTING FEE	1,875.00
LOWE'S	PC-2025 ICSC BOOTH- FOLDING TABLES,	95.00
NE-DEPARTMENT OF REVENUE	2025/06/30M SALES AND USE TAX	3,415.78
PM AM CORPORATION	2025/06/30M - ALARM FEES	2,518.00
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2025/05/31M MAT SERVICE 1903 MILES	6,890.00
SCOTT WELCH	PC-2025/05/31M WEB MAINTENANCE	125.00
TARGET CORPORATION	PC-2025 ICSC BOOTH - TABLE	54.18
	\$	71,033.54

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 12

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-CABINET, SAFETY LANYARDS, MONITOR MOUNT, BATTERIES	796.34
HOME DEPOT	PC-GROUND ROD DRIVER	37.97
MENARDS	PC-HOLE SAWS	50.98
MOTOROLA SOLUTIONS, INC	DIGITAL RADIO FOR POLICE, REMOTE SPEAKERS, BATTERY	6,582.06
ONE CALL CONCEPTS	2025/06/30M LOCATES	3.67
SENTINEL TECHNOLOGIES, INC	2025/06/30M FORTIS MONTHLY SERVICE & PRODUCT	5,414.77
TJ CABLE	2025/06/30M LOCATES	200.00
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	271.02
WASABI TECHNOLOGIES, LLC	PC-2025/03/12-04/11 MONTHLY CLOUD STORAGE	162.20
WESTLAKE ACE HARDWARE	PC-CHAIN COILS, PADLOCK	38.96
		\$ 13,557.97

2206 LONGO DR

C&E INDUSTRIES	2025/06/30M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2025/06/04-07/03 MONTHLY SERVICE	137.30
CERRIS SYSTEMS NORTH CENTRAL, INC	A/C NOT WORKING	806.20
CERRIS SYSTEMS NORTH CENTRAL, INC	SUITE 209 - WATER FLOW SENSOR	1,717.25
CERRIS SYSTEMS NORTH CENTRAL, INC	SUITE 213 NOT COOLING	1,607.50
CINTAS LOCATION #749	2025/05/27 MAT SERVICE	459.95
COX BUSINESS SERVICES	2025/05/27-06/26 MONTHLY SERVICE	157.80
EYMAN PLUMBING	EMERGENCY WATER MAIN LEAK	7,535.32
JIFFY/LEVENSPPN'S SUPPLY	SUPPLIES	193.08
METROPOLITAN UTILITIES DIST	2025/05/07-06/05 MONTHLY SERVICE	1,031.38
OMAHA PUBLIC POWER DISTRICT	2025/04/23-05/21 MONTHLY SERVICE	6,956.09
PAPILLION SANITATION	2025/06/30M SERVICE	379.30
PROTECH PEST CONTROL	2025/06/30M PEST CONTROL	149.80
SCHUMACHER ELEVATOR COMPANY	2025/06/30Q ELEVATOR MAINTENANCE	580.56
SELDIN LLC	2025/05/31M MANAGEMENT FEES	1,450.00
SELDIN LLC	2025/06/30M APPFOLIO FEES	41.42
SELDIN LLC	2025/06/30M BANK FEES	25.37
STERICYCLE, INC	2025/06/30M SERVICE	189.89
TAILORED LAWN, INC	2025/05/31 LAWN CARE SERVICE	700.00
TAILORED LAWN, INC	2025/06/30 LAWN CARE SERVICE	700.00
USG	REPLACED BULBS AND CHECKED RESTROOMS	251.45
USG	RESET TRIPPED BREAKER	126.26
USG	SUPPLIES TO REPLACE SHUT OFF VALVE	460.09
USG	MONTHLY ELEVATOR INSPECTION	114.10
USG	REPLACED BALLIAST	145.09
USG	CHECKED COMMON AREA FAUCETS AND TOILETS (WATERMAIN BREAK)	267.50
USG	LIGHTS 06/11 - BEL FAMILY PRACTICE	1,026.74
USG	LIGHTS 06/09 - BEL FAMILY PRACTICE	214.00
USG	MAINTENANCE OT	1,236.92
USG	CHECKED ALL UNITS TO SEE IF THEY WERE BEING MAINTAINED,	1,209.10
USG	MET ONSITE WITH V/A CONTACT TO GO OVER HVAC ISSUES	513.60
USG	BUILDING HVAC DOWN	1,442.39
USG	MONTHLY ELEVATOR INSPECTION	114.10
USG	ELEVATOR INSPECTION	114.10
USG	REPLACED BURNT OUT LIGHT BULB - ATHLETICO	119.84
USG CONSTRUCTION	PROJECT 25-1077 - US DEPT VETERANS AFFAIRS - LL - DRAW 1	75,589.00
USG CONSTRUCTION	PROJECT 25-108 - US DEPT VETERANS AFFAIRS - TT - DRAW 1	15,982.00
USG CONSTRUCTION	PROJECT 25-108 - US DEPT VETERANS AFFAIRS - TT - DRAW 2	9,794.00
USG CONSTRUCTION	PROJECT 25-109 - BELLEVUE FAMILY PRACTICE - DRAW 1	38,314.00
USG CONSTRUCTION	PROJECT 25-112 - STRIDE AUTISM CENTER BEL - DRAW 1	53,183.50
WATERLINK INC	2025/06/30M WATER TREATMENT SERVICE	431.63
		\$ 229,458.72

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 13

BELLEVUE BAY INDOOR WATERPARK

JUSTIN THOMS	2025 CUSTOM FARMING	3,205.99
MCL CONSTRUCTION	2025/06/30M BWP GCM-139 BELLEVUE BAY INDOOR	2,802,159.96
		\$ 2,805,365.95

WASTEWATER

AMAZON.COM, LLC	PC-PULL TAPE SPOOL	39.99
AMERICAN NATIONAL BANK	2025/06/30M ACCT 1034 ANALYSIS CHG	49.80
AT&T MOBILITY	2025/05/22-06/21 MONTHLY SERVICE	690.06
AT&T MOBILITY	2025/07/08-08/07 MONTHLY SERVICE	656.28
CENTURY LINK	2025/07/04-08/03 MONTHLY SERVICE	65.18
CITY OF OMAHA	2025/04/30M SEWER FEES	568,206.33
COX BUSINESS SERVICES	2025/07/04-08/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2025/07/12-08/11 MONTHLY SERVICE	208.00
EMBRIS GROUP LLC	BPW-230611 OLDE TOWNE CIPP REHAB	1,781.25
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2025/06/30M	10,975.95
FASTSIGNS	PC-RETRACTABLE BANNER	237.20
FIRST NATIONAL BANK OF OMAHA	2025/06/30M ACCT 1086 ANALYSIS CHG	400.56
GRAINGER	RADIAL BALL BEARINGS, GLOVES	120.74
HAMMERHEAD TRENCHLESS	POINT REPAIR, WINTER, FREIGHT	9,898.14
HARBOR FREIGHT TOOLS	PC-HITCH MOUNT, ELECTRIC WINCH, TIE DOWN	460.95
HDR ENGINEERING, INC	BPW-240603 SCWA CONNECTION EVALUATION 2025/06/01-06/28	13,508.13
HDR ENGINEERING, INC	BPW-250115 TWIN CREEK SIPHON EVALUATION 2025/06/01-06/28	523.26
HDR ENGINEERING, INC	BPW-211123 HAWORTH PARK COLLECTION SYSTEM 2025/06/01-06/28	8,383.88
HM CRAGG CRITICAL POWER	BRAKER HANDLE EXTENSION	199.00
HOSE & HANDLING, INC	PC-COUPPLERS, BUSHINGS	105.93
J & J SMALL ENGINE SERVICE	PC-FUEL LINE, SPEED FEED, STARTER ASSY	101.23
KERSTEN PRECAST CONCRETE LLC	MANHOLE RISERS, COVERS	1,616.00
MENARDS	PC-ANTI FOG SPRAY, BRAKE CLEANER, GLOVES, NOZZLE, BUSHINGS, COUPLINGS, FILTERS, GLOVES, RATCHET STRAPS, BETTERY TERMINAL, SLING, WASHERS, COUPLINGS	449.52
METROPOLITAN UTILITIES DIST	2025/06/07-07/08 MONTHLY SERVICE	229.60
NAPA AUTO PARTS	PC-OIL FILTER	8.52
OMAHA WINLECTRIC CO	PC-MULE TAPE	226.15
READY MIXED CONCRETE COMPANY	CONCRETE	1,006.29
SARPY COUNTY SHERIFF'S OFFICE	CIVIL SERVICE COLLECTIONS-QUAIL CREEK LIFT STATION	91.18
TRISTAR	2025/06/30M RE-OPEN CLAIMS	785.00
UPS STORE	PC-SHIPPING CHARGES	21.51
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	3,141.70
UTILITY EQUIPMENT COMPANY	DETECTABLE TAPE	79.24
UTILITY EQUIPMENT COMPANY	TILE PROBE, SPIGOT ADAPTER, COUPLINGS,	491.34
WESTLAKE ACE HARDWARE	PC-ANCHOR SHACKLES	20.98
		\$ 624,998.89

ECONOMIC DEVELOPMENT

COLUMN SOFTWARE, PBC	PC-LEGAL ADS	17.45
JUSTIN THOMS	2025 CUSTOM FARMING	7,549.60
		\$ 7,567.05

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	2025/06/30 QTLY LOTTERY TAX 51C 2025Q3 (APR- JUN 2025)	57,541.00
		\$ 57,541.00

MINUTE RECORD

CLAIMS FOR 2025/08/05 COUNCIL MEETING

PAGE 14

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2025/06/30M CDBG CONSULTANT EXPENSES	2,700.00
BELLEVUE JR SPORTS ASSOCIATION	3RD QTR BJSJA SCHOLARSHIP PROGRAM	825.00
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	34.36
LIFT UP SARPY COUNTY	MAY - JUNE 2025 LUSC COMMUNITY ASSISTANCE	6,065.60
RDG PLANNING & DESIGN, INC	HOUSING RESILIENCE PLAN THRU 2025/06/30	33,836.61
		<u>\$ 43,461.57</u>

LAW ENFORCEMENT TRUST

ELIZABETH LOPES	REFUND 24001777 CR1035	8,500.00
		<u>\$ 8,500.00</u>

FEDERAL FORFEITURES - JUSTICE FUNDS

JOHNSON OUTDOORS MARINE	PC-SONAR EQUIPMENT FOR RESCUE BOAT	3,465.53
VERIZON WIRELESS	2025/06/22-07/21 MONTHLY SERVICE	738.83
VERIZON WIRELESS	EQUIPMENT CREDIT	(100.00)
		<u>\$ 4,104.36</u>

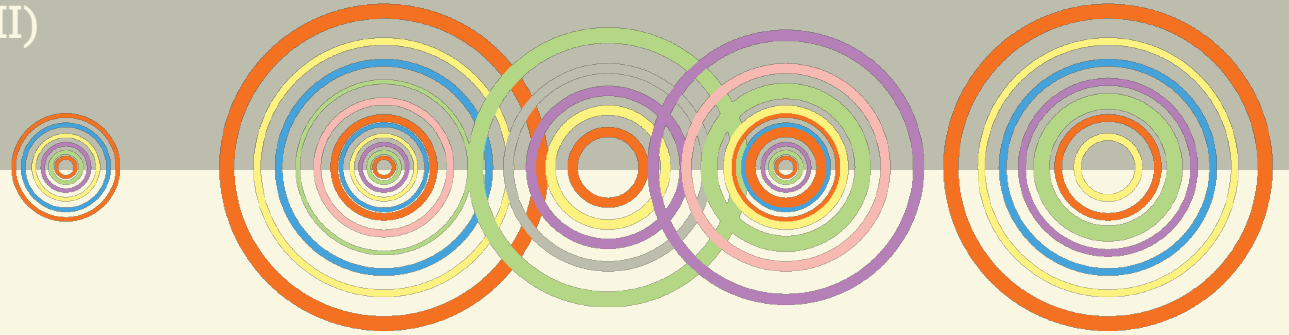
TOTAL CLAIMS FOR 2025/08/05 COUNCIL MEETING \$ 6,418,143.16

TOTAL PAYROLL FOR 2025/07/18 \$ 1,946,580.58

YOUR ENERGY FUTURE

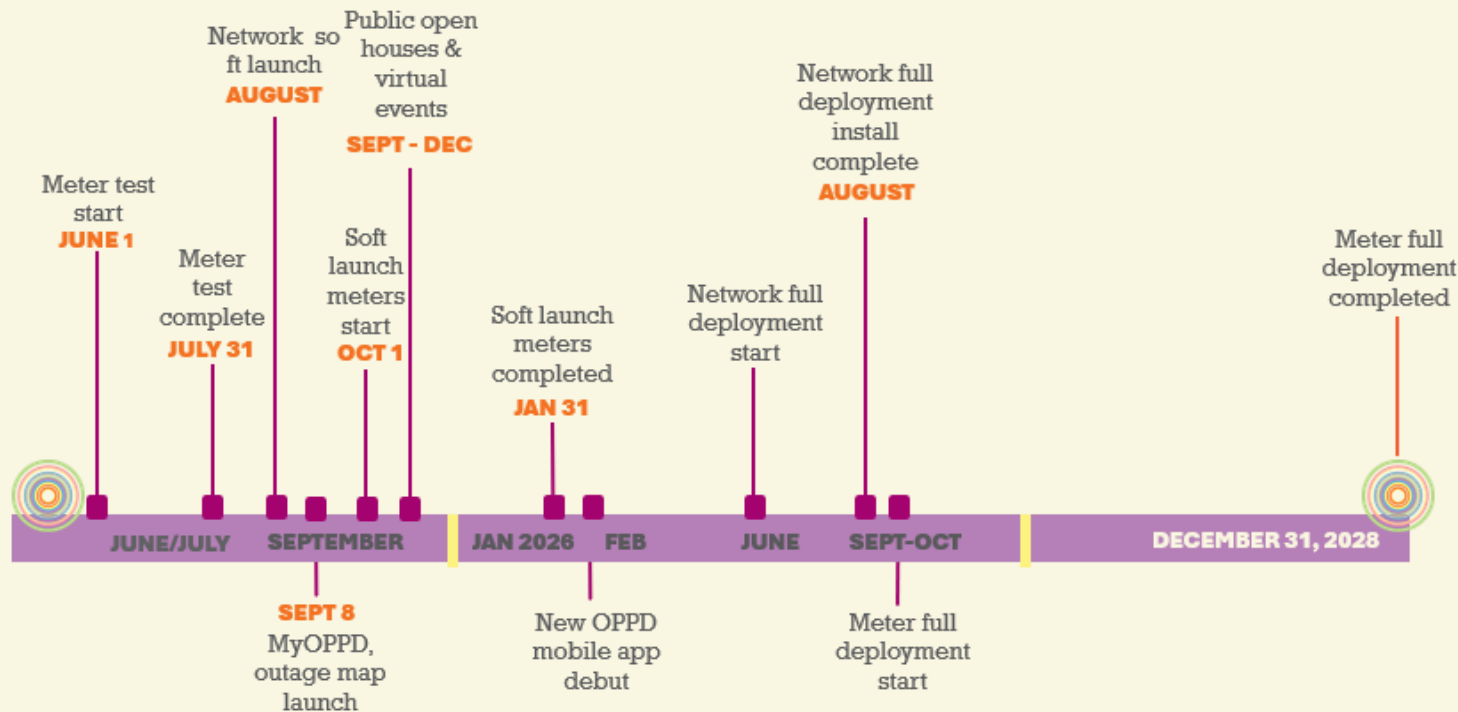
OPPD Advanced Metering Infrastructure (AMI)

➤ 2025 ➤



ADVANCED METERING INFRASTRUCTURE (AMI)

The smart meter, communication network, and data management tools that enable two-way communication between OPPD and its customers. It allows for automatic collection of energy usage, remote meter reading, outage detection and improved energy management.



WHAT'S INVOLVED

- Upgrading current meters to smart meters
- Installing support systems
 - Field Area Network
 - New software, including tools in the field
 - Smart meters

NEW FEATURES TO BETTER SERVE OUR CUSTOMERS

Outage Alert!
There are multiple power outages in the area, visit OPPD's outage map for updated information.

Log into MyOPPD

Username
Password

Remember Me

Sign In

Forgot [Username](#) or [Password](#)?
Don't have a MyOPPD? [Enroll](#)

Empowering your utility experience!
With MyOPPD you can customize your experience with us!

Pay Bill Outages Services Donate to Assistance Need Help to Pay

Good Afternoon, Alexandrea D Ashley

Here's your current amount due

\$25,880.00 CR

No amount due at this time.

Make a Payment

View Bill

Need Assistance?

Compare Bills

Outage Summary

159 Outages 6,636 Customers Out 444,096 Customers Served

Map Legend

- Multiple
- 1 - 50
- 51 - 250
- >1000
- Service Territory

Outage Details

- Start Date & Time**
Thursday, 5/8/2025, 4:20 PM
- Customers Out**
1
- Cause**
Weather Conditions
- Expected Restoration**
Thursday, 5/8/2025, 7:30 PM
- Outage Status**
Reported Outage

Subscribe to Outage

Issue Reported

May, 3/24/2025, 10:44 AM

Streetlight Id
1967922

Streetlight Location
3417 N 90TH ST

Streetlight Status
Issue Reported

Zoom Here

Subscribe to Streetlight Issue

FEEDBACK





LEARN
MORE

Visit [oppd.com/SmartMeters](https://www.oppd.com/SmartMeters) for information

PUBLIC OPEN HOUSE IN BELLEVUE

Monday, September 29th

Bellevue Public Library,

2206 Longo Drive, Bellevue, NE 68005

THANK YOU!
QUESTIONS?



City of Bellevue
Office of the Mayor
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

***8a.**
8/5/2025

MEMORANDUM

TO: Council President Casey & Council Members

FROM: Mayor Rusty Hike

DATE: July 14th, 2025

SUBJECT: Reappointment to the Civil Service Commission

Please consider the following for reappointment to the Civil Service Commission his term will end May 2030.

Randy Bennett (R)
4708 Sierra Street
Bellevue, NE 68133
402-291-7939



City of Bellevue
Office of the Mayor

1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

***8b.**
8/5/2025

MEMORANDUM

TO: Council President Casey & Council Members

FROM: Mayor Rusty Hike

DATE: July 14th, 2025

SUBJECT: Reappointment to the Building Board of Review

Please consider the following for reappointment to the Building Board of Review.

Dan Smith
305 Ridgewood Drive N
Bellevue, NE 68005
402-213-4445
His term will go until July 2030

Ralph Gladbach
1708 Childs Rd E
Bellevue, NE 68005
402-934-6905
His term will end July 2029



We Influence The World!

-1-

***8c.
8/5/2025**

City of Bellevue
Office of the Mayor

1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

MEMORANDUM

TO: Council President Casey & Council Members

FROM: Mayor Rusty Hike

DATE: July 14th, 2025

SUBJECT: Reappointment to the Design Review Board

Please consider the following for reappointment to the Design Review Board.

Bruce Yoder (Planning)	Kathy Welch (Council)
522 Bellevue Blvd N	4901 Shoreline Circle
Bellevue, NE 68005	Bellevue, NE 68133
402-880-0827	402-598-7895
August 2028	August 2028

Alternate (Council)
Rich Casey
205 Forest Drive
Bellevue, NE 68005
402-660-2055
August 2028

***8d.
8/5/2025**



We Influence The World!

**City of Bellevue
Office of the Mayor**
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

M E M O R A N D U M

TO: Council President Casey & Council Members

FROM: Mayor Rusty Hike

DATE: July 14th, 2025

SUBJECT: Appointment to the Bellevue Bridge Commission

Please consider the following for appointment to the Bellevue Bridge Commission, John will serve the remaining term of Herb Barelman who is retiring, this term will end August 2030.

John Carozza
4102 Birchwood Drive
Bellevue, NE 68123
402-514-7640

JOHN L. CAROZZA

4102 Birchwood Drive
Bellevue, NE 68123
(402) 514-7640 (cell)
(402) 912-7335 (work)
e-mail: carozzajl@gmail.com

OBJECTIVE: Appointment to the Bellevue Bridge Commission (nomination pending)

SUMMARY OF QUALIFICATIONS

- Executive leadership and management
- Adept communicator with senior military, federal government officials and dignitaries
- International engagement
- Strategic planning
- Assessment and analysis
- Project management
- Education and training
- Facilitation and high-performance cross-functional team building
- Complex operations, management and budget analysis and assessment
- Single scope federal background investigation and State of Nebraska background checks

COMMUNITY INVOLVEMENT

- Bellevue Public Schools Bond Oversight Committee Chairman
- Leadership Bellevue Class of 2015 (Bellevue Chamber of Commerce)
- St. Matthew Knights of Columbus

EDUCATION

- **Senior Executive Leader Fellowship**, Harvard University Kennedy School of Public Policy
- **Master of Arts in National Security and Strategic Studies** (with distinction), U.S. Naval War College (in residence), Newport, RI
- **Master of Business Administration**, University of Colorado, Denver, CO
- **Bachelor of Science in Biological Sciences**, University of Notre Dame, Notre Dame, IN

WORK EXPERIENCE

- 2024 to Present **Deputy Director for Assessments**, U.S. Strategic Command, Joint Exercises, Training, and Assessments Directorate (J7), Offutt AFB, Nebraska
- After a command reorganization, selected as the 4-star military Combatant Commander's senior advisor for strategic assessments.
 - Directly supervises a high-performance team of 54 strategic planners, military operations subject matter experts, intelligence analysts, and data scientists in identifying alternative options and developing plans to cope with a wide range of military, diplomatic, and economic contingencies. Routinely conducts global diplomatic, informational, military and economic strategic analysis and assessment, and presents findings to senior military and government leaders.
 - Directs organization-wide activities that directly impact budgeting decisions for a \$650-million dollar annual operating budget.
 - Developed and implemented the next generation return on investment and risk assessment process and methodology. Assessments provided to the Secretary of Defense and Chairman of the Joint Chiefs of Staff weekly, and daily during times of crisis. Products and recommendations inform National Security Council-level planning and decision making.
 - Established first-ever direct military-to-military assessment collaboration agreements and procedures with the British Ministry of Defense, Australian Department of Defense, South Korean Joint Staff, and

- Japanese Ministry of Defense - enhanced international engagement and integrated deterrence planning.
- Conducts over 70 annual assessment discussions with U.S. and international distinguished visitors – advancing partnerships and strengthening alliances.
- Assisting the Deputy Secretary of Defense innovation team and Chairman of the Joint Chiefs of Staff plans and policy team in developing advanced analytic and assessment techniques, tactics and procedures in support of the Department of Defense integrated strategic deterrence initiative.
- Established procedures and implemented periodic collaboration with the interagency, including Department of State, Department of Homeland Security, Department of Treasury, and Department of Commerce. Efforts enhanced the quality of assessments, integrated exercises and strategic planning.

2020 to 2024 **Deputy Director**, U.S. Strategic Command Joint Exercises, Training, and Assessments Directorate (J7), Offutt, AFB, Nebraska

- Assisted the Director (Senior Executive Service) in leading, supervising, planning, organizing, directing, mentoring, motivating, and appraising a team of over 170 military, civilian and contract team members.
- Served as acting Director for 7-months during the Russia-Ukraine crisis. Implemented the 4-star military Combatant Commander's vision and intent for tier 1 exercises, war games, nuclear training, and assessments.
- Authored assessment recommendations for inclusion in the Combatant Commander's weekly assessments to the Secretary of Defense and Chairman of the Joint Chiefs of Staff.
- Established exceptional standards of excellence, a culture of innovation, and a steady-strain approach that routinely achieved higher levels of performance across the organization.
- Dedicated to mission accomplishment and the professional development of all division personnel. Regularly coached, mentored and challenged subordinates, and adapted leadership style to evolving conditions. Maintained the highest standards of honesty, integrity, trust, openness, and respect.

2012 to 2020 **Chief of Assessments and Analysis / Senior Advisor for Strategy, Plans and Policy**, DAFC - U.S. Strategic Command Mission Assessment and Analysis Directorate (J9), Offutt, AFB, Nebraska

- Led a diverse team and built coalitions of world-wide subject matter experts, planners and intelligence analysts in conducting strategic planning and integrated mission assessment and analysis across an organization of 2,700 military, civil service and contract personnel.
- Supported all phases of nuclear, cyberspace, space, ballistic missile defense (BMD), and intelligence, surveillance and reconnaissance (ISR) planning and operations. Provided direct support to combatant commander's strategic military and long-term system advocacy and budgeting.
- Provided in-depth strategic planning and policy advice to senior military and civilian leaders.
- Designed and implemented an innovative strategic assessment and analysis methodology to rapidly respond to changing requirements in support of U.S. Strategic Command's unique mission.
- Directed organization-wide data management efforts; fostered development of an enterprise-wide data management system to integrate disparate data sources. Significantly increased fidelity of assessments.

2011 to 2012 **Educator**, Bellevue Public Schools, Bellevue, NE 68005

- **Substitute teacher** – grades kindergarten through twelfth grade. Independently administered academic curricula in a wide variety of learning environments.

1991 to 2011 **U.S. Navy Surface Warfare Officer**

- **Deployments:** Five extended deployments to hostile fire zones including Operation Iraqi Freedom, Operation Enduring Freedom, Desert Shield, Southern Watch, the Global War on Terrorism, Operation Uphold Democracy, and multiple counter narcotics deployments.
- **Strategic Planning Team Chief and Senior Military Analyst**, U.S. Strategic Command, Offutt AFB, Nebraska
- **Selected for Command-at-Sea**, USS Ruben James (FFG 57)
- **Executive Officer**, USS ROOSEVELT (DDG 80)
- **U.S. Naval War College**, command and staff joint service officer student in residence

- **Squadron Maintenance and Material Officer (N4)**, Destroyer Squadron 31
- **Chief Engineer**, USS Paul Hamilton (DDG 60)
- **Assistant Professor of Naval Science**, U.S. Navy, University of Colorado at Boulder
- **Main Propulsion Officer**, USS Vella Gulf (CG 72)
- **Main Propulsion Officer**, USS Donald B. Beary (FF 1085)

CONTINUING EDUCATION

- Building Lean High Performing Teams seminar, Agile Transformation Inc.
- Transforming from Tactical to Strategic Leadership seminar, Agile Transformation Inc.
- Mastering Organizational Politics, Influences and Alliances seminar, American Management Association
- Project Management, Department of the Air Force Acquisition Command.
- Safe Environment (K-12) certification, Archdiocese of Omaha
- Steven Covey Seven Habits of Highly Effective People management and collaboration course, USSTRATCOM Continuing Education Program
- Cyberspace Security Seminar, Federal Bureau of Investigation
- Commanding Officer at-sea leadership and management certification, Navy Surface Warfare Officer School, Newport, RI
- Advanced firefighting/ first aid certification, Navy Firefighting School, Philadelphia, PA
- Navy occupational safety, and health certification, Navy Education and Training Center, Newport, RI

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
8/5/2025

COUNCIL MEETING DATE: July 15, 2025		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast 1/4 of the Southwest 1/4, north of the road, all located in the Southwest 1/4 of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 7, and Outlots A and B, Quail Crossing. Applicant: Quail Crossing, LLC. General location: South 42nd Street and Hwy 370.

SYNOPSIS/BACKGROUND:

Jeff Stoll, on behalf of Quail Crossing, LLC, is requesting approval of a change of zone and preliminary plat to allow for commercial and multi-family residential development. A similar preliminary plat and rezoning was approved by the City Council on March 4, 2025. Prior to a final plat application the developer decided to amend the street/lot configuration, which prompted an amended preliminary plat. Proposed Lots 1 through 6 would be constructed with commercial uses and Lot 7 would be developed with multi-family residential. The applicant will need future site plan approval under the proposed RG-20-PS zoning of the multi-family lot. No site plan approval is being requested at this time

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS:

1. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ordinance No. 4188"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Tammi Palm

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Quail Crossing, LLC

CASE #'s: Z-2504-05 and S-2504-10

CITY COUNCIL HEARING DATE: August 5, 2025

REQUEST: To rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 7, and Outlots A and B, Quail Crossing.

On June 26, 2025, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: June 26, 2025

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2504-05
S-2504-10

FOR HEARING OF:
REPORT #1: June 26, 2025
REPORT #2: August 5, 2025

I. GENERAL INFORMATION

A. APPLICANT:

Quail Crossing, LLC
6860 S 118th Street
Omaha, NE 68137

B. PROPERTY OWNERS:

Austin Alff and Scott Alff
c/o Austin Alff
16602 Longbow Loop
Omaha, NE 68136

C. GENERAL LOCATION:

South 42nd Street and Hwy 370

D. LEGAL DESCRIPTION:

Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, north of the road, located in the Southwest $\frac{1}{4}$ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 7, and Outlots A and B, Quail Crossing from AG and RE to BG and RG-20-PS.
2. Preliminary plat Lots 1 through 7, and Outlots A and B, Quail Crossing.

F. EXISTING ZONING AND LAND USE:

AG and RE, Single Family Residential and Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and preliminary plat to enable commercial and multi-family residential development.

H. SIZE OF SITE:

The site is approximately 16 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is developed with a single-family residential building and a 3,750-square-foot pole barn.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Highway 370 right-of-way
2. **East:** Commercial (across South 42nd Street), BG and BGH-PCO
3. **South:** Vacant (across Maass Road), AG
4. **West:** Commercial (across South 45th Street), BG-PCO

C. RELEVANT CASE HISTORY:

1. On January 23, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of Northeast ¼ of the Southwest ¼, north of the road, located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. City Council approved the aforementioned request on March 4, 2025.

2. On June 26, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 7, and Outlots A and B, Quail Crossing.

D. APPLICABLE REGULATIONS:

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding Planned Subdivision District uses and requirements.
3. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
4. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
5. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2022 MAPA traffic data indicates 31,000 vehicles per day along Highway 370 near the intersection of South 42nd Street.
2. Shannon Drive will be the east-west street through the proposed plat, with access from South 42nd Street and South 45th Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Jeff Stoll, on behalf of Quail Crossing, LLC, has submitted a request to preliminary plat Lots 1 through 7, and Outlots A and B, Quail Crossing, for the purpose of commercial and multi-family residential development.
2. The applicant is also requesting a change of zone from RE and AG to BG and RG-20-PS for the purpose of commercial and multi-family residential development.

Proposed Lots 1 through 6 would be zoned BG and constructed with commercial/retail space.

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

The applicant is proposing multi-family residential for Proposed Lot 7.

The RG-20 (General Residential) zoning districts are intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.

The -PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas. Site plan approval is not being requested at this time. The applicant will need site plan approval prior to any construction on this property.

3. A similar preliminary plat and rezoning was approved by the City Council on March 4, 2025 (see attached). Prior to a final plat application, the developer decided to amend the street/lot configuration, which prompted the amended preliminary plat.

4. Any construction on this property will need to comply with Section 8.12, Zoning Ordinance, for design standards. Compliance with these regulations will be reviewed as part of the building permit process.

5. A draft Development Agreement has been submitted and is under review by the City Attorney.

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

No comments were received on this case.

7. A traffic study was required by Public Works and submitted with this application. City Staff reviewed the traffic study conducted by E&A Consulting Group, Inc. and concurred with its findings.

As part of this development, a northbound left-turn lane and left-turn signal would be included at the intersection of Highway 370 and South 42nd Street. This

intersection will need to be signalized. Other improvements would include a northbound left-turn lane at Shannon Drive and South 42nd Street, a sidewalk and ADA curb ramp will be added along the north side of Maass Road from South 44th Street to South 42nd Street and along the east side of South 45th Street to the cul-de-sac.

8. Based on the number of acres, this development will require a contribution to the Park Fund in the amount of \$15,653.30. This fee must be paid prior to the filing of the final plat.

9. Staff believes this development is compatible with the surrounding area.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

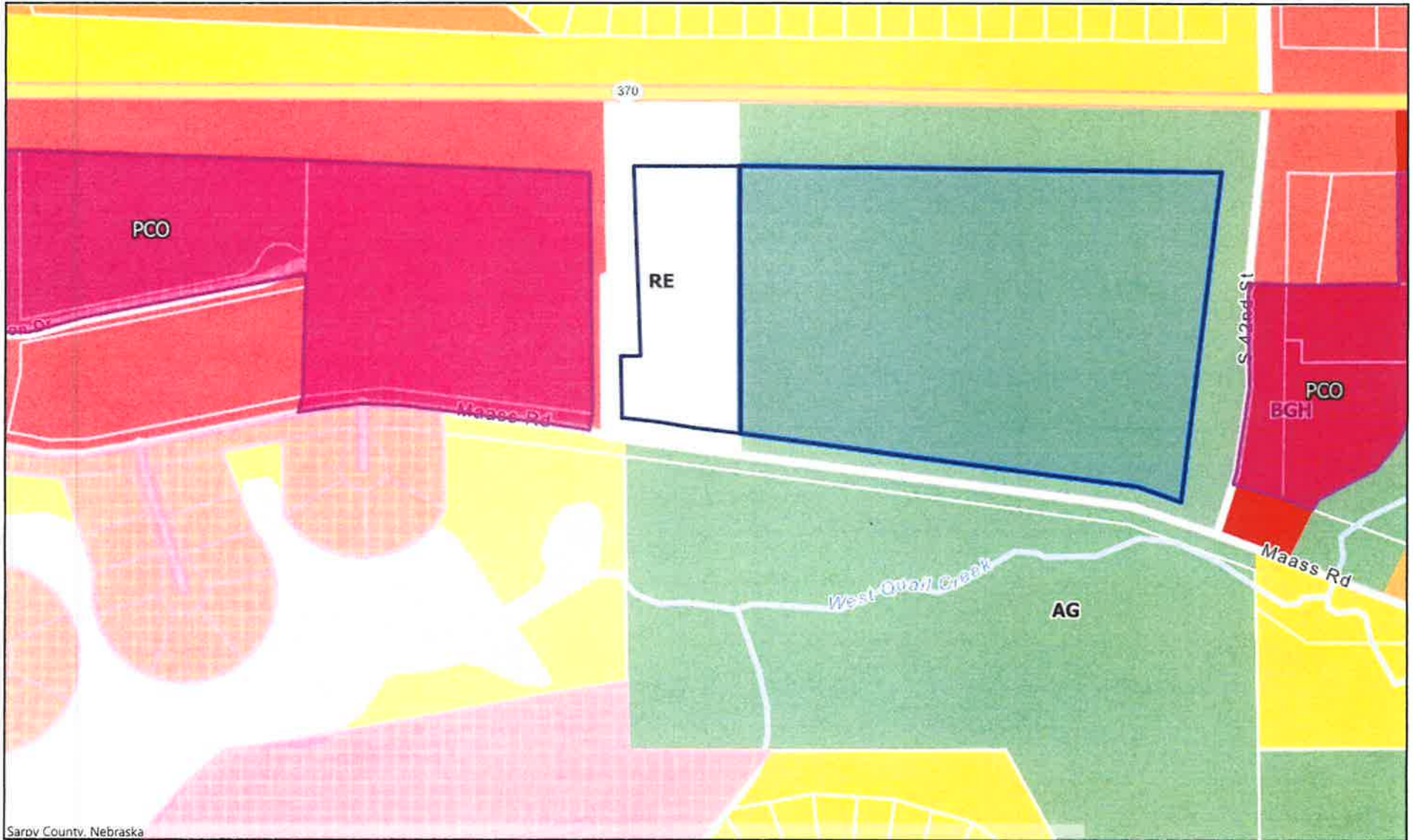
VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Zoning justification letter received April 21, 2025
4. Preliminary plat received May 28, 2025
5. Change of zone exhibit received May 28, 2025
6. Prior approved preliminary plat

VII. COPIES OF REPORT TO:

1. Quail Crossing, LLC. (Attn: Austin Alff)
2. E & A Consulting Group, Inc. (Attn: Jeff Stoll)
3. Scott Alff
4. Public Upon Request

 07/08/2025
Planning Director Date of Report

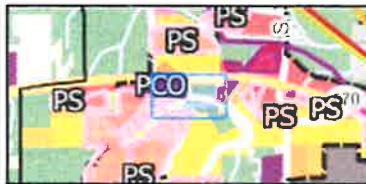


Sarpy County, Nebraska



Map Scale 1: 4514

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





0 500 1000
ft

Map Scale 1: 6819

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





E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

April 18, 2025

Tammi Palm, Manager
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

RE: Quail Crossing - Planned Subdivision District Zoning Justification Letter
E&A File: P2023.157.001

Dear Tammi,

On behalf of our client, Quail Crossing, LLC, please allow this letter serve as the Planned Subdivision District justification letter per Section 5.17 of the City of Bellevue's Zoning Ordinance.

5.17.03(1): The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties.

Response: The proposed development plan fits within the mixed use designation of the City's Future Land Use. The proposed site will have a mix of commercial and residential uses. Due to the location of the site, most traffic movement will be directed towards Highway 370.

5.17.03 (2): The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification.

Response: The designation of the Planned Subdivision for the residential use of the property would allow for the future user to better fit the topography and space limitations on the proposed lot. Due to the existing natural gas line located through the middle of the property, it creates a narrow buildable area. The gas line will limit the amount of fill area over the existing easement area and limit where any proposed structure can be placed.

5.17.03 (3): The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision.

Response: The future user will create a unique site plan that will utilize the existing natural gas easement to their advance.

5.17.03 (4): The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.

Response: The intent of the Planned Subdivision District request is not for the purpose of convenience, profit or caprice. The intent is to create a unique development that fits within the future land use designation and is aimed at developing a workable product within the physical restraints of the site.

RECEIVED

APR 21 2025

PLANNING DEPT.

If you have any questions regarding this justification letter, please contact me at 402-895-4700 or by email at jstoll@eacg.com.

Sincerely,
E & A Consulting Group, Inc.

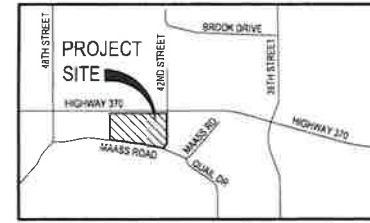


Jeff Stoll
Platting Services Assistant Manager

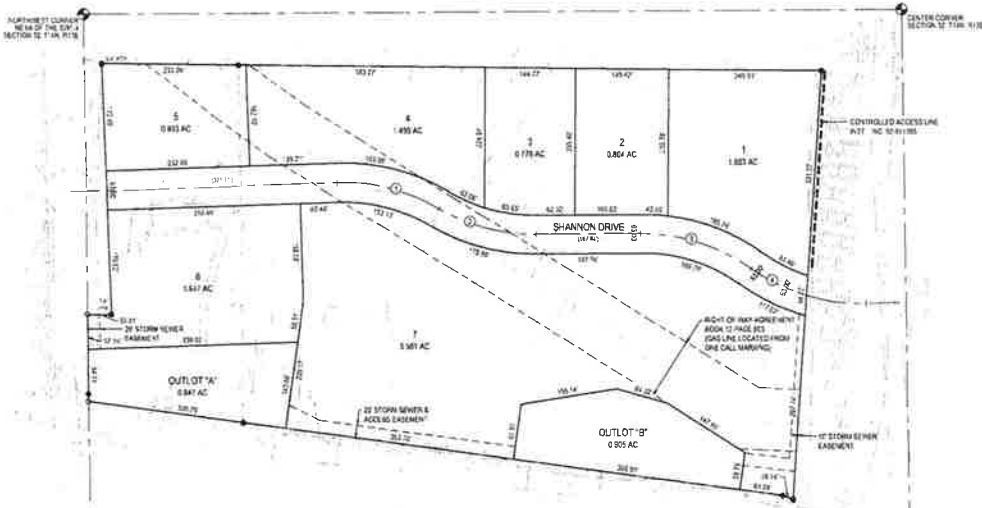
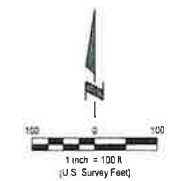
QUAIL CROSSING

LOTS 1 THRU 7 INCLUSIVE & OUTLOTS 'A' AND 'B'

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32 AND ALSO TOGETHER WITH PART OF SAID NE1/4 OF THE SW1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA



VICINITY MAP



- LEGEND**
- MONUMENTS FOUND (SIP REBAR UNLESS NOTED)
 - MONUMENTS SET (SIP REBAR W/ CAP L.S. 5/8")
 - BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE
 - EASEMENTS
 - ⊙ EX ST. SECTION CORNER
 - EXIST. SECTION LINES
 - EXIST. PROPERTY LINES
 - PTP PAVED TOP OF PPE
 - ▭ BUILDING
 - P POWER RISER
 - ▭ POWER POLE
 - ⋮ GUY WIRE
 - ⊙ LIGHT POLE
 - ⊞ TELEPHONE RISER
 - ⊞ CABLE TV RISER
 - ⊙ FIRE HYDRANT
 - ⊞ UTILITY VALVE (WATER)
 - ⊞ MANNHOLE
 - ▭ CURB INLET
 - ⊞ UTILITY VALVE (GAS)
 - ▭ SIGN
 - FENCE LINE
 - GAS LINE
 - WATER LINE
 - OH-P OH-P POWER LINE (OVERHEAD)
 - UG-P UG-P POWER LINE (UNDER GROUND)
 - UG-C UG-C COMMUNICATION LINE (UNDER GROUND)
 - SS-SS SANITARY SEWER LINE
 - ST-ST STORM SEWER LINE
 - FO-FO FIBER OPTICS LINE

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE1/4 OF THE SW1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA

SAID TRACT OF LAND CONTAINS AN AREA OF 722,367 SQUARE FEET OF 16.138 ACRES, MORE OR LESS

DEVELOPER
QUAIL CROSSING LLC
6660 S 118TH STREET
OMAHA, NE 68137

OWNER
SCOTT ALFF
16622 LONGBOW LOOP
OMAHA, NE 68138

ZONING:

EXISTING AC RE	
PROPOSED	BG (LOTS 1 THRU 6 AND OUTLOT 'A') 8.971 AC RG 20-PZ (LOT 7 AND OUTLOT 'B') 8.486 AC RIGHT-OF-WAY 1.881 AC TOTAL 18.138 AC

- NOTES:**
- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO STATE HIGHWAY NO. 376, S 14TH STREET AND S 42ND STREET FROM ANY LOTS ADJUTING SAID STREETS
 - CHAMBERS FOR SIDEWALKS ON CORNERS (LOTS ARE SET AT TWELVE AND HALF FEET (12.5') RAMP FROM THE INTERSECTION OF RIGHT-OF-WAY LINES
 - ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE
 - TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT
 - A STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOTS 'A' AND 'B'

CENTERLINE CURVE TABLE

CURVE	RADIUS
1	350.00'
2	350.00'
3	350.00'
4	350.00'

BG ZONING SETBACK TABLE (LOTS 1 THRU 6 & OUTLOT 'A')

FRONT YARD	NONE
INTERIOR SIDE YARD	0'
STREET SIDE YARD	NONE
REAR YARD	10'

RG-20 ZONING SETBACK TABLE (LOT 7 & OUTLOT 'B')

FRONT YARD	25'
INTERIOR SIDE YARD	0'
STREET SIDE YARD	10'
REAR YARD	10'

RECEIVED
MAY 28 2025
PLANNING DEPT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
1800 N. 14th Street, Suite 100 • Omaha, NE 68102
Phone: 402.333.3333 • Fax: 402.393.3333
www.eagroup.com
State of NE • Certificate of Authorization: 05-0004



QUAIL CROSSING
LOTS 1 THRU 7 INCLUSIVE & OUTLOTS 'A' AND 'B'
BELLEVUE, NEBRASKA

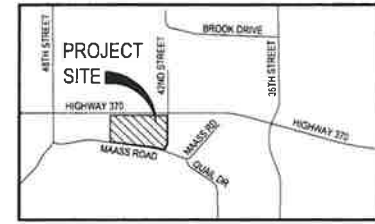
PRELIMINARY PLAT

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Date	04-13-2023
Designed By	AK
Drawn By	RAM
Scale	1" = 40'
Sheet	1 of 1

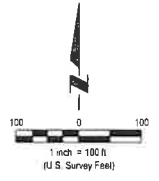
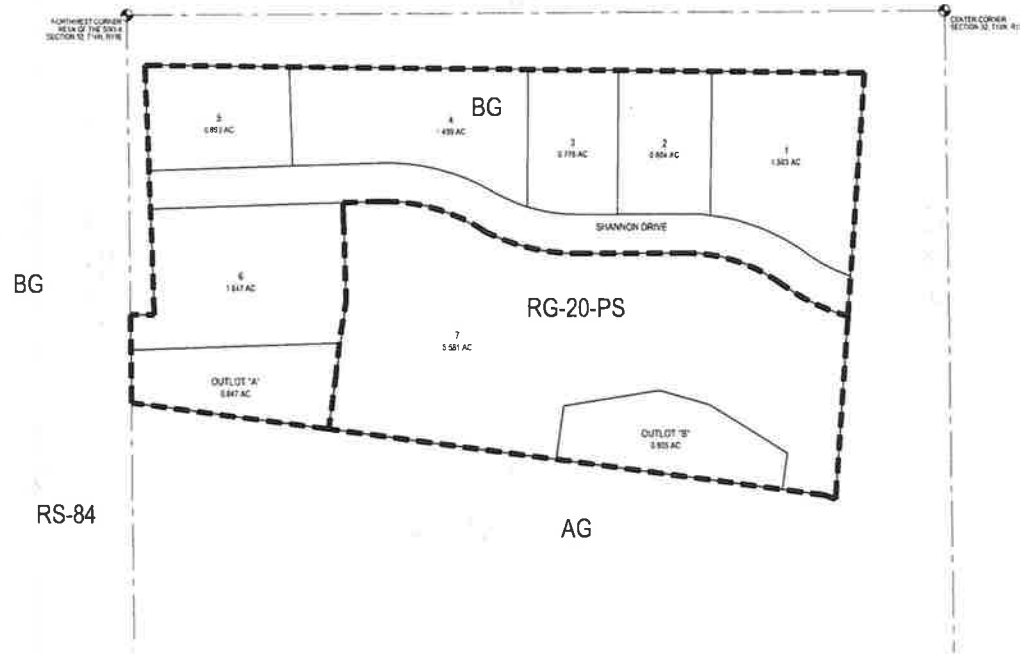
QUAIL CROSSING

LOTS 1 THRU 7 INCLUSIVE & OUTLOTS "A" AND "B"

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA



VICINITY MAP



LEGEND

- BOUNDARY LINE
- ⊕ EXIST SECTION CORNER
- EXIST SECTION LINES
- EXIST PROPERTY LINES
- CHANGE OF ZONE LINE

BG ZONING SETBACK TABLE (LOTS 1 THRU 6 & OUTLOT "A")

FRONT YARD	NONE
INTERIOR SIDE YARD	5'
STREET SIDE YARD	NONE
REAR YARD	10'

RG-20-PS ZONING SETBACK TABLE (LOT 7 & OUTLOT "B")

FRONT YARD	25'
INTERIOR SIDE YARD	0'
STREET SIDE YARD	10'
REAR YARD	10'

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 3/4" FINCHED TOP PIPE ACCEPTED AS MARKING THE NORTHWEST CORNER OF SAID LOT 1, KATHERINE ADDITION, SAID POINT ALSO BEING THE INTERSECTION THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 375 AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET, THENCE S87°29'42" E (BASIS OF BEARING: JOUGLAS/SARPY COUNTY LOWN DISTORTION PROJECTION) ALONG THE NORTH LINE OF SAID LOT 1, KATHERINE ADDITION, AND THE EASTERLY EXTENSION THEREOF, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 375, A DISTANCE OF 1155.74 FEET, TO A FOUND 5/8" REBAR ACCEPTED AS MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 375 AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET, THENCE S87°42'20" ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET, A DISTANCE OF 863.68 FEET TO A FOUND 5/8" REBAR ACCEPTED AS MARKING THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF MASS ROAD, THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MASS ROAD, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, KATHERINE ADDITION AND THE EASTERLY EXTENSION THEREOF ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N87°45'00" W, A DISTANCE OF 18.94 FEET TO A FOUND 5/8" REBAR ACCEPTED AS MARKING THE CORNER; (2) THENCE N62°23'30" W, A DISTANCE OF 124.28 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP 5/8" MARKING THE SOUTHWEST CORNER OF SAID LOT 1, KATHERINE ADDITION, SAID POINT ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF MASS ROAD AND SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, KATHERINE ADDITION, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N107°29'00" W, A DISTANCE OF 142.86 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP 5/8" MARKING THE CORNER; (2) THENCE S45°43'17" E, A DISTANCE OF 38.81 FEET TO A FOUND 3/4" FINCHED TOP PIPE ACCEPTED AS MARKING THE CORNER; (3) THENCE N07°18'50" W, A DISTANCE OF 402.58 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 782.872 SQUARE FEET OF 16.138 ACRES, MORE OR LESS.

DEVELOPER: QUAIL CROSSING LLC, 5866 S 119TH STREET, OMAHA, NE 68137
 OWNER: SCOTT ALFF, 15802 LONGBOW LOOP, OMAHA, NE 68138

ZONING:

EXISTING	AG, RE
PROPOSED	BG, LOTS 1 THRU 6 AND OUTLOT "A" 7871 AC
	RG-20-PS, LOT 7 AND OUTLOT "B" 6486 AC
	RIGHT-OF-WAY 1,581 AC
TOTAL	16,138 AC

RECEIVED
 MAY 28 2025
 PLANNING DEPT.

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10900 Midway Road, Suite 100 • Omaha, NE 68148
 Phone: 402.884.0004 • Fax: 402.884.0081
 State of NE, Certificate of Registration #0000000000

E & A CONSULTING GROUP, INC.
 Engineering Division

QUAIL CROSSING
 LOTS 1 THRU 7 INCLUSIVE & OUTLOTS "A" AND "B"
 BELLEVUE, NEBRASKA

CHANGE OF ZONE EXHIBIT

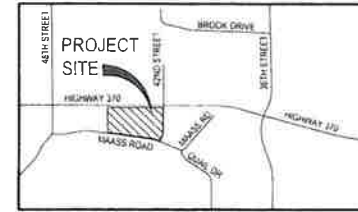
Project No.	PR020157.001
Date	4.18.2025
Drawn By	AKL
Checked By	ELM
Scale	1" = 200'
Sheet	1 of 1

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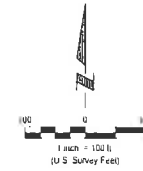
QUAIL CROSSING

LOTS 1 THRU 6 INCLUSIVE & OUTLOTS 'A' AND 'B'

A TRACT OF LAND BEING ALL OF LOT 7, KATHARINE AUSTIN, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 22 AND ALSO TOGETHER WITH PART OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 22, ALL LOCATED IN TOWNSHIP 19 NORTH RANGE 13 EAST OF THE 11TH W. CITY OF BELLEVUE, SARRY COUNTY, NEBRASKA



VICINITY MAP



LEGEND

- MONUMENTS FOUND (20' NEIGH UNLESS NOTED)
- MONUMENTS SET (20' NEIGH UNLESS NOTED)
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- ⊙ EAST SECTION CORNER
- ⊙ EAST SECTION LINES
- ⊙ EAST PROPERTY LINES
- (P/P) PINCHED TOP PIPE
- B BULGING
- P POWER RISER
- POWER POLE
- CRY WIRE
- LIGHT POLE
- TELEPHONE RISER
- [TV] CABLE TV RISER
- FIRE HYDRANT
- UTILITY VALVE (WATER)
- MANHOLE
- CURB INLET
- UTILITY VALVE (GAS)
- SIGN
- X A FENCE LINE
- G G G-S LINE
- W W WATER LINE
- UHP UHP POWER LINE (OVERHEAD)
- UGP UGP POWER LINE (UNDERGROUND)
- UCC UCC COMMUNICATION LINE (UNDERGROUND)
- SS SS SANITARY SEWER LINE
- ST ST STORM SEWER LINE
- FO FO FIBER OPTICS LINE

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF LOT 7, KATHARINE AUSTIN, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 22 AND ALSO TOGETHER WITH PART OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 22, ALL LOCATED IN TOWNSHIP 19 NORTH RANGE 13 EAST OF THE 11TH W. CITY OF BELLEVUE, SARRY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 122.97 SQUARE FEET OF 16.16 ACRES MORE OR LESS.

DEVELOPER

DUKE CROSSING, LLC
1802 LONGROW LOOP
QUAKERS REST, NE

OWNER:
SCOTT ALLEN
1802 LONGROW LOOP
QUAKERS REST, NE

ZONING

EXISTING: R-2 NE
PROPOSED: R-2 (LOTS 1 THRU 6 AND OUTLOT 'A')
R-2 (OUTLOTS 'B' AND OUTLOT 'B')
RIGHT OF WAY
TOTAL: 16.16 AC

NOTES

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO STATE HIGHWAY NO. 163 WALKER ROAD @ 45TH STREET AND 32ND STREET FROM ANY LOTS ADJOINING SAID STREETS.
- CHANGING CURB SIDEWALKS ON CORNER LOTS ARE SET AT FIVE FEET AND 7 FEET (17.5) FROM THE INTERSECTION OF RIGHT OF WAY LINES.
- ALL UNLASHINGS SHOWN WITH PARALLEL LINES FOR THE LOCATION OF CENTERLINE.
- TYPICAL UTILITY EASEMENTS WILL BE INDICATED WITH THE FINAL PLAN.
- A STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOTS 'A' AND 'B'.



STATION	CHORD	ANGLE
1+00.00	100.00	90.00
1+00.00	100.00	90.00
1+00.00	100.00	90.00
1+00.00	100.00	90.00

FRONT YARD	REAR
10	5
10	5
10	5
10	5

FRONT YARD	REAR
10	5
10	5
10	5
10	5

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Soils in NE Center of Registration #04000

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Engineering Artist

QUAL CROSSING
LOTS 1 THRU 6 INCLUSIVE & OUTLOTS 'A' AND 'B'
INCLUSIVE REVISIONS

PRELIMINARY PLAN

Plan No.	PRELIM-12-17	Revision	
Date	10/02/2024	Drawn	
Design By	JAB	Check	
Drawn By	JAB	Scale	AS SHOWN
Date	10/02/2024	Sheet	1 OF 1

RECEIVED
JAN 13 2025
PLANNING DEPT.

ORDINANCE NO. 4188

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 42nd STREET AND HWY 370, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 through 6 and Outlot A, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, North of Road, located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural) and RE (Residential Estates) to BG (General Business District)

Lot 7 and Outlot B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, North of Road, located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural) and RE (Residential Estates) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision).

(Quail Crossing, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Quail Crossing is filed with the Sarpy County Register of Deeds in accordance with Section 4-10 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: _____

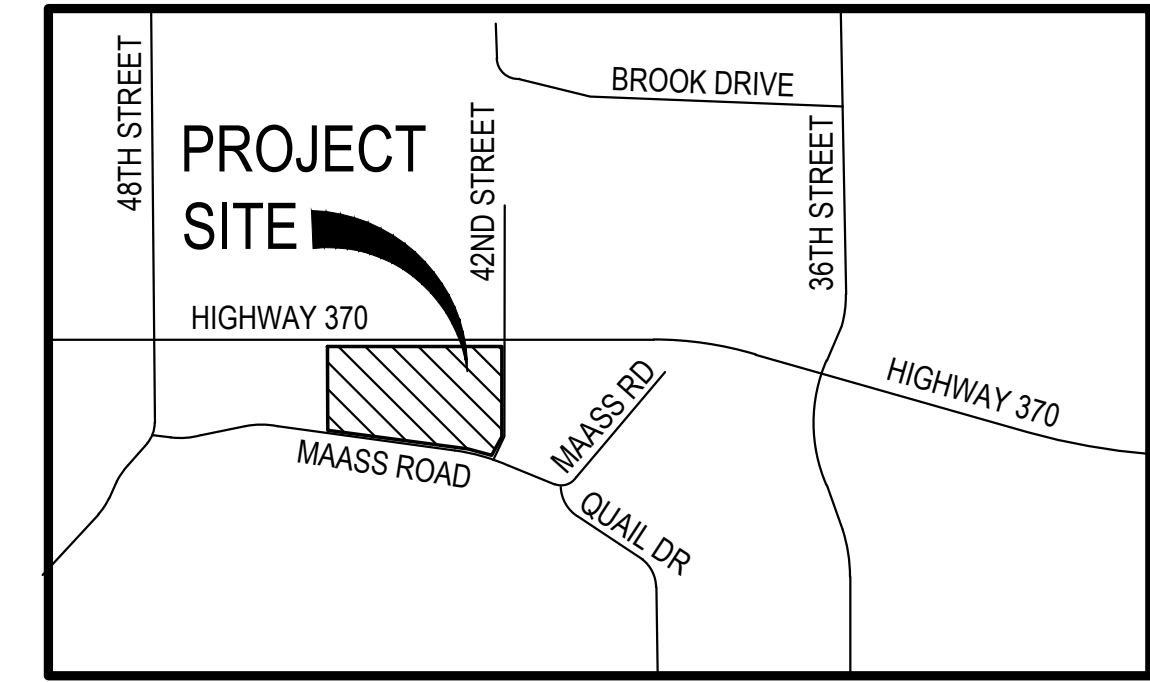
Second Reading: _____

Third Reading: _____

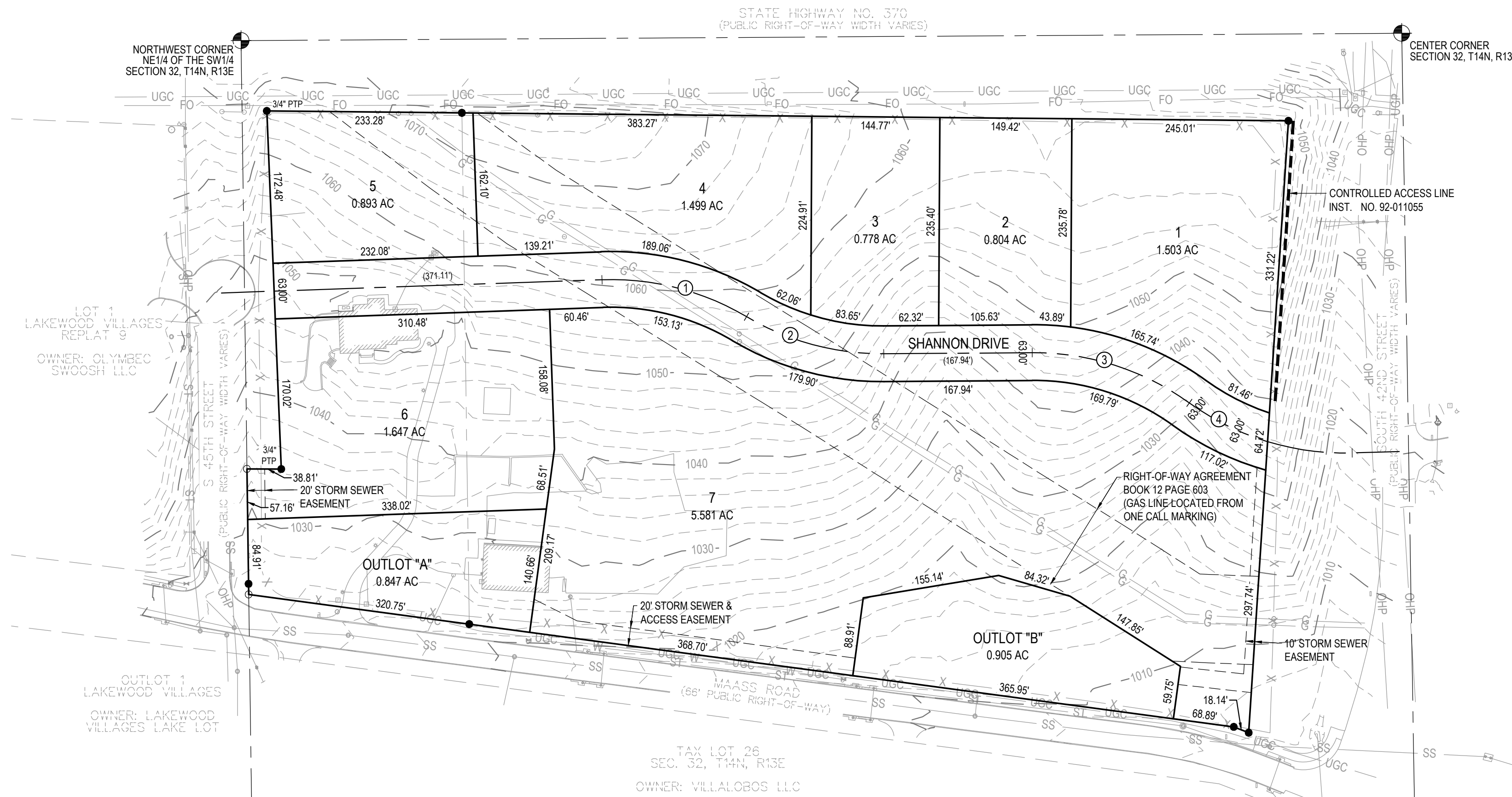
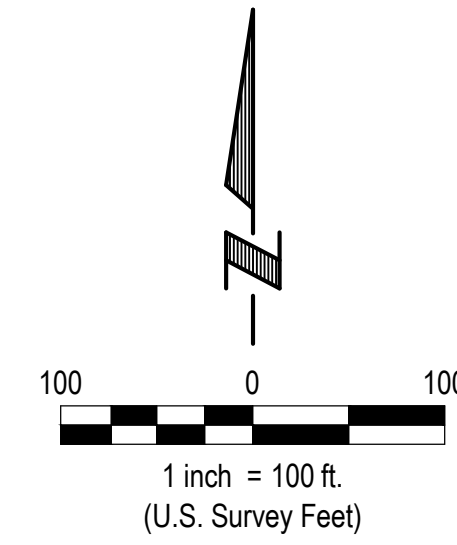
QUAIL CROSSING

LOTS 1 THRU 7 INCLUSIVE & OUTLOTS "A" AND "B"

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE1/4 OF THE SW1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA



VICINITY MAP



LEGEND

- MONUMENTS FOUND (5/8" REBAR UNLESS NOTED)
- MONUMENTS SET (5/8" REBAR W/ CAP LS-579)
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENTS
- ⊙ EXIST. SECTION CORNER
- EXIST. SECTION LINES
- EXIST. PROPERTY LINES
- (PTP) PINCHED TOP PIPE
- ▭ BUILDING
- ▭ P POWER RISER
- ▭ POWER POLE
- GUY WIRE
- ☀ LIGHT POLE
- ⊏ TELEPHONE RISER
- ⊏ CABLE TV RISER
- ⊙ FIRE HYDRANT
- ⊕ UTILITY VALVE (WATER)
- ⊕ MANHOLE
- ⊕ CURB INLET
- ⊕ UTILITY VALVE (GAS)
- ▭ SIGN
- X - X - FENCE LINE
- G - G - GAS LINE
- W - W - WATER LINE
- OHP - OHP - POWER LINE (OVERHEAD)
- UGP - UGP - POWER LINE (UNDER GROUND)
- UGC - UGC - COMMUNICATION LINE (UNDER GROUND)
- SS - SS - SANITARY SEWER LINE
- ST - ST - STORM SEWER LINE
- FO - FO - FIBER OPTICS LINE

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE1/4 OF THE SW1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 702,967 SQUARE FEET OF 16.138 ACRES, MORE OR LESS.

DEVELOPER

QUAIL CROSSING, LLC
6860 S 118TH STREET
OMAHA, NE 68137

OWNER

SCOTT ALFF
16602 LONGBOW LOOP
OMAHA, NE 68136

ZONING:

EXISTING	AG, RE	7.971 AC
PROPOSED:	BG, LOTS 1 THRU 6 AND OUTLOT "A"	6.486 AC
	RG-20-PS, LOT 7 AND OUTLOT "B"	1.681 AC
	RIGHT-OF-WAY	16.138 AC
	TOTAL	

NOTES:

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO STATE HIGHWAY NO. 370, S 45TH STREET AND S 42ND STREET FROM ANY LOTS ABUTTING SAID STREETS.
- CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5) RADI FROM THE INTERSECTION OF RIGHT-OF-WAY LINES.
- ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
- A STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOTS "A" AND "B".

CURVE	RADIUS
1	300.00'
2	300.00'
3	300.00'
4	300.00'

YARD	SETBACK
FRONT YARD	NONE
INTERIOR SIDE YARD	5'
STREET SIDE YARD	NONE
REAR YARD	10'

YARD	SETBACK
FRONT YARD	25'
INTERIOR SIDE YARD	5'
STREET SIDE YARD	10'
REAR YARD	10'

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State of NE Certificate of Authorization #CA0008



QUAIL CROSSING
LOTS 1 THRU 7 INCLUSIVE & OUTLOTS "A" AND "B"
BELLEVUE, NEBRASKA

PRELIMINARY PLAT

Revisions	Date	Description
1	04-16-2025	JRS EAM

Proj No: P2023.157.001
Date: 04-16-2025
Designed By: JRS
Drawn By: EAM
Scale: 1" = 100'
Sheet: 1 of 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 5, 2025		SUBMITTED BY: City Clerk	
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:

Ordinance to to amend Chapter 23, Articles I - IV regarding peddler licenses

SYNOPSIS/BACKGROUND:

Updating City Code amending or repealing portions of Chapter 23, Articles I - IV regarding peddler/solicitor licenses. After reviewing, it was determined that a more comprehensive background check was warranted. Moving forward we decided to utilize OneSource to complete the background check, with our Chief of Police or his/her designee to make the decision to approve or deny based on the report. While making the procedure changes in our City Code, we went ahead and made changes or corrections so that the City Code was updated to the process of applying for licenses for peddler/solicitor licenses, including food trucks, ice cream trucks, and farmers' markets. These changes/corrections were all reviewed by various departments for comments.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4189 and authorize Mayor to sign. Request to waive the three readings, hold a public hearing tonight, and vote after tonight's meeting.

ATTACHMENTS:

1. Ordinance No. 4189	2. Chapter 23 in City Code (red-lined)	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: _____

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 23, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE I SECTIONS 23-1, 23-4, AND 23-5, ARTICLE II SECTIONS 23-21 THROUGH 23-23 AND 23-26 THROUGH 23-28, ARTICLE III SECTIONS 23-36 THROUGH 23-38, 23-40 AND 23-41, AND ARTICLE IV SECTIONS 23-53 THROUGH 23-59 REGARDING PEDDLERS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 23, Article I, Sections 23-1, 23-4 and 23-5 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 23-1 LICENSE REQUIRED; EXEMPTIONS.

It is hereby declared unlawful for any person to conduct business as a peddler, solicitor, street vendor, mobile vendor, itinerant or transient merchant within the corporate boundaries of the city, unless the person so soliciting shall have first secured a license from the ~~city clerk~~ City Clerk authorizing him or her to conduct such operations within the corporate limits. A license shall not be required by any person under ~~16~~ 18 years of age engaged in solicitation associated with the delivery or distribution of newspapers or shopping news, or working on behalf of his or her ~~own individual entrepreneurial~~ school, scouts, or scholarship endeavor.

§ 23-4 LICENSE APPLICATION CONTENTS.

Any person applying for a ~~license permit~~, shall, in person or electronically, via email, submit to the Office of the City Clerk, at the office of the city clerk, ~~present~~ a colored copy of a valid government issued photo ~~identification-ID card of himself or herself of themselves~~, and the application completed in its entirety, signed by the applicant ~~file a written sworn application signed by the applicant~~ showing:

(A) The applicant's full legal name, date of birth, full mailing address, cell phone number, email address, driver's license number or government issued ID number, state of issuance, expiration date of ID, vehicle make and model, year of vehicle, license plate number of said vehicle or rental vehicle, state of issuance, and expiration date, position with the company, company name, name doing business as (dba), manager/supervisor name, phone number, and company address. ~~the name of the person having the management or supervision of the applicant's business during the time that is proposed that it will be carried on in the city; the applicant's local address, the address of such person having the management or supervision of the applicant's business during the time that it is proposed that it will be carried on in the city; the capacity in which such applicant will act (that is, whether as proprietor, agent or otherwise); and, if a corporation, has the management or supervision of the applicant, documentation under the law of the state the same is incorporated.~~

(B) The location within the city limits where product/service will be offered or sold. ~~place or places in the city where it is proposed to carry on applicant's business. and the length of time during which it is proposed that such business shall be conducted.~~

(C) A ~~statement~~ **brief explanation** of the nature of merchandise to be sold or offered for sale by the applicant.

(D) A brief ~~statement~~ **explanation** of the nature of the advertising done or proposed to be done ~~in order to attract customers.~~

~~(E) Documentation from the person for whom the applicant proposes to do business, authorizing the applicant to act as such representative.~~

~~(F) Such other reasonable information as to the identity or character of the person having the management or supervision of the applicant's business or the method or plan of doing such business as the city clerk may deem proper, including, but not limited to, telephone numbers, physical description, including height, weight, color of eyes, color of hair, and a valid, government-issued photo identification card.~~

~~(G)~~ (E) If applicant is a minor, over the age of sixteen (16) but under the age of eighteen (18), such applicant shall not be licensed unless the minor's parent or guardian completes the City of Bellevue Parental Consent to Issue Peddlers License to Minor Child Form, in front of a Notary Public. ~~appears personally before the city clerk and provides the following:~~ If minor applicant's parents are out of state, the parent may sign a consent form in front of a notary public and email a copy to the Office of the City Clerk. The original hard copy with the wet seal shall be mailed into the Office of the City Clerk.

~~—(1) Satisfactory evidence that the person is in fact the parent or guardian of the particular applicant.~~

~~—(2) A written statement signed by the parent or guardian, and witnessed by the city clerk, giving permission for the applicant to be licensed upon meeting the requirement of this article.~~

~~(H)~~ (F) If applicant is applying for a **permit license** to operate as a mobile vendor as defined by this article, such applicant shall provide documentation that he or she is the holder of a valid operator's license.

§ 23-5 LICENSE APPROVAL, AUTHORITY AND APPEALS.

(A) An application deemed by the ~~city clerk~~ **City Clerk** to be incomplete shall be returned to the applicant **in person or via email** with the clerk's reason for the same.

(B) Upon receipt of a completed application containing the information required by section 23-4, ~~the non-refundable application fee, per the Master Fee Schedule, shall be paid to the Office of the City Clerk. After the application fee is received, the such application shall be referred to the~~ routed to a third-party company for the background check. Once the background check report is received, the application and the background report will be routed to the ~~chief of police,~~ Chief of Police or his/her designee. The Chief of Police or his/her designee, shall have ten (10) ~~who shall~~ **within three** working days, after ~~the~~ receipt of the application and report, to review the information and an ~~thereof cause such~~ investigation of the applicant's business and moral character to be made as he or she deems necessary for the protection of the public.

(C) If as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the ~~chief of police~~ **Chief of Police or his/her designee** shall endorse on

such application his or her disapproval and his or her reasons for the same, and return said application to the ~~city clerk~~ City Clerk, who shall notify the applicant ~~and the company in writing via email or phone call~~ that the application is disapproved and that no license will be issued.

(D) No license shall be issued to any applicant where any of the following has been determined during the investigation and review of the application:

(1) If the applicant has been convicted of a crime, the nature of which indicates a lack of honesty and reliability which would lead one to believe that future violations of the law could occur. An example of such crimes would be theft, burglary, robbery, fraud, deceit or any crime of violence.

(2) If the applicant has been convicted of a felony or a crime involving moral turpitude within ten years preceding the date of filing of such application, or any felony crime that, in the determination of the ~~chief of police~~ Chief of Police or his/her designee, may impact the

(3) Any previous history relating to the manner in which the applicant made door-to-door sales which resulted in a violation of the law.

(4) Providing false information on the application form.

(E) If the character and business responsibility of the applicant are found to be satisfactory, the ~~chief of police~~ Chief of Police or his/her designee shall endorse on the application his or her approval and return said application to the ~~city clerk~~ City Clerk, who shall notify the applicant that his or her application has been approved and shall issue such license. Such license shall contain the name and address of the applicant, company name and, if applicable, the name and phone number of the applicant's manager or supervisor, the kind of goods to be sold thereunder, the date of issuance and the length of time the same shall be operative.

(F) Upon payment of the non-refundable license fee, per the Master Fee Schedule, an appointment shall be scheduled with the Office of the City Clerk. The appointment should be scheduled 48 hours prior to the appointment time. The applicant will be issued a photo ID badge, required to be worn at all times, while conducting business within the City of Bellevue. Appointment hours are from 9:00 a.m. to 11:00 a.m. and 2:00 p.m. to 3:30 p.m. in the Code Enforcement Office.

~~(F)~~ (G) Any person ~~aggrieved~~ in disagreement with ~~by~~ the decision of the ~~chief of police~~ Chief of Police or his/her designee ~~about~~ regarding the denial of an application for a license, shall have the right to appeal to the ~~city council~~ City Council. ~~Such~~ The appeal shall be ~~taken by filing~~ filed with the ~~city council~~ City Clerk within 14 days, after notice of the ~~decision~~ denial has been ~~mailed~~ emailed to the applicant and applicant's company. The applicant must submit ~~to such person's last known address~~, a written statement setting forth the grounds for appeal. The ~~city council~~ City Clerk shall set the time and place for ~~City Council to hold~~ a hearing on such appeal and notice shall be given to such person ~~via email or phone. by registered mail, postage prepaid, at his last known address~~. The decision of the ~~city council~~ City Council on such appeal shall be final.

Section 2. That Chapter 23, Article II, Sections 23-21, 23-22, 23-23, 23-26, 23-27 and 23-28 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 23-21 FEES; EXEMPTIONS.

The license fee for any itinerant vendor, peddler, solicitor, street vendor, mobile vendor or transient merchant shall be as described in the Master Fee Schedule. The annual fee shall cover a period of one year from date of issue. Any person representing organizations that qualify as non-profit, charitable and tax-exempt shall be exempt from all required fees when proof of status is attached to the ~~permit license~~ application. ~~and status is verified through the Nebraska Secretary of State by the city clerk.~~

§ 23-22 BOND.

To secure the full and faithful performance of each and every term and condition of peddling and soliciting, a ~~certificate of insurance~~ **Certificate of Insurance** from an insurance company licensed to do business in the State of Nebraska shall be furnished to the City Clerk, showing ~~commercial general liability~~ **Commercial General Liability** coverage of \$500,000 single occurrence/\$1,000,000 aggregate limits, naming the City of Bellevue as an additional insured, prior to the issuance of any license. Applicants seeking a ~~permit license~~ to operate as a mobile vendor must also provide a ~~certificate of insurance~~ **Certificate General Insurance** covering the vehicle(s) for which the ~~permit license~~ is granted. ~~The certificate must be~~ from an insurance company licensed to do business in the State of Nebraska, showing vehicle insurance coverage in an amount not less than \$300,000 for injury to all persons injured in any one occurrence, and \$25,000 for property damage in any one occurrence. Any seasonal merchant and any person or persons representing organizations that qualify as non-profit, charitable and tax-exempt shall be exempt from the insurance requirements when proof of status is attached to permit application. ~~and status is verified through the Nebraska Secretary of State by the city clerk.~~

§ 23-23 ~~APPOINTMENT OF AGENT. RESERVED.~~

~~—(A) Before any license shall be issued, such applicant shall file with the city clerk an instrument nominating and appointing the city clerk, or the person performing the duties of such position, his true and lawful agent with full power and authority to acknowledge service of notice or process in respect to any matters connected with or arising out of the business transacted under such license.~~

~~—(B) Immediately upon being served with process, the city clerk shall send to the licensee at his last known address, by registered mail, a copy of such process. Nothing herein shall be construed to apply to any applicant required to appoint a state official as an agent for the purpose of receiving service of process as a prerequisite for doing business within the State of Nebraska.~~

§ 23-26 LICENSE TO BE POSTED.

The license issued by the ~~city clerk~~ **City Clerk** shall be posted in a conspicuous place ~~if license is issued to an Itinerant Merchant, Mobile Vendor, or Seasonal Merchant,~~ if the licensee is using a vehicle or a building in his business. ~~and otherwise must be kept upon the person so licensed and exhibited at any time upon request.~~ Solicitors going door to door should wear the city issued ID Badge while conducting business in the City of Bellevue city limits.

§ 23-27 LICENSE REVOCATION; HEARING.

(A) Upon recommendation of the ~~chief of police~~ Chief of Police or his/ her designee, ~~permits licenses issued may be revoked by the city council~~ City Council after notice and a hearing, for any of the following causes:

- (1) Any fraud, misrepresentation or false statement contained in the application for a license;
- (2) Any fraud, misrepresentation, or false statement made in connection with the selling of goods, wares or merchandise;
- (3) Any violation of this article;
- (4) Conviction of the licensee of any felony or of a misdemeanor involving moral turpitude; and/or
- (5) Conducting the business licensed under this article in an unlawful manner or in such a manner as to threaten the health, safety or general welfare of the public.

(B) Notice of a hearing before the ~~city council~~ City Council for the revocation of a license shall be given, in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be sent by registered mail, postage prepaid, to the licensee at his last known address, at least five days prior to the date set for hearing.

§ 23-28 LICENSE SUSPENSION; HEARING.

(A) Any three violations of this chapter by any licensee during the license period shall result in suspension of such license by the ~~chief of police~~ Chief of Police or his/her designee for the remainder of the person's license period, or until all violations are adjudicated in the appropriate court proceeding, whichever is earlier. The ~~city clerk~~ City Clerk shall send notice of the suspension by ~~registered email and~~ mail, postage prepaid to the licensee, at his last known address.

(B) Any person aggrieved by the suspension of his or her license may appeal license suspension. Such appeal shall be taken by filing with the ~~city council~~ City Clerk, within 14 days after notice of the suspension has been mailed to such person's last known address, a written statement setting forth the grounds for appeal. The ~~city council~~ City Clerk shall set the time and place for a hearing on such appeal and notice shall be given to such person by ~~registered email and~~ mail, postage prepaid, at ~~his~~ the applicant's last known address. The decision of the ~~city council~~ City Council on such appeal shall be final.

§ 23-29 POLICE ENFORCEMENT.

It shall be the duty of the ~~city police~~ Chief of Police or his/her designee to examine all places of business and persons subject to the provisions of this article and to enforce the provisions herein against any person found to be violating the same.

Section 3. That Chapter 23, Article III, Sections 23-36, 23-37, 23-38, 23-40 and 23-41 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 23-36 ~~PERMIT LICENSE FEE; VEHICLE PERMIT~~—REQUIRED.

(A) No person shall engage in retail mobile operations under this article unless and until such person has been granted a permit by the ~~city clerk~~ City Clerk.

~~(B) No vehicle shall be operated under any permit fee granted under this article unless and until an individual permit is issued for that vehicle by the city clerk.~~

§ 23-37 SAME—FEES; RENEWAL.

(A) The ~~annual permit license~~ fee ~~and individual vehicle permit fee~~ shall be as described in the Master Fee Schedule.

(B) ~~Permits Licenses~~ for the mobile retail sale of ice cream ~~and vehicle permits~~ shall be renewable annually.

§ 23-38 SAME—CONDITIONS.

No ~~permit license~~ for the mobile retail sale of ice cream ~~nor any vehicle permit~~ under this article shall be issued by the ~~city clerk~~ City Clerk until the following conditions have been met:

~~(A) Safety inspection. No vehicle shall be permitted to operate hereunder until a mechanical safety inspection has been made by the police department, and the results thereof certified by the city clerk.~~

~~(B)~~ (A) Operator's license. No person shall operate any vehicle hereunder unless such person is the holder of a valid Nebraska operator's license.

~~(C)~~ (B) Liability insurance. There shall be filed with the ~~city clerk~~ City Clerk a policy of insurance covering all vehicles operated hereunder in such form as the ~~city clerk~~ City Clerk may deem proper, issued by an insurance company approved by the insurance commissioner of the state, and authorized to do business in the state, insuring the public against injury, loss or damage resulting to persons or property from the use, maintenance and operation of any vehicle operated hereunder for which such permit is granted in an amount of not less than \$300,000.00 for injury to all persons injured in any one occurrence; and \$25,000.00 for property damage in any one occurrence. In addition, thereto, a separate policy of insurance shall be filed with the ~~city clerk~~ City Clerk insuring the public against injuries or damage resulting from the use or consumption of any product dispensed hereunder. Such policy shall be in such form as the ~~city clerk~~ City Clerk may deem proper and issued by an insurance company approved by the insurance commissioner of the state, insuring the public against injury, loss or damage resulting from the use or consumption of any product dispensed hereunder in an amount of not less than \$50,000.00 for injury to any one person, and \$100,000.00 for injury to all persons injured in any one occurrence.

§ 23-40 OPERATING RULES.

Vehicles operated under this article and persons operating such vehicles shall be governed by the following regulations:

~~(A) No person other than the authorized driver of the vehicle shall be on or in the vehicle.~~

~~(B)~~ (A) No vehicle shall be operated at a speed in excess of ten miles per hour while actually engaged in selling.

~~(C) No sales shall be made to any person standing in the street.~~

~~(D)~~ (B) No sales shall be made within one block of any school while in session, nor shall any sale be made for a period of 30 minutes before the beginning of such school, or for the 30 minutes after adjournment.

~~(E) Except for the use of a horn for driving purposes, no vehicle shall use or have attached any sound device, flashing light other than brake or safety light, or any other device which has the effect of attracting attention of persons so as to announce the presence of the vehicle in the area for the purpose of sales.~~

§ 23-41 ENFORCEMENT; APPEALS.

The ~~city clerk~~ City Clerk shall have the duty of enforcing this article ~~with the exception of the safety check of vehicles, which shall be made by the police department.~~ Any order of suspension or revocation made hereunder shall be reviewable by the ~~city council~~ City Council and ~~mayer~~ Mayor at the next regular meeting following suspension or revocation. Any interested party can make written application for the review of a suspension or revocation, by serving notice upon the ~~city clerk~~ City Clerk within ten days after such ~~permit license~~ holder is notified in writing of the order of suspension or revocation.

Section 4. That Chapter 23, Article IV, Sections 23-53, 23-54, 23-55, 23-56, 23-57, 23-58 and 23-59 of the Bellevue Municipal Code are hereby added to read as follows:

§ 23-53 MARKET MANAGER.

The ~~city shall designate an individual to act as market manager~~ Market Manager, ~~who shall review~~ submit an Application for a Privately-Operated Farmers Market on City-Owned Property to the City Clerk for City Council approval. The Market Manager shall review the application of any grower, producer or live music entertainment performance offering articles for sale under this article, issue permits and collect fees therefore, assign spaces to growers, producers and live music entertainment performances, establish a system of bookkeeping for the market, and be responsible for maintaining the market's cleanliness and enforcing the market regulations.

§ 23-54 PERSONS ELIGIBLE TO RENT SPACE.

Permits for a space at the ~~farmers' market~~ Farmers' Market shall only be issued to a grower, producer or live music entertainment performance as defined in this article.

§ 23-55 APPLICATION FOR SPACE.

An applicant for a space to sell goods within the ~~farmers' market~~ Farmers' Market shall submit to the ~~market manager~~ Market Manager or his/her designee, together with the required fee, an application on a form prescribed and furnished by the ~~market manager~~ Market Manager or his/her designee. The ~~market manager~~ Market Manager or his/her designee may request additional information from the applicant.

§ 23-56 ASSIGNMENT OF SPACES.

Spaces in the ~~farmers' market~~ Farmers' Market shall be assigned in accordance with the order in which applications are filed with the Market Manager or his/her designee.

§ 23-57 RENTAL FEES.

Fees for ~~farmers' market~~ Farmers' Market spaces shall be as set forth in the Master Fee Schedule.

§ 23-58 USE REGULATIONS.

The ~~city council~~ City Council ~~may, by resolution, adopt~~ shall adopt by resolution rules and regulations it considers appropriate for the operation of the ~~farmer's market~~ Farmers' Market upon recommendation of the ~~market manager~~ Market Manager or his/her designee.

§ 23-59 CLEANUP ~~DEPOSIT~~.

~~All growers and producers shall pay the cleanup deposit provided for in the Master Fee Schedule upon arrival at the market.~~ Growers and producers shall remove all waste and refuse from their spaces before leaving the market. Any refusal or failure by the grower or producer, or their employees or agents, to clean their respective space shall result in forfeiture of their space. ~~of the deposit~~

Section 5. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 5, 2025		SUBMITTED BY: City Clerk	
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:

Ordinance to repeal Chapter 23, Article V of City Code regarding sales of secondhand goods.

SYNOPSIS/BACKGROUND:

Updating City Code to repeal Article V in its entirety. Following discussions with Capt. Stroehrer, Administration and Legal it was concluded that this part of Chapter 23 was not needed and has not been enforced much for several years, if at all.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4190 and authorize Mayor to sign. Request to waive the three readings, hold a public hearing tonight, and vote after tonight's meeting.

ATTACHMENTS:

1. Ordinance No. 4190
2. Chapter 23, Article 5 of City Code (red-lined)
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4190

AN ORDINANCE TO REPEAL CHAPTER 23 ARTICLE V, OF THE BELLEVUE MUNICIPAL CODE REGARDING SALES OF SECONDHAND GOODS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 23-77 through 23-86 of Chapter 23 Article V of the Bellevue Municipal Code which read as follows are hereby repealed and shall be "reserved" for future use.

§ 23-77 DEFINITIONS.

(A) For the purpose of this Article, any person who shall engage in the business of buying, selling or dealing (whether for cash or store credit) in secondhand property is hereby declared and defined to be a DEALER IN SECONDHAND GOODS. The term DEALER OF SECONDHAND GOODS does not include persons conducting a yard sale or garage sale from their residence, nor does it apply to pawnbrokers, whose conduct is regulated by separate city ordinances.

(B) For the purpose of this article, SECONDHAND PROPERTY means any previously owned audio-video equipment, audio-video recordings, video games, video game systems, video game accessories, cameras, computer hardware, jewelry, article made of precious metal, precious stone or gem, sporting or athletic gear or equipment, including a bicycle, watch or currency, furniture, wares or merchandise.

§ 23-78 PERMIT REQUIRED; APPLICATION, CONTENTS; ISSUANCE; FEES.

(A) Every person desiring to engage in the business of secondhand sales shall first obtain a permit from the City of Bellevue. The permit is valid for the year in which it was issued and will expire on December 31 of the same year.

(B) Such permit shall be obtained by filing an application with, and having such application approved by, the Chief of Police, or someone under his or her direction.

(C) The application shall contain the following information:

- (1) The name and address of the owner and the manager of the business and, if the applicant is an individual, the applicant's social security number;
- (2) If the applicant is a corporation, a copy of the articles of incorporation and the names of its officers and shareholders;
- (3) The exact location where the business is to be conducted; and
- (4) The exact location where any goods, wares, and merchandise may be stored or kept if other than at the business location.

(D) When reviewing applications for a permit required by this section, the Chief of Police, or his or her designee, shall take into consideration the criminal record, if any, of the applicant and, if the applicant is a corporation, of its officers and shareholders. No permit shall be issued to any applicant who has been convicted of a felony, and, if the applicant is a corporation, no permit shall be issued when any officer or shareholder has been convicted of a felony.

(E) There is no fee for the issuance of a secondhand sales permit.

§ 23-79 APPEAL OF DENIAL OF PERMIT.

When an application for a permit required by the provisions of this article has been denied by the Chief of Police, or his or her designee, the applicant shall have the right to appeal from such denial to the council in the same manner as provided for appeals from a suspension or revocation of a permit in Sec. 23-93.

§ 23-80 PERMIT; BUSINESS LOCATION; UNLAWFUL TRANSACTIONS.

(A) No person shall be allowed to sell secondhand goods in more than one location under one permit. Each permit shall state the place where such business is to be carried on, and shall not be transferable or assignable. The goods, wares, and merchandise involved shall be kept or stored only at those locations specifically listed in the permit application.

(B) It shall be unlawful for any person not having a permit as required in section 23-78 to display any sign or advertisement stating that money or store credit is given for goods, or that goods are purchased as described in section 23-77.

(C) No secondhand dealer shall accept any article of property, or purchase any article of property:

- (1) From any person under the age of eighteen (18) years without the written consent of a parent or legal guardian. The consent must be signed in the presence of the permittee, who must include the consent in the daily record provided to the Chief of Police;
- (2) From any person who appears under the influence of alcohol, or any narcotic, drug, or stimulant, or depressant, or from any person that openly appears to be a person of diminished capacity; or
- (3) On which the serial numbers or other identifying insignia have been destroyed, removed, altered, covered, or defaced.

§ 23-81 RECORDS REQUIRED; INSPECTION; STOLEN PROPERTY; PROCEDURES.

(A) Every secondhand dealer shall keep a ledger, in which there shall be typed or printed in ink, at the time of the transaction, a legible and accurate description in the English language of every article of secondhand property received, purchased, sold or exchanged by him or her, the date of the transaction, and the purchaser or seller. A computer database can be used in lieu of a book. No entry made in such book shall be erased, obliterated, or defaced. For purposes of this section, the phrase "typed or printed in ink" may include a computer printout.

(B) The description of articles of secondhand property shall include:

- (1) The brand name;
- (2) The model number, if available;
- (3) Any serial number or other identification number installed by the manufacturer; and
- (4) A description of every other identifying marking, such as an inscription, a social security number, a name, nickname, or address appearing on the item.

(C) The description of each watch shall include:

- (1) The brand name; model number, if available;
- (2) A description of the metal or metals of its composition;
- (3) A description of the band;
- (4) A description of the face by number, color and cut, shape and type of stone or stones, if any; and
- (5) A description of any inscriptions appearing on the watch.

(D) The description of each item of jewelry shall include:

- (1) The type; a description of the metal or metals of its composition;
- (2) The type, cut and shape of each stone; and
- (3) A description of all inscriptions. Each ring shall also be identified by ring size.

(E) In addition, each watch and jewelry shall be photographed in color. The photograph shall be retained by the business for a period of at least three years.

(F) The description of each person who sells an item of secondhand property to the licensee shall consist of the person's name, residence address, birth date, weight, height, and gender. If the person has no social security number, the licensee shall record this fact.

(G) Every permittee shall require two forms of identification to be shown to him or her by each person selling an article of secondhand property to the permittee. At least one of the two forms of identification must list the seller's name and residence address. Except as provided, at least one of the two forms of identification must be a photographic identification issued by a federal, state or local governmental entity. Forms of identification may include, but are not limited to: a state driver's license, a state identification card, a passport, a military identification card, a social security card, or a credit card, or utility bill. If the customer does not have a photographic identification card issued by a federal, state or local governmental entity, the permittee shall photograph the customer. The photograph shall be in color. On the reverse side of the photograph the permittee shall record the customer's name, residence address, date of birth, gender, height and weight. If the customer has no social security number, the permittee shall record this fact.

(H) All persons who shall be engaged in the business of dealing in secondhand goods shall, in addition to the requirements of this section, obtain and keep a single legible fingerprint of each person selling secondhand goods or articles. The fingerprint shall be taken from the right index finger or, if the right index finger is missing, from the left index finger.

(I) It shall be the duty of every dealer in second hand goods every day, except Sunday before the hour of 12 noon, to deliver to the Chief of Police, or his or her designee, a legible and correct copy of each card or ledger entry required by this section for the transactions of the previous day. Transactions occurring on Saturday shall be reported on the following Monday.

(J) The record of purchases required to be kept by the provisions of this article, and the goods purchased, shall be open and available for inspection by the Chief of Police, his or her designated agent, or any law enforcement officer at any reasonable time.

(K) In the event the city enters into a contract for an electronic reporting system of transactions for dealers in second hand goods, the records required by this section, having all of the information required by this section, shall be created and delivered to the Chief of Police, or his or her designee, before the close of business that day. In the event that the electronic reporting system is unable to record a transaction for any reason, the dealer is required to make a complete written report of the transaction which written report shall be entered into the electronic system as soon as practicable.

§ 23-82 REQUIRED USE OF ELECTRONIC REPORTING SYSTEM.

(A) In the event the city enters into a contract for an electronic reporting system of transactions for dealers in second hand goods, it shall be the exclusive means by which such transaction are reported to the Chief of Police, or his or her designee. Every dealer in second hand goods shall operate and maintain a computer system with internet access and photographic capability sufficient for the electronic reporting requirements described in Sec. 23-80. Any failure or malfunction of such equipment on the part of the dealer shall not exempt the dealer from the record and reporting requirements of this article. The dealer shall immediately notify the police department of any such failure or malfunction, and shall have such resolved as soon as practicable.

(B) In addition to the requirements of Sec. 23-80, at the time of purchase, the dealer shall use the required electronic reporting system to collect the following:

- (1) A digital photograph of the purchased item;
- (2) A digital photograph of the seller;
- (3) A digital signature of the seller;
- (4) A digital scan of the seller's right index finger; if the index finger is missing, the fingerprint shall be taken from the left index finger. The print shall be clear and legible; and
- (5) A photographic or scanned image of the I.D. card of the seller, sufficiently clear to allow the information of the I.D. to be read.

§ 23-83 RETENTION OF GOODS.

No personal property received on deposit or purchase by any dealer in secondhand goods shall be sold or permitted to be redeemed from the place of business of such person for the space of ten days after the copy of the record of purchase thereof shall have been delivered to the Chief of Police, or his or her designee, as required by this article.

§ 23-84 RECOVERY OF STOLEN PROPERTY.

When any person is found to be the owner of stolen property that has been bought, such property shall be returned to the owner thereof upon the payment of the amount paid by the secondhand dealer for the stolen property.

§ 23-85 PENALTIES.

Any broker, agent, or dealer, who shall violate any of the provisions of this section, or:

- (A) Makes a false statement in the application for a permit;
- (B) Fails to keep the record or fails to make required entries thereon;
- (C) Intentionally or knowingly makes any false or unintelligible entry, or any entry which he or she has reason to believe is untrue;
- (D) Fails to make the inquiries necessary to enable him or her to make such entries or any of them;
- (E) Fails to procure the permit or who fails to produce his or her permit or records when requested by an officer having authority to examine them; or,
- (F) Destroys or negligently permits such records to be destroyed, shall be guilty of a misdemeanor and upon conviction shall be punished as provided in Bellevue Municipal Code Sec. 1-11.

§ 23-86 SUSPENSION OR REVOCATION OF PERMIT; GROUNDS; HEARING; FINDINGS AND ACTIONS.

(A) Any permit issued under the provisions of this article may be suspended or revoked for the violation by the permittee of:

- (1) Any provision of this article or other applicable provision of this Code, state law or city ordinance, rule or regulation; or
- (2) Any other provision of this Code, state law or city ordinance classified as a misdemeanor or felony.

(B) Before any permit issued under the provisions of this article is suspended or revoked, the permittee shall be given notice of the date and time for a hearing to show cause why such permit should not be revoked. Such hearing shall be within seven days of the date of the notice. At the time and place set for the show-cause hearing, the Chief of Police, shall hear all the testimony as to whether or not grounds for the revocation or suspension of the permit exist.

(C) If, upon the conclusion of the hearing thereon, it shall appear that grounds for the suspension or revocation of a permit issued under the provisions of this article exist, the Chief of Police shall so find and impose such suspension or revocation as he may deem proper under the circumstances.

(D) A finding, and the action taken thereon by the Chief of Police at the conclusion of the hearing on the suspension or revocation of a permit issued under the provisions of this article, may be appealed by the permittee to the City Council upon written application to the City Clerk within ten days of such decision. Upon hearing such appeal, the council may affirm, reverse, change or modify the finding or action of the Chief of Police. A permit shall remain in effect pending the outcome of such appeal.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

ARTICLE V: SALES OF SECONDHAND GOODS

Section

- ~~23-77~~ Definitions
- ~~23-78~~ Permit required; application, contents; issuance; fees
- ~~23-79~~ Appeal of denial of permit
- ~~23-80~~ Permit; business location; unlawful transactions
- ~~23-81~~ Records required; inspection; stolen property; procedures
- ~~23-82~~ Required use of electronic reporting system
- ~~23-83~~ Retention of goods
- ~~23-84~~ Recovery of stolen property
- ~~23-85~~ Penalties
- ~~23-86~~ Suspension or revocation of permit; grounds; hearing; findings and actions

~~§ 23-77 DEFINITIONS.~~

~~(A) For the purpose of this Article, any person who shall engage in the business of buying, selling or dealing (whether for cash or store credit) in secondhand property is hereby declared and defined to be a DEALER IN SECONDHAND GOODS. The term DEALER OF SECONDHAND GOODS does not include persons conducting a yard sale or garage sale from their residence, nor does it apply to pawnbrokers, whose conduct is regulated by separate city ordinances.~~

~~(B) For the purpose of this article, SECONDHAND PROPERTY means any previously owned audio-video equipment, audio-video recordings, video games, video game systems, video game accessories, cameras, computer hardware, jewelry, article made of precious metal, precious stone or gem, sporting or athletic gear or equipment, including a bicycle, watch or currency, furniture, wares or merchandise.~~

~~(Ord. 3595, § 1(23-51), passed 11-22-2010; Ord. 3711, § 1(23-77), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016)~~

~~§ 23-78 PERMIT REQUIRED; APPLICATION, CONTENTS; ISSUANCE; FEES.~~

~~—(A) Every person desiring to engage in the business of secondhand sales shall first obtain a permit from the City of Bellevue. The permit is valid for the year in which it was issued and will expire on December 31 of the same year.~~

~~—(B) Such permit shall be obtained by filing an application with, and having such application approved by, the Chief of Police, or someone under his or her direction.~~

~~—(C) The application shall contain the following information:~~

~~—(1) The name and address of the owner and the manager of the business and, if the applicant is an individual, the applicant's social security number;~~

~~—(2) If the applicant is a corporation, a copy of the articles of incorporation and the names of its officers and shareholders;~~

~~—(3) The exact location where the business is to be conducted; and~~

~~—(4) The exact location where any goods, wares, and merchandise may be stored or kept if other than at the business location.~~

~~—(D) When reviewing applications for a permit required by this section, the Chief of Police, or his or her designee, shall take into consideration the criminal record, if any, of the applicant and, if the applicant is a corporation, of its officers and shareholders. No permit shall be issued to any applicant who has been convicted of a felony, and, if the applicant is a corporation, no permit shall be issued when any officer or shareholder has been convicted of a felony.~~

~~—(E) There is no fee for the issuance of a secondhand sales permit.~~

~~{Ord. 3595, § 1(23-52), passed 11-22-2010; Ord. 3711, § 1(23-78), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016}~~

~~§ 23-79 APPEAL OF DENIAL OF PERMIT.~~

~~—When an application for a permit required by the provisions of this article has been denied by the Chief of Police, or his or her designee, the applicant shall have the right to appeal from such denial to the council in the same manner as provided for appeals from a suspension or revocation of a permit in Sec. 23-93.~~

~~{Ord. 3595, § 1(23-53), passed 11-22-2010; Ord. 3711, § 1(23-79), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016}~~

~~§ 23-80 PERMIT; BUSINESS LOCATION; UNLAWFUL TRANSACTIONS.~~

~~—(A) No person shall be allowed to sell secondhand goods in more than one location under one permit. Each permit shall state the place where such business is to be carried on,~~

and shall not be transferable or assignable. The goods, wares, and merchandise involved shall be kept or stored only at those locations specifically listed in the permit application.

~~—(B) It shall be unlawful for any person not having a permit as required in section 23-78 to display any sign or advertisement stating that money or store credit is given for goods, or that goods are purchased as described in section 23-77.~~

~~—(C) No secondhand dealer shall accept any article of property, or purchase any article of property:~~

~~—(1) From any person under the age of eighteen (18) years without the written consent of a parent or legal guardian. The consent must be signed in the presence of the permittee, who must include the consent in the daily record provided to the Chief of Police;~~

~~—(2) From any person who appears under the influence of alcohol, or any narcotic, drug, or stimulant, or depressant, or from any person that openly appears to be a person of diminished capacity; or~~

~~—(3) On which the serial numbers or other identifying insignia have been destroyed, removed, altered, covered, or defaced.~~

~~(Ord. 3595, § 1(23-54), passed 11-22-2010; Ord. 3711, § 1(23-80), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016)~~

~~§ 23-81 RECORDS REQUIRED; INSPECTION; STOLEN PROPERTY; PROCEDURES.~~

~~—(A) Every secondhand dealer shall keep a ledger, in which there shall be typed or printed in ink, at the time of the transaction, a legible and accurate description in the English language of every article of secondhand property received, purchased, sold or exchanged by him or her, the date of the transaction, and the purchaser or seller. A computer database can be used in lieu of a book. No entry made in such book shall be erased, obliterated, or defaced. For purposes of this section, the phrase “typed or printed in ink” may include a computer printout.~~

~~—(B) The description of articles of secondhand property shall include:~~

~~—(1) The brand name;~~

~~—(2) The model number, if available;~~

~~—(3) Any serial number or other identification number installed by the manufacturer; and~~

~~—(4) A description of every other identifying marking, such as an inscription, a social security number, a name, nickname, or address appearing on the item.~~

~~—(C) The description of each watch shall include:~~

~~—(1) The brand name; model number, if available;~~

- ~~—(2) A description of the metal or metals of its composition;~~
- ~~—(3) A description of the band;~~
- ~~—(4) A description of the face by number, color and cut, shape and type of stone or stones, if any; and~~
- ~~—(5) A description of any inscriptions appearing on the watch.~~
- ~~—(D) The description of each item of jewelry shall include:~~
 - ~~—(1) The type; a description of the metal or metals of its composition;~~
 - ~~—(2) The type, cut and shape of each stone; and~~
 - ~~—(3) A description of all inscriptions. Each ring shall also be identified by ring size.~~
- ~~—(E) In addition, each watch and jewelry shall be photographed in color. The photograph shall be retained by the business for a period of at least three years.~~
- ~~—(F) The description of each person who sells an item of secondhand property to the licensee shall consist of the person's name, residence address, birth date, weight, height, and gender. If the person has no social security number, the licensee shall record this fact.~~
- ~~—(G) Every permittee shall require two forms of identification to be shown to him or her by each person selling an article of secondhand property to the permittee. At least one of the two forms of identification must list the seller's name and residence address. Except as provided, at least one of the two forms of identification must be a photographic identification issued by a federal, state or local governmental entity. Forms of identification may include, but are not limited to: a state driver's license, a state identification card, a passport, a military identification card, a social security card, or a credit card, or utility bill. If the customer does not have a photographic identification card issued by a federal, state or local governmental entity, the permittee shall photograph the customer. The photograph shall be in color. On the reverse side of the photograph the permittee shall record the customer's name, residence address, date of birth, gender, height and weight. If the customer has no social security number, the permittee shall record this fact.~~
- ~~—(H) All persons who shall be engaged in the business of dealing in secondhand goods shall, in addition to the requirements of this section, obtain and keep a single legible fingerprint of each person selling secondhand goods or articles. The fingerprint shall be taken from the right index finger or, if the right index finger is missing, from the left index finger.~~
- ~~—(I) It shall be the duty of every dealer in second hand goods every day, except Sunday before the hour of 12 noon, to deliver to the Chief of Police, or his or her designee, a legible and correct copy of each card or ledger entry required by this section for the transactions of the previous day. Transactions occurring on Saturday shall be reported on the following Monday.~~

~~—(J) The record of purchases required to be kept by the provisions of this article, and the goods purchased, shall be open and available for inspection by the Chief of Police, his or her designated agent, or any law enforcement officer at any reasonable time.~~

~~—(K) In the event the city enters into a contract for an electronic reporting system of transactions for dealers in second hand goods, the records required by this section, having all of the information required by this section, shall be created and delivered to the Chief of Police, or his or her designee, before the close of business that day. In the event that the electronic reporting system is unable to record a transaction for any reason, the dealer is required to make a complete written report of the transaction which written report shall be entered into the electronic system as soon as practicable.~~

~~{Ord. 3595, § 1(23-55), passed 11-22-2010; Ord. 3711, § 1(23-81), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016}~~

~~§ 23-82 REQUIRED USE OF ELECTRONIC REPORTING SYSTEM.~~

~~—(A) In the event the city enters into a contract for an electronic reporting system of transactions for dealers in second hand goods, it shall be the exclusive means by which such transaction are reported to the Chief of Police, or his or her designee. Every dealer in second hand goods shall operate and maintain a computer system with internet access and photographic capability sufficient for the electronic reporting requirements described in Sec. 23-80. Any failure or malfunction of such equipment on the part of the dealer shall not exempt the dealer from the record and reporting requirements of this article. The dealer shall immediately notify the police department of any such failure or malfunction, and shall have such resolved as soon as practicable.~~

~~—(B) In addition to the requirements of Sec. 23-80, at the time of purchase, the dealer shall use the required electronic reporting system to collect the following:~~

~~—(1) A digital photograph of the purchased item;~~

~~—(2) A digital photograph of the seller;~~

~~—(3) A digital signature of the seller;~~

~~—(4) A digital scan of the seller's right index finger; if the index finger is missing, the fingerprint shall be taken from the left index finger. The print shall be clear and legible; and~~

~~—(5) A photographic or scanned image of the I.D. card of the seller, sufficiently clear to allow the information of the I.D. to be read.~~

~~{Ord. 3595, § 1(23-56), passed 11-22-2010; Ord. 3711, § 1(23-82), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016}~~

~~§ 23-83 RETENTION OF GOODS.~~

~~— No personal property received on deposit or purchase by any dealer in secondhand goods shall be sold or permitted to be redeemed from the place of business of such person for the space often days after the copy of the record of purchase thereof shall have been delivered to the Chief of Police, or his or her designee, as required by this article.~~

~~{Ord. 3595, § 1(23-57), passed 11-22-2010; Ord. 3711, § 1(23-83), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016}~~

~~§ 23-84 RECOVERY OF STOLEN PROPERTY.~~

~~— When any person is found to be the owner of stolen property that has been bought, such property shall be returned to the owner thereof upon the payment of the amount paid by the secondhand dealer for the stolen property.~~

~~{Ord. 3595, § 1(23-58), passed 11-22-2010; Ord. 3711, § 1(23-84), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016}~~

~~§ 23-85 PENALTIES.~~

~~— Any broker, agent, or dealer, who shall violate any of the provisions of this section, or:~~

~~— (A) Makes a false statement in the application for a permit;~~

~~— (B) Fails to keep the record or fails to make required entries thereon;~~

~~— (C) Intentionally or knowingly makes any false or unintelligible entry, or any entry which he or she has reason to believe is untrue;~~

~~— (D) Fails to make the inquiries necessary to enable him or her to make such entries or any of them;~~

~~— (E) Fails to procure the permit or who fails to produce his or her permit or records when requested by an officer having authority to examine them; or,~~

~~— (F) Destroys or negligently permits such records to be destroyed, shall be guilty of a misdemeanor and upon conviction shall be punished as provided in Bellevue Municipal Code Sec. 1-11.~~

~~{Ord. 3595, § 1(23-59), passed 11-22-2010; Ord. 3711, § 1(23-85), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016}~~

~~§ 23-86 SUSPENSION OR REVOCATION OF PERMIT; GROUNDS; HEARING; FINDINGS AND ACTIONS.~~

~~— (A) Any permit issued under the provisions of this article may be suspended or revoked for the violation by the permittee of:~~

~~—(1) Any provision of this article or other applicable provision of this Code, state law or city ordinance, rule or regulation; or~~

~~—(2) Any other provision of this Code, state law or city ordinance classified as a misdemeanor or felony.~~

~~—(B) Before any permit issued under the provisions of this article is suspended or revoked, the permittee shall be given notice of the date and time for a hearing to show cause why such permit should not be revoked. Such hearing shall be within seven days of the date of the notice. At the time and place set for the show-cause hearing, the Chief of Police, shall hear all the testimony as to whether or not grounds for the revocation or suspension of the permit exist.~~

~~—(C) If, upon the conclusion of the hearing thereon, it shall appear that grounds for the suspension or revocation of a permit issued under the provisions of this article exist, the Chief of Police shall so find and impose such suspension or revocation as he may deem proper under the circumstances.~~

~~—(D) A finding, and the action taken thereon by the Chief of Police at the conclusion of the hearing on the suspension or revocation of a permit issued under the provisions of this article, may be appealed by the permittee to the City Council upon written application to the City Clerk within ten days of such decision. Upon hearing such appeal, the council may affirm, reverse, change or modify the finding or action of the Chief of Police. A permit shall remain in effect pending the outcome of such appeal.~~

~~(Ord. 3595, § 1(23-60), passed 11-22-2010; Ord. 3711, § 1(23-86), passed 3-11-2013; Ord. 3851, § 1, passed 6-13-2016)~~

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/05/2025		SUBMITTED BY: Administration	
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:

An Ordinance to Approve the Sale and Conveyance of 22.62 Acres more or less of City owned property to RD Blair, L.L.C., a Nebraska Limited Liability Company and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:

The City of Bellevue currently owns 22.62 acres located at 11921 South 36th Street Bellevue, Nebraska. RD Blair, L.L.C., a Nebraska Limited Liability Company desires to enter into a Uniform Commercial Purchase Agreement with the City for the sale of said 22.62 acres for the purchase price of \$3,000,000.00. The City does not have any reasonable and foreseeable use for the 22.62 acres.

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:

Approve and Authorize the Mayor to sign the Uniform Commercial Purchase Agreement.

ATTACHMENTS:

1. Ordinance 4191
2. Uniform Commercial Purchase Agreement
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Aimee Buffillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Greg R

ORDINANCE NO. 4191

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF 22.62 ACRES MORE OR LESS OF CITY PROPERTY TO RD BLAIR, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Bellevue owns the land legally described in the attached Uniform Commercial Purchase Agreement, consisting of 22.62 acres more or less in the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, RD Blair, L.L.C., a Nebraska Limited Liability Company that desires to purchase from the City the above-described 22.62 acres of City-owned land; and

WHEREAS, the City is not currently utilizing said land, and has not identified any reasonably foreseeable use for said land; and

WHEREAS, Neb. Rev. Stat. § 16-202 grants to the City of Bellevue the power to sell and convey any real estate owned by the City by ordinance directing the sale or conveyance of such real estate and the manner and terms thereof; and

WHEREAS, the City deems it to be in the best interests of the City to sell and convey the above-described 22.62 acres more or less for the price of Three Million and No/100 Dollars (\$3,000,000.00); and

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

Section 1: That the real estate legally described in the Uniform Commercial Purchase Agreement attached hereto shall be sold and conveyed to RD Blair, L.L.C., a Nebraska Limited Liability Company.

Section 2: That the Mayor is hereby authorized to execute on behalf of the City of Bellevue the Uniform Commercial Purchase Agreement attached hereto.

Section 3: That upon compliance with the requirements for publication and remonstrance period, the Mayor is hereby authorized to execute on behalf of the City of Bellevue all written documents, including the Special Warranty Deed referenced in Paragraph four (4) of the Uniform Commercial Purchase Agreement, necessary to carry into full force and effect the terms and intent of this Ordinance.

Section 4: Effective Date and Publication. This ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days after the passage of the ordinance by City Council.

Section 5: Additional Publication and Remonstrance. That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation of the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance

petition against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city voting at the last regular municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

UNIFORM COMMERCIAL PURCHASE AGREEMENT
(This is a legally binding contract. If not understood, seek legal advice)

1. **Address** 11921 South 36th Street in Bellevue, Nebraska. 22.62 Acres more or less.
2. **Legal Description (Property):** (a) LOT 4 DANIELL'S FARM ADDITION; AND (b) THE SOUTH PART LOT 5 AND DANIELL'S FARM ADDITION SOUTH OF GRANADA PARKWAY EXCEPT RIGHT OF WAY, An addition to the City of Bellevue in Sarpy County, Nebraska; provided however, that the Property shall not include the sixty (60) feet west of the west lot line of (b) above adjacent to the Anderson Grove Cemetery (see the attached Exhibit A).
3. **Personal Property:** The only personal property included is as follows: NONE.
4. **Conveyance:** Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by special warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.
5. **Purchase Price:** Buyer agrees to pay **Three Million DOLLARS (\$3,000,000) on the following terms: Twenty Five Thousand DOLLARS \$25,000.00 (Deposit)**, to be paid within 72 hours of full execution of this agreement, deposited to First American Title Insurance Company (the "Escrow Agent") as evidenced by the receipt attached below. In the event this offer is not accepted by the Seller within the time specified, the Deposit shall be refunded. In the event of refusal or failure of the Buyer to consummate the purchase, the Seller will refund the Deposit. Balance to be paid in immediately available funds at closing of the sale.
6. **Applicable Conditions:** This agreement is conditioned upon the happening of each of the following events. If each of the same has not occurred within the time stated, this offer shall be null and void, and any Deposit returned to Buyer. Buyer shall have until August 30, 2025 to receive an allocation of LIHTC in an amount to finance construction in the sole discretion of the Buyer. Buyer shall perform a Phase I environmental review at Buyer's cost but shall be to the sole satisfaction of the Buyer. Buyer shall convey the 60 feet west of the shared lot line to the Anderson Grove Cemetery at no cost. Buyer shall negotiate with Anderson Grove Cemetery negotiated costs to cover all survey costs and fees associated with this conveying the 60 ft west of the lot line between Anderson Grove Cemetery and Lot 4. Additionally, this agreement is contingent on the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. § 16-202 ("Remonstrance Period"). The Remonstrance Period shall begin immediately following passage and publication of an ordinance to approve the sale of the Property by Seller's City Council. If remonstrance petition is successfully filed pursuant to Neb. Rev. Stat. § 16-202 before the expiration of the Remonstrance Period and thereafter successfully upheld, then this agreement shall be automatically terminated and the Deposit shall be returned to Buyer. If the Remonstrance Period is successfully completed, the successful completion date shall be referred to herein as the "Remonstrance Date."
7. **Taxes:** Urban Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all the prior years' taxes, interest, and other charges, if any, will be paid by Seller.
 Rural Taxes: All consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of date of closing, and Seller shall, also, pay all prior years' taxes, interest, and other charges.
8. **Sanitary and Improvement District (S.I.D.):** Buyer understands that this property is not located within a S.I.D.
9. **Conveyance of Title:** Seller shall furnish a current title insurance commitment to Buyer as soon as practical. If title defects are found, Seller may, at its sole discretion, either (i) cure such defects within a reasonable per of time, or (ii) terminate this contract. In the event that Seller elects not to terminate this contract, if title defects are not cured within a reasonable time period, the Buyer may rescind this agreement and the Deposit shall be refunded. Approximate closing date to be September 30, 2025, and possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be equally divided between Buyer and Seller. **UNLESS CLOSED OR PREVIOUSLY TERMINATED BY BUYER, THIS AGREEMENT SHALL EXPIRE ON DECEMBER 1 2025.**

10. **Escrow Closing:** Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

11. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Seller.

12. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance.

13. **Condition of Property:** Buyer acknowledges that Seller is conveying the property in its "as is / where is" condition.

14. **Environmental:** Seller makes no representations or warranties regarding the property's environmental condition. It is strongly recommended that Buyer undertake an environmental analysis.

THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.

NO WARRANTIES PARAGRAPH

Condition of Property: The parties hereto acknowledge that if Buyer proceeds to close on the purchase of the Property, then Buyer represents that it has had sufficient access to the Property and has determined for itself that the Property is satisfactory to Buyer for Buyer's intended uses and purposes, in which case, Buyer shall be conclusively presumed to have satisfied itself as to the usefulness and legal limitations to the Property, and to its condition and the environmental condition of the Property and further, Buyer takes Property in its present condition, "AS IS" without reliance upon any representation, warranty, opinion or statement of Seller or any agent of Seller.

15. **Assignment of the Purchase Agreement:** The Buyer shall have the privilege of assigning this agreement to any person, partnership, corporation, L.L.C. or L.L.P. prior to closing. Buyer shall deliver to Seller an executed copy of any such assignment in which event the Seller shall close the transaction with the Assignee of the Buyer. The Seller shall have the privilege of assigning this agreement to any person, partnership, corporation, L.L.C. or L.L.P. prior to closing. Seller shall deliver to Buyer an executed copy of any such assignment in which event the Buyer shall close the transaction with the Assignee of the Seller.

15. **Agency:** The REALTOR(S) involved in this transaction are: Mike Kaufman, CBRE represents the Seller.

Rob Woodling, RWI Property Management, Inc. represents the Buyer and will have equity in purchased property.

16. **Broker Compensation:** Buyer and Seller acknowledge that CBRE is being paid a fee of 6% of purchase price by Seller and this fee will be shared by Brokers 50% each.

17. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before September 1, 2025 at 5 o'clock PM

BUYER: RD Blair, L.L.C.

By: Foundations Development, L.L.C.

By: Woodling Development Corporation

By _____

Name Robert J. Woodling

Title President

Date _____

ACCEPTANCE

_____, 2025

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement except for the following modifications:

Seller: City of Bellevue

By _____

Name _____

Title _____

Date _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/5/2025		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Event Application from The Light House for Unified Event and Christian Music Festival to be held on Thursday, August 14, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 15, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 16, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 17, 2025 from 9:00 a.m. to 6:00 p.m. at American Heroes Park, Bellevue. Alternate Dates: Thursday, August 28, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 29, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 30, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 31, 2025 from 9:00 a.m. to 6:00 p.m.

SYNOPSIS/BACKGROUND:

Event Application from The Light House for Unified Event to be held on Thursday, August 14, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 15, 2025 from 2:00 and Christian Music Festival p.m. to 10:00 p.m.; Saturday, August 16, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 17, 2025 from 9:00 a.m. to 6:00 p.m. at American Heroes Park, Bellevue. Alternate Dates: Thursday, August 28, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 29, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 30, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 31, 2025 from 9:00 a.m. to 6:00 p.m.

FISCAL IMPACT: \$50 BUDGETED FUNDS: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of an Event Application from The Light House for Unified Event and Christian Music Festival to be held on Thursday, August 14, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 15, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 16, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 17, 2025 from 9:00 a.m. to 6:00 p.m. at American Heroes Park, Bellevue. Alternate Dates: Thursday, August 28, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 29, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 30, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 31, 2025 from 9:00 a.m. to 6:00 p.m.

ATTACHMENTS:

1. Application for Event License	2. Comments from PD, Streets, & Parks	3. Certificate of Insurance
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehler
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: July 14, 2025

SUBJECT: Recommend approval of an Event Application from The Light House for Unified Event to be held on Thursday, August 14, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 15, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 16, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 17, 2025 from 9:00 a.m. to 6:00 p.m. at American Heroes Park, Bellevue.
Alternate Dates: Thursday, August 28, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 29, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 30, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 31, 2025 from 9:00 a.m. to 6:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by, July 21, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. IPlease return the review form with or without comments by the deadline date, the City Clerk’s Office. Thank you!

Comments

No Comments

Bobby Riggs
Digitally signed by Bobby Riggs
Date: 2025.07.14 08:48:32
-05'00'
Signature or Fill in Your Name

07.14.2025
Date



**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

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

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Comments

No Comments

Signature or Fill in Your Name

Date



**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

**City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
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FROM: Susan Kluthe

DATE: July 14, 2025

SUBJECT: Recommend approval of an Event Application from The Light House for Unified Event to be held on Thursday, August 14, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 15, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 16, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 17, 2025 from 9:00 a.m. to 6:00 p.m. at American Heroes Park, Bellevue. Alternate Dates: Thursday, August 28, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 29, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 30, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 31, 2025 from 9:00 a.m. to 6:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by, July 21, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. IPlease return the review form with or without comments by the deadline date, the City Clerk’s Office. Thank you!

Comments

No Comments

Parks department has concerns & would need to meet to discuss plan.

Signature or Fill in Your Name

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehler
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

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 - Dave Goedeken

FROM: Susan Kluthe

DATE: July 14, 2025

SUBJECT: Recommend approval of an Event Application from The Light House for Unified Event to be held on Thursday, August 14, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 15, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 16, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 17, 2025 from 9:00 a.m. to 6:00 p.m. at American Heroes Park, Bellevue. Alternate Dates: Thursday, August 28, 2025 from 12:00 p.m. to 6:00 p.m., Friday, August 29, 2025 from 2:00 p.m. to 10:00 p.m.; Saturday, August 30, 2025 from 9:00 a.m. to 10:00 p.m.; and Sunday, August 31, 2025 from 9:00 a.m. to 6:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by, July 21, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. I please return the review form with or without comments by the deadline date, the City Clerk's Office. Thank you!

Comments

No Comments

Capt. Kurt Stroehler
Digitally signed by Capt. Kurt Stroehler
Date: 2025.07.14 14:15:47 -05'00'
Signature or Fill in Your Name

7-14-25
Date




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2025

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

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

 PRODUCER Gaslamp Insurance Services DBA Event Helper Insurance Services PO Box 1549 Grass Valley CA 95945	CONTACT NAME: Event Helper Customer Service PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Tracey Colgrove 20128 Allis Rd Pacific Junction IA 51561	INSURER A : Lloyds Syndicate 2623	NAIC # AA-1128623
	INSURER B : Lloyds Syndicate 623	AA-1126623
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	EH-771325-L4568969	08/14/2025 12:01 AM	08/18/2025 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES \$ 100,000
	<input checked="" type="checkbox"/> Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000	
AUTOMOBILE LIABILITY						Deductible \$ 1,000	
<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$	
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
<input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$						PROPERTY DAMAGE (Per accident) \$	
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$	
<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$	
DED <input type="checkbox"/> RETENTION \$						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N <input type="checkbox"/>		N/A		E.L. EACH ACCIDENT \$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	

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

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 500, Event Type: Country Festivals and Fairs - No Rides. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER**CANCELLATION**

American Heroes Park City of Bellevue 1010 E Mission Ave Bellevue NE 68005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

American Heroes Park
City of Bellevue
1010 E Mission Ave
Bellevue, NE 68005

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. in the performance of your ongoing operations; or
- 2. in connection with your premises owned by or rented to you.

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or
- 2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



City of Bellevue
Parks Department
402-293-3122

APPLICATION FOR USE OF PARK SHELTER

Applicant Name: Tracey Colgrove The Light House Date: 7/11/25 Address: 119 W Mission Ave
City: Bellevue State: NE Zip: 68005 Cell Phone #: 402-850-5828 Email: management@thelh.org
Facility Requested: American Heroes Park Dates Requested: 8/14-8/17 Hours: 8/14-7 a.m.. to 8/17-1 p.m. Estimated Attendance: 500 plus_

Will Applicant be in attendance at all times: X Yes No

Briefly describe the activity for which facility is needed: Christian Music Festival

Shelters available for reserving:

American Heroes Park – 2202 Kramer Drive Stonecroft Park – 24th and Lynnwood Drive Everett Park – Betz Road and Wilshire Drive Sun Valley/Aspen Park – 52nd and Aspen Drive Faulkland Heights – 8700 South 48th Street Swanson Park – Cornhusker Rd. & S.P. Benson Dr. Golden Hills Park – 36th and Bline Avenue Thompson Park – 27th and Franklin Street Hastings Banner Park – 50th and Robin Drive Two Springs Park – 36th and Spring Blvd. Lakewood Villages – Timberridge Drive Washington Park – 20th Avenue & Franklin Street Looking Glass Park – 30th and Courtney Drive

*** REGULATIONS**

1. There shall be no alcoholic liquors or beverages brought to or consumed in the area.
2. There shall be no vehicles on grass.
3. Nothing shall be sold, distributed, exhibited, or displayed without City permission.
4. The applicant shall be held responsible for the preservation of order.
5. Use and operation of any equipment shall be limited to those people designated by the Parks Department.
6. Facilities used by the Applicant will be examined carefully after use. The Applicant agrees to pay to the City of Bellevue the cost of any loss or damage occurring during use. Proper clean-up of facilities will be the responsibility of the Applicant.
7. Cancellations of activities may be made by the Parks Department.
8. The right to revoke a permit at any time is reserved by the Parks Department.
9. This permit is not final until the application is returned and approved by the Parks Department.
10. The Applicant agrees to hold the City of Bellevue harmless for any and all liability of any kind, description or nature arising out of the use of the facility, and further agrees to indemnify the City of Bellevue for any damage to person or property arising out of such use.
11. The undersigned release (s) and discharge (s) the City of Bellevue, including all employees, from any injury and all damage of any kind or nature that may be occasioned while utilizing the facility.
12. The Applicant assures to the City of Bellevue the undersigned will comply with all requirements of the Equal Opportunity Program and the Americans Disabilities Act, including the requirement that no person shall, on the basis of sex, be excluded from participation or be denied benefits or otherwise be subjected to discrimination.
13. The Applicant will assume full responsibility for any loss or damage caused by any individual who is in any way associated with the activity being sponsored by the Applicant.

Date: 5/20/25 Facility Fee: Receipt #:

Applicant: Tracey Colgrove Approved by  City of Bellevue Parks Department

Shirley Harbin

From: Leanna Persinger
Sent: Wednesday, July 23, 2025 9:58 AM
To: Tracey Colgrove
Cc: Mark Blackburn; Shirley Harbin; Susan Kluthe; Jim Shada
Subject: RE: [EXT] Event Application for Light House
Attachments: 0838_001.pdf

Hi Tracey,

The event forms are sufficient but wanted to acknowledge your reserve and use of shelter at American Heroes Park during the event.

This in no way supersedes any other forms you have received.

Mark Blackburn 402.515.6636 can be reached pertaining to the map and set up. Mark may have some input about the locations marked.

Thank you,

Leanna Persinger
City of Bellevue | Park Secretary
402.293.3122
leanna.persinger@bellevue.net



From: Shirley Harbin <Shirley.Harbin@bellevue.net>
Sent: Tuesday, July 22, 2025 12:32 PM
To: Tracey Colgrove <thelighthouseoldetowne@gmail.com>
Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>; Leanna Persinger <leanna.persinger@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>
Subject: RE: [EXT] Event Application for Light House

Thank you .

Kind Regards,

Shirley R. Harbin
Deputy City Clerk
City of Bellevue

1500 Wall Street
Bellevue, NE 68005
Wk: (402) 293-3165
Fax: (402) 293-3068

From: Tracey Colgrove <thelighthouseoldetowne@gmail.com>
Sent: Monday, July 21, 2025 4:57 PM
To: Shirley Harbin <Shirley.Harbin@bellevue.net>
Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>; Leanna Persinger <leanna.persinger@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>
Subject: Re: [EXT] Event Application for Light House

Here you go please let me know if you have any questions. Thank you.

Map Title

ANDERSON'S
ADDITION

American Heroes Park

Jerry Ryan Pk
Truck

Large tent/Band

Parking
Small Tent

American Heros Park
Lake
Play area

Ave

1st St

Sarpy County 65

1000

2000

ft

Map Scale 1:153

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



Notes





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

APPLICATION FOR EVENT LICENSE

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

Organization Name: **The Light House** Date: **6/12/2025**

Contact Person Information for Organization:

Name: **Tracey Colgrove** Phone: **402-850-5828** Email: **management@theLH.org**

Address: **119 W Mission Ave** City: **Bellevue** State: **NE** Zip: **68005**

Event Information:

Event Name: **Unified**

Location of Event/Alternate Location:

American Hero's Park Dates of Event: **08/14-08/17/2025** Alternate Dates: **8/28-8/31/2025** same times

Hours of Event: **8/14 12 PM-6 PM setup tents, 8/15 2 PM-10 PM, 8/16 9 AM-10 PM, 8/17 9**

AM-6 PM tear down

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

1. Sanitary Facilities: **Will have 4 units on site**
2. Running Water: **Looking to have a clean water station**
3. Power: **We will have two diesel generators**
4. Parking: **TBD**

5. Insurance: **Event Liability Insurance**

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

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

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

Signature of Applicant: *Tracey Colgrove 7/11/25 TC*

Police Department Requests: Basic patrol of the area

Parks Department Requests: Parking in grass-connecting with Jim Shayda

Street Department Requests: Possible temporary stop/yield signs in front of cross walks near the playground for extra precaution especially for possibly out of town attendees. Possible temporary speed bump.

Special Request: We will put up two tents. 1 holds up to 350 persons, the other up to 1000. 60 x 90 and 40 x 60. We will have a free music venue for the community from local and regional Christian Music bands. We will also have local food vendors and pull from the list the city has provided. We have a trained team to put up the tent.

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on

_____. **City Council hearing date:**

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 5, 2025		SUBMITTED BY: Legal	
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 2025-15 to authorize the City of Bellevue's participation in the national opioid settlement with Purdue and the Sackler family

SYNOPSIS/BACKGROUND:

A new proposed settlement has been reached in pending opioid litigation against certain settling defendants, two of which are Purdue and the Sackler family. The City previously participated in settlements with other settling defendants, including Teva, Allergan, CVS, Walgreens, Walmart, and Kroger. These settling defendants entered into national opioid settlements in which it was alleged the settling defendants caused damages to states and localities through their manufacture, marketing, and distribution of addictive opioid drugs. Actual amounts to be received by the City depend on a number of factors, including the number of states and localities participating. Any funds received would be utilized only for eligible uses. Participation in the settlement would preclude the City from bringing its own opioid lawsuit against Purdue and the Sackler family.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign Resolution No. 2025-15

ATTACHMENTS:

- | | | |
|---------------------------|-------------------------|-------------------------|
| 1. Resolution No. 2025-15 | 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:

Janet Willis
[Signature]
[Signature]

RESOLUTION NO. 2025-15

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE,
NEBRASKA AUTHORIZING THE CITY OF BELLEVUE'S PARTICIPATION IN THE NEW
NATIONAL OPIOID SETTLEMENT WITH PURDUE AND THE SACKLER FAMILY.

WHEREAS, the State of Nebraska, along with many other states and subdivisions, has reached a final agreement with four companies to resolve legal claims against them for their role in the national opioid crisis; and

WHEREAS, one agreement is with manufacturer Purdue (and certain of its affiliates) and the Sackler family (collectively "Purdue and Sackler"); and

WHEREAS, the New National Opioids Settlement Implementation Administrator has advised the City of Bellevue that the City may register to participate in the settlement as a participating subdivision, in order to receive an, as of now, undetermined amount of money over one or more periods of time, to be utilized for certain, eligible uses related to opioid abuse abatement, as evidenced in Exhibit "A" attached hereto; and

WHEREAS, it is in the best interest of the City of Bellevue to participate in the settlements with the Purdue and Sackler.

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

ADOPTED this 5th day of August 2025.

Mayor Rusty Hike

ATTEST:

City Clerk

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bellevue city, NE
Reference Number: CL-1735325

TO LOCAL POLITICAL SUBDIVISIONS:

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

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Nebraska, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

Exhibit A

effective. If the Purdue Settlement does not move forward, that release will not become effective.

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

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

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

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

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

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or derek.bral@nebraska.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Bellevue city	State: NE
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



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

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



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

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
8/5/2025

COUNCIL MEETING DATE: 08/05/25		SUBMITTED BY: Chief Clary	
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:

Drug Recognition Expert (DRE) State Training Coordinator Contract

SYNOPSIS/BACKGROUND:

This is an annual submission of the DRE Training Coordinator Contract for Lt. Joe Milos to fill that role and be compensated by the State of Nebraska for those services. The only change to that contract from the previous year, is an updated hourly wage.

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:

I recommend signing the contract.

ATTACHMENTS:

1. <input type="text" value="DRE State Training Coordinator Contract"/>	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:

Daniel Willis

[Signature]

[Signature]

DRE State Training Coordinator

This Contract is between the Nebraska Department of Transportation Highway Safety Office (HSO) and the City of Bellevue, Bellevue Police Department and Lieutenant Joseph Milos. Collectively referred to as “the parties.”

The purpose of this Contract is to compensate reimbursement to the City of Bellevue in return for overtime wages paid to Lieutenant Milos for duties of DRE State Training Coordinator. Lt. Milos will be the DRE and SFST State Training Coordinator for the period from October 1, 2025, to September 30, 2026, and reimbursement for his overtime wages and expenses paid by the City of Bellevue will be reimbursed as follows:

1. Lt. Milos' hourly wages are \$59.23 hourly which wages are being paid by the Bellevue Police Department. This contract will pay up to 20 hours per month to carry out the below listed duties at \$88.85 an hour. During this contract period, wages may change due to updates in bargaining contracts at the city of Bellevue. Lt. Milos will continue to be paid up to 20 hours per month at the current overtime wage at the time the work is accomplished. Lt. Milos shall provide documentation of his hours worked as DRE State Training Coordinator to the HSO and the City of Bellevue shall be reimbursed for said fees within thirty (30) days of receipt of said documentation.
2. This Contract will also cover any travel expenses (mileage) associated with audits of SFST or A.R.I.D.E. classes and any additional expenses required and documented to carry out the duties outlined below.

The following are duties of the DRE State Training Coordinator:

- Certify New DRE Candidates
- Review all DRE Candidates Progress Logs
- Maintain DRE mailing and email listing
- Provide all new DREs with information regarding the DRE Tracking System
- Maintain and Assist Current DREs with DRE Tracking System
- Review all completed recertification documents to ensure the International Standards and Nebraska Enhanced Standards have been met
- Prepare and select DRE Instructors to assist expired DREs through the reinstatement process
- Provide pertinent drug trend articles to all Nebraska DREs as necessary
- Provide all curriculum changes and protocols to Nebraska DREs
- SFST State Coordinator Duties
- Distribute new curriculum and curriculum updates to all Nebraska SFST Instructors and all Training Academies.
- Attend Annual State Coordinators Meeting at the IACP/IDTS Conference
- Attend Regional State Coordinators Meeting
- Other DRE and SFST Training duties as assigned
- Prepare and coordinate annual DRE and DRE Instructor Class Training
- Report any DRE or SFST training or process issues to the Nebraska DRE Coordinator.
- Contribute all annual DRE and SFST data at the end of each calendar year to the Nebraska DRE Coordinator.

Term of Contract: This contract period is for twelve (12) months and shall begin October 1, 2025, and expire September 30th, 2026. Either party may terminate the Contract with thirty (30) days written notice to the other party.

Governing Law: This Contract shall be interpreted according to the law of the State of Nebraska, and any conflict arising under the Contract will be heard by a Nebraska court of competent jurisdiction.


Entire Agreement: This Contract constitutes the entire agreement between the parties as to the subject matter hereof and replaces all prior written and oral statements and understandings.

Signed-in agreement on the day below:

By: _____ Date _____
Ryley Egger, Administrator NDOT-HSO

CITY OF BELLEVUE, NEBRASKA

By: _____ Date _____
Rusty Hike, Bellevue Mayor

By:  _____ Date 7/28/25
Kenneth Clary, Bellevue Police Chief

By: _____ Date _____
Lieutenant Joseph W. Milos

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
8/5/2025

COUNCIL MEETING DATE: 7/1/2025		SUBMITTED BY: Jim Ristow	
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:

Three year agreement for Sarpy County IT services.

SYNOPSIS/BACKGROUND:

Our current IT agreement expires 9/30/2025 we will be moving to a hourly rate for services and creating service tickets in this agreement. This will help the city and county better understand where we are using their services and make adjustment to equipment or software that may be causing service calls because of the age of the equipment or configuration of the software if necessary.

FISCAL IMPACT: \$150,318 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:

RECOMMENDATION:

Approval of agreement

ATTACHMENTS:

1. Agreement	2. Ticket History	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:

Daniel Willis
Jesse [Signature]
Sam [Signature]

INTERLOCAL COOPERATION AGREEMENT

Interlocal Agreement for Public Safety Software Commencing October 1, 2025

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County") and City of Bellevue, located in Sarpy County, State of Nebraska (hereinafter "City"), pursuant to the authority granted to the parties under Neb. Rev. Stat. §13-801, *et seq.*

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilize the resources of the County's Technology Services Department and to fairly compensate the County for the expense of said services; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

- A. **Duties of County:** County shall, in consideration of the terms of this Agreement:
- a. Provide certain Public Safety Software to the City, as further outlined in the Statement of Works and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A."
 - b. Maintain Cyber Security Insurance in the amount of two million dollars (\$2,000,000), or maximum allowable amount by the County's carrier. In the event of a change in premium or coverage, the County will notify the City.
- B. **Duties of City:** City shall, in consideration of the terms of this Agreement:
- a. The Public Safety software rates shall be determined on May 1 of each year by dividing the total number of City's then fiscally authorized sworn law enforcement personnel by the total number of then fiscally authorized sworn law enforcement personnel of the City of Bellevue, City of Papillion, City of La Vista, and Sarpy County, as well as by actual usage of license and storage. Each fiscal year or the agreement, each agency shall provide the number of authorized sworn law enforcement personnel for budgeting purposes.
 - b. Payments shall be made to reimburse the County for payment for the City share.
 - c. Any hosted service costs will be billed quarterly.

- d. City will grant to County such access to City's facilities and network resources as needed for County to perform its duties as described herein.
- C. **Exclusion of Other Agreements:** The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.
- D. **Compliance with Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this Agreement.
- E. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.
- F. **Entire Agreement:** This instrument and its incorporated attachments contain the entire Agreement of the parties.
- G. **Term of Agreement:** This Agreement is effective from October 1, 2025, through September 30, 2028, but may be terminated by either party upon 120 days' notice. After such three-year period, the contract shall automatically renew for successive one-year periods unless terminated as otherwise provided. In the event that this Agreement is terminated prior to the end of its term, City shall be obligated to pay in full for the services described in subsection B above.
- H. **Amendments:** This Agreement states the complete understanding of the parties and may not be amended except by written agreement of the parties.
- I. **Notice:** Notice to parties shall be given in writing to the individuals shown below:
 - COUNTY: Ms. Deb Houghtaling
Sарy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046
 - CITY: Jim RISTOW
STEVE BETTS

- J. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and

authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.

- K. **Neither Party Agent for the Other**: Each party declares, represents, warrants, and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.
- L. **Residency Verification Clause**: Pursuant to Neb. Rev. Stat. §4-114 *et seq.*, each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authority by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United State Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- M. **Non-Discrimination**: Pursuant to Neb. Rev. Stat. §73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

[Remainder of this page intentionally left blank]

EXECUTED this _____ day of _____, 2025.

**CITY OF _____, NEBRASKA,
A Body Politic and Corporate.**

Mayor

**(SEAL)
ATTEST:**

City Clerk

**COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.**

Chairman, Board of Commissioners

**(SEAL)
ATTEST:**

Sarpy County Clerk

Attachment A

Sarpy County Technology Services Public Safety Software Statement of Work

Section I: Public Safety Software & Services

Public Safety Software is any software that is hosted by Sarpy County or any other agency to provide services to Public Safety Agencies.

The current (2025) list of items is as follows:

- Motorola P1 Records (Law Records Management System)
- Motorola PremierOne Mobile CAD
- Motorola Premier Mobile Data Computer (MDC)
- Absolute Secure Access (formerly NetMotion, connects mobile devices to Public Safety Systems)*
- Zero Trust Network Access Client Licensing (ZTNA)*
- Zoll Fire Records Management System
- ESO Electronic Health Record (EHR) and Patient Care Reporting (ePCR)
- Hosted Services to provide any of the above systems
- Hardware costs associated with any of the above systems
- Fiber Connectivity to Douglas County Emergency Communications

*Each Law/Fire Agency is responsible for purchasing new Client licenses for SecureAccess and ZTNA.

Section II: Cost Allocation

Public Safety Software costs will be allocated in one of the following three ways.

I. Based on Product Licenses Allocated to or Used by Each Agency

Costs are shared based on the number of licenses each agency uses.

- Absolute Secure Access
- Zero Trust Network Access Client Licensing (ZTNA)

II. Based on Percentage of Sworn Personnel

Costs are allocated based on each agency's share of total sworn personnel.

- Motorola P1 Records (Law Records Management System)
- Motorola PremierOne Mobile CAD
- Motorola Premier Mobile Data Computer (MDC)
- Fiber Connectivity to Douglas County Emergency Communications

Attachment A

III. Equal Cost Share Representative of Usage

Costs are equally divided between the agencies that use the system or service.

- Hosted Services to provide any of the above systems
- Hardware costs associated with any of the above systems
- Zoll Fire Records Management System
- ESO Electronic Health Record (EHR) and Patient Care Reporting (ePCR)

New systems or hosted service costs will be paid by the agency or by multiple agencies with an agreed upon cost allocation. The costs or cost allocation will be communicated to the Sarpy County Technology Services Department in writing so that it can be included in any budget considerations.

Section III: Budget / Expenditures

Sarpy County Technology Services will provide an annual budget for Public Safety Software. This budget will reflect any costs that are needed to maintain the systems listed in Section II and any other additional systems that have been approved.

The Budget for any Law Enforcement related costs, including any hosted services, and maintenance costs for connectivity (ex. SecureAccess) should be approved by the Law Records Management Governance Committee or via writing by each agency(s) Police Chief or designee.

The Budget for any Fire Agency should be approved/acknowledged via writing by each agency(s) Fire Chief or designee.

Section IV: Support

Sarpy County Technology Services will provide support for the systems and products listed in Section I via the I.T. Services Interlocal Agreement with each City. Support levels are defined in those interlocal agreements under Attachment A.

Attachment B

Public Safety Personnel and Software Counts

*As of June 2025

Agency Authorized Sworn Personnel		
Agency	Sworn	Agency %
Bellevue PD	114	35.63%
Papillion PD	49	15.31%
La Vista PD	47	14.69%
Sarpy County Sheriff	110	34.38%
Total	320	

Absolute SecureAccess Licenses		
Bellevue Fire	23	8.24%
Bellevue Police	121	43.37%
Papillion Fire	18	6.45%
Papillion Police	30	10.75%
La Vista Police	24	8.60%
Sarpy County	63	22.58%
TOTAL	279	

ZTNA Licenses		
Bellevue	170	34.00%
Papillion	60	12.00%
La Vista	70	14.00%
Sarpy County	200	40.00%
TOTAL	500	

Sarpy County Hosted Services Pricing (Monthly)		
Item	Unit	Cost
CPU (Processor)	Core	\$25.00
Memory	GB	\$3.00
Storage	GB	\$0.30
Bandwidth	Fiber	\$100.00
Backups	GB	\$0.25

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
8/5/2025

COUNCIL MEETING DATE: August 5, 2025		SUBMITTED BY: Public Works/Street Department	
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:

Signal repairs at the intersection of Harvell Dr & Chateau/Herman Dr

SYNOPSIS/BACKGROUND:

The Street Department is requesting approval for Commonwealth Electric to perform signal work needed in conjunction with replacing detection and boring new conduit. The boring work is needed as the current in-ground lines are broken and collapsed in several locations. New lines cannot be run presently. The second portion of the work will involve running lines and installing pedestrian push buttons to MUTCD standards as the CDBG sidewalk and ramp work at Harvell and Herman/Chateau is completed.

FISCAL IMPACT: \$71,475.96 BUDGETED FUNDS?: N GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: N 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: 6363.15 ACCOUNT NUMBER: 6363 - Signal Maintenance

RECOMMENDATION:

The department is recommending approval and authorization for Commonwealth Electric to complete quoted work.

ATTACHMENTS:

- Harvell Dr & Herman Dr Rev1
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



Commonwealth Electric Company of the Midwest

4225 South 89th Street | Omaha, NE 68127 | (402) 331-1414

7/28/2025

Quote 250724

Roger Witkovski
City of Bellevue

RE: Harvell Dr & Herman Dr

Dear Roger,

We are pleased to submit for your consideration our proposal for furnishing and installing electrical work for the above referenced project per your conversations with Mike Daly. It is our intention in submitting this scope letter to have a complete electrical package. We do, however, make the following clarifications as to what our present bid entails.

Inclusions:

- Boring new conduit
- Trenching new conduit
- Install 7, PP-4 pedestrian poles and pedestrian pushbuttons provided by Commonwealth
- Install 4, PB-1 pull boxes provided by Commonwealth
- Pull new cable
- Install cabinet and radar
- Cabinet and radar provided by City of Bellevue

This proposal will remain valid for a period of thirty (30) days from the date of this document, at which point we reserve the right to reassess for possible adjustment in pricing. This cost can be broken down as follows:

Labor	\$ 35,683.92
Materials	\$ 29,577.00
Equipment	\$ 6,215.04
Total	\$ 71,475.96

We appreciate your time in consideration of our proposal on this project. Please do not hesitate to contact us should you have any questions or concerns.

Sincerely,

Isaiah Edson

Isaiah Edson
Project Manager
COMMONWEALTH ELECTRIC COMPANY of the MIDWEST
402-949-0747
iedson@commonwealthelectric.com

Committed to Excellence | Customers, Employees, Character, Mastery

Columbus | Des Moines | Grand Island | Kearney | Lincoln | Omaha | Phoenix | Tucson

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
8/5/2025

COUNCIL MEETING DATE: August 5, 2025		SUBMITTED BY: Dave Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 250114 WW25(8) Landings Lift Station Upgrades - Amendment 1

SYNOPSIS/BACKGROUND:

HDR Amendment 1 is to provide additional professional engineering services for the design of the lift station to be located northeast of the intersection of Landings Drive and 36th Street and the re-alignment of the forcemain to extend to the east to the existing interceptor sewer. The services include: additional design; topographic survey; geotechnical survey; and USACoE permitting.

FISCAL IMPACT: \$61,820.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW 250114 WW25(8) Landings Lift Station Upgrades

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250114 WW25(8) Landings Lift Station Upgrades

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

CIP PROJECT NAME: WW25(8) CIP PROJECT NAME: Landings Lift Station Upgrades

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

ACCOUNTING DISTRIBUTION CODE: WW-20-74LCS ACCOUNT NUMBER: 7000

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Amendment 1 with the City of Bellevue and HDR in the amount not to exceed \$61,820.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

AMENDMENT NO. ONE TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on June 3, 2025 to perform engineering services for City of Bellevue, Nebraska ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Service: HDR will provide Services for the Project as outlined in the attached Exhibit A.

Section V Compensation shall be amended to increase the not to exceed amount by \$61,820.00 to \$241,620.00

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF BELLEVUE, NEBRASKA ("OWNER")

By: Ann Williams

By: _____

Title: Senior Vice President

Title: Mayor

Date: 07/25/2025

Date: _____

EXHIBIT A

AMENDMENT ONE SCOPE OF WORK – USACE PERMITTING AND AUTHORIZATIONS

PART 1.0 PROJECT DESCRIPTION:

The OWNER is proceeding with the final design of the proposed replacement of the Landings gravity sewer, lift station, and force main. The replacement is necessary to meet increased development within the area served by the existing system.

The receiving interceptor sewer is located on the creek side of the Big Papio Levee System and the existing force main sewer was installed through the levee. The proposed lift station will be located outside of the levee critical zone and the new force main will be routed to an interceptor sewer upstream of the levee to avoid crossing the levee. The existing gravity sewer, lift station, and force main will be abandoned in place.

The abandonment of the existing lift station and force main will be required to meet USACE requirements stipulated in Engineering Manual (EM) 1110-2-2902 dated December 31, 2020. The existing lift station and portion of the gravity sewer are located within the levee critical zone on the landside of the levee.

Amendment One addresses the preparation of the request for a Section 408 permission for the abandonment of the existing gravity sewer, lift station, and force main; additional topographic survey for the revised alignment; and the additional geotechnical investigation for the revised alignment.

Items of Work

1. Section 408 Request for the abandonment of the gravity sanitary sewer, lift station, and force main within the levee critical zone.
2. Floodplain evaluation for the lift station.
3. Coordination with the City of Bellevue (OWNER).
4. Coordination with Papio-Missouri River Natural Resources District (P-MRNRD) and USACE.
5. Participation in conference calls.
6. Additional topographic survey and easement preparation.
7. Additional geotechnical investigations.

Key Understandings

1. All meetings will be held in the Bellevue vicinity or virtually.
2. The proposed improvements will not result in a change in the levee alignment.
3. A USACE Section 408 permission will not be required for the new gravity sewer, lift station, and force main.
4. All draft permit applications and authorization requests will be submitted to the levee sponsor, the P-MRNRD, for review and approval. The USACE Section 408

Request will only be made after authorization and/or statement of no objection is received from the P-MRNRD.

7. The scope of work does not include construction phase services, construction staking, or construction documentation for the development of the amendment to the levee operation and maintenance manual, including test reports, documentation of construction submittals, pre and post levee survey, and record drawings.
8. The scope of work does not include preparation of a funding agreement to address the USACE reviews.

TASK SERIES 200 – DATA GATHERING

Objective: Complete additional topographic survey and preparation of the easement exhibits for the revised force main route.

Activities

230 – Topographic Survey

- Perform topographic survey, 50 FT wide, centered on the proposed force main alignment.
- Perform boundary work to establish property/right-of-way lines for easement exhibit preparation.
- Prepare two permanent easement descriptions.
- Prepare one temporary easement description.

TASK SERIES 500 – USACE PERMITTING AND AUTHORIZATIONS

Objective: Complete Pre-Submittal coordination and development of the Section 408 Request for the proposed abandonments.

Activities

510 – Prepare Section 408 Request

- Coordinate with the design team on submittal requirements.
- Prepare draft Section 408 Request
 - Prepare geotechnical considerations memorandum for inclusion in the Section 408 request.
 - Review and edit plan sheets and special provisions (as needed) to mitigate impacts to the existing levee from the planned abandonment.
 - Address design, construction and post-construction requirements of completed abandonment of the existing gravity sewer, lift station, and force main based on EM 1110-2-2902.
 - Address Section 11988 Floodplain Management compliance.
- Submit draft Section 408 Request to P-MRNRD (Sponsor) for review.
- Attend one Pre-Request review meeting.
- Revise submittal to incorporate review comments.

- Prepare and submit one electronic USACE package.
- Review and address comments received from USACE.
- Coordinate the response to comments with the levee Sponsor.

Assumptions:

1. It is assumed that abandonment of the gravity sewer, lift station, and force main will consist of filling the pipes and structures with flowable fill and removing the top 3 feet of structures in the levee critical area. If USACE or P-MRNRD require complete removal of any structure or pipe an amendment for additional services will be required.
2. The Section 408 Request will adhere to the requirements stipulated in the September 2018 USACE Engineering Circular (EC) 1165-2-220 governing the Section 408 process for alterations to civil works structures.
3. One individual Section 408 Request will be submitted for review.
4. Proposed design will be reviewed for levee safety impacts as well as the Sponsor's ability to operate and maintain as part of the Section 408 request.
5. It is assumed that the draft Section 408 submittal will be provided electronically to OWNER and P-MRNRD to review. Upon incorporation of comments, the P-MRNRD will package the Statement of No Objection with the Section 408 Submittal and transmit to USACE.
6. It is assumed that the submittal to USACE will be made at the 60% design submittal stage. It is assumed that one set of comments will be received. Comments will be delivered through email. Comments will be exported to excel format and responses will be coordinated internally in excel format. These responses will be coordinated with the Sponsor prior to submitting responses with revised documents, if necessary, to P-MRNRD and USACE.
7. It is assumed that the Section 408 Request will not require Division or Risk Management Center (RMC) review or approval. Should USACE require Division or RMC review, additional services may be required.
8. USACE approved Engineering and Construction Bulletin (ECB) Number 2022-7 Interim Approach for Risk-Informed Designs for Dam and Levee Projects, effective on October 20, 2022. It is assumed that a pre-request meeting with USACE will occur prior to completion and submittal of the Section 408 request. The potential impacts of this ECB policy will be discussed at that time. Currently there is no time allotted for incorporating risk-informed decision making into the design. Should this become a requirement, an amendment for additional services will be required.
9. USACE recently published EC 1165-2-218 *USACE Levee Safety Program*. This EC modifies aspects of the levee safety program, which will be a review element of the Section 408 authorization process. This EC includes provisions for both failure mode and risk analyses or assessments along levee systems. At this time, there is no clear guidance on how this will impact specific proponent-driven Section 408 submittals. It is assumed that failure mode and risk analyses or assessments will not be required for the Section 408 authorization request. Should this become a requirement before the submittal date, an amendment for additional services will be required.

10. USACE is in the process of updating Engineering Manual (EM) 1110-2-1913 Design and Construction of Levees. It is anticipated that this revised guidance will become effective later in 2025. This revised EM will implement risk informed design concepts. It is assumed that this project will not conduct risk informed design as part of the project. If this EM becomes effective prior to USACE review of the Section 408 request and USACE Omaha District starts requiring risk informed design, an amendment for additional services will be required.
11. USACE is currently working on a Section 408 rulemaking process. It is anticipated that the rulemaking will largely be similar to the current EC. At this time, it is not expected that the rulemaking will become effective during the authorization process phase of this project. If the rulemaking does become effective an Amendment for Additional Services may be required.
12. Approval of the Section 408 request could take 6 to 9 months. This timeline could be impacted by Section 408 program funding or the availability of personnel within USACE to review due to flood or temporary deployment.
13. The scope of work does not include USACE requirements, terms, or conditions included in the Section 408 permission.
14. A City of Bellevue floodplain permit application and accompanying technical memorandum will be prepared to address floodplain management compliance. A FEMA FIS data request will be submitted for Big Papillion Creek. It is assumed that the effective hydraulic model will be available in HEC-RAS format and will be fully functional. It is assumed that hydraulic impacts associated with the proposed project will be limited to minor, permissible changes in the Big Papillion Creek floodway fringe. No hydraulic modeling of Big Elk Creek is included. A FEMA map revision is not included.

PART 3.0 AUTHORIZATION

OWNER will provide written authorization for the work. Work will not proceed without authorization.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

- Review of submittals.
- Payment of all permit fees.

PART 5.0 PERIODS OF SERVICE:

Final Design and Bidding
Notice to Proceed

August 6, 2025

60 Percent submittal
95 Percent submittal
NDEE/USACE submittals
Notice to Bidders
Construction

September 12, 2025
October 24, 2025
November 14, 2025
December 2, 2025
March - September 2026



Sarpy County, Nebraska Sarpy County, NE



Map Scale 1: 4514

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



EXHIBIT C

CITY OF BELLEVUE - LANDINGS AMENDMENT NO. 1 PERMITS

Estimated Man-hours and Fee Summary

July 23, 2025

ESTIMATED MANHOURS SUMMARY

TASK SERIES	PM	CONTROLLER	CIVIL ENGINEER	SR. SECTION 408	SECTION 408	SECTION 408	SR. GEOTECH ENGINEER	GEOTECH ENGINEER	GEOTECH ENGINEER	FLOODPLAIN	FLOOD MODELING	TOTAL
	KOENIG	COLEMAN	SCHMOEKER	TWERDOCHLIB	WOODWARD	M. SELLIN	HAVENS	KUMM	J. SELLIN	OMER	REMUS	
Task 200 - Data Gathering												
230 Topographic Survey and Easement Exhibits												0
Subtotal Task 200	0	0	0	0	0	0	0	0	0	0	0	0
Task 500 - USACE Permitting												
510 Prepare Section 408 Request	8	2		8	18	50	4	24	50	52	80	296
Subtotal Task 500	8	2	0	8	18	50	4	24	50	52	80	296
TOTAL	8	2	0	8	18	50	4	24	50	52	80	296

DIRECT LABOR RATES

	PM	CONTROLLER	CIVIL ENGINEER	SR. SECTION 408	SECTION 408	SECTION 408	SR. GEOTECH ENGINEER	GEOTECH ENGINEER	GEOTECH ENGINEER	FLOODPLAIN	FLOOD MODELING	TOTAL
	KOENIG	COLEMAN	SCHMOEKER	TWERDOCHLIB	WOODWARD	M. SELLIN	HAVENS	KUMM	J. SELLIN	OMER	REMUS	
2025	\$96.93	\$47.11	\$76.77	\$87.06	\$71.33	\$46.90	\$84.81	\$62.92	\$43.39	\$84.30	\$41.79	
Task 200 - Data Gathering												
230 Topographic Survey and Easement Exhibits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Task 200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 500 - USACE Permitting												
510 Prepare Section 408 Request	\$775.44	\$94.22	\$0.00	\$696.48	\$1,283.94	\$2,345.00	\$339.24	\$1,510.08	\$2,169.50	\$4,383.60	\$3,343.20	\$16,940.70
Subtotal Task 500	\$775.44	\$94.22	\$0.00	\$696.48	\$1,283.94	\$2,345.00	\$339.24	\$1,510.08	\$2,169.50	\$4,383.60	\$3,343.20	\$16,940.70
TOTALS	\$775.44	\$94.22	\$0.00	\$696.48	\$1,283.94	\$2,345.00	\$339.24	\$1,510.08	\$2,169.50	\$4,383.60	\$3,343.20	\$16,940.70

DIRECT COSTS					
Task Series	Travel Expenses	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 200 - Data Gathering	Milcage				
230 Topographic Survey and Easement Exhibits					\$0.00
Task 500 - USACE Permitting					
510 Perpare Section 408 Request	\$70.00	\$19.00		\$400.00	\$489.00
		\$19.00	\$0.00	\$400.00	\$489.00

\$489.00

FEE SUMMARY					
Task Series	Total Hours	Total Labor	Direct Costs	Subconsultants	Total
Task 200 - Data Gathering					
230 Topographic Survey and Easement Exhibits	0	\$0.00	\$0.00	\$7,460.00	\$7,460.00
Task 500 - USACE Permitting					
510 Perpare Section 408 Request	296	\$53,871.43	\$489.00		\$54,360.43
TOTAL	296	\$53,871.43	\$489.00	\$7,460.00	\$61,820.43

JEO

TOTAL:

\$ 61,820

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
8/5/2025

COUNCIL MEETING DATE: August 5, 2025		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 250702 - 2025 -2026 City of Bellevue Bi-Annual Bridge Inspections

SYNOPSIS/BACKGROUND:

HGM Associates, Inc. will perform a routine inspection for 39- City bridge structure and provide a written inspection report. The Nebraska Department of Transportation (NDOT) requires the bridge structures to be inspected Bi-Annually. HGM Associates, Inc. will provide a copy of the written inspection report to the NDOT.

FISCAL IMPACT: \$41,900 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HGM Associates, Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: 2025-2026 City of Bellevue Bridge Inspections

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 2025-2026 City of Bellevue Bridge Inspections

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: 15-STREET ACCOUNT NUMBER: 6399

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates, Inc. in an amount not to exceed \$ 41,900 for the 2025-2026 City of Bellevue Bridge Inspections.

ATTACHMENTS:

1. Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



July 15, 2025

Mr. David Goedeken, P.E.
Public Works Director
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

Subject: 2025-2026 City of Bellevue Bridge Inspection
39 Structures
HGM Proposal No. 000725-109

Dear David:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including the inspection of 39 bridges. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization. A list of bridges owned by the City of Bellevue is attached as Exhibit C.

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$41,900. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. David Goedecken, P.E.

July 15, 2025

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all inspection work can then be completed by October 2025 and October 2026 in accordance with NBIS requirements. Final inspection reports will be completed by December 31, 2025 and December 31, 2026. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to the start of our work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Structural Project Manager

Acceptance of Proposal:
CITY OF BELLEVUE - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated July 15, 2025, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (HGM) (CONSULTANT).

Subject: 2025-2026 City of Bellevue Bridge Inspection
39 Structures
HGM Proposal No. 000725-109

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

ROADWAY BRIDGES

1) Routine Inspections

- a) CONSULTANT will perform a Routine Inspection using personnel that are qualified as Team Leaders in accordance with CFR Section 650 Subpart C. Photographs will be taken of the roadway and general elevation views of the structure in addition to detail photos of deficiencies that are found. We will perform the underwater inspection of these structures whenever possible by conventional methods (sounding, probing, or use of chest waders). Use of divers is not included in this proposal.
- b) CONSULTANT will provide an inspection report for each bridge consisting of the following items to be placed in the CLIENT'S permanent file:
 - i) Routine Inspection Field Report which includes a written summary of the BrM inspection data, current data regarding bridge deficiencies, structural conditions of bridge members including section loss estimates, effectiveness of past repairs, and channel and scour conditions noted in the field.
 - ii) Photograph Sheets that include captions dictated on site.
 - iii) Current SIA Form showing the data included in the BrM database.
 - iv) Recommended Maintenance Items Checklist showing the deficient items that should be corrected as part of the routine bridge maintenance program.
 - v) Critical Findings Report will be included if a deficiency is found that requires immediate follow up or action.
 - vi) BrM Data will be entered into the NDOT database by the CONSULTANT.
- c) 11 routine inspections will be conducted in October 2025, 8 will be conducted in October 2026

2) Element Level Inspections

- a) 12 bridges require element level field inspection and reporting due to their location on designated National Highway System roadways. These bridges will be inspected in accordance with the NDOT Bridge Inspection Program (BIP) Manual requirements for element level inspections and reporting in BrM.

3) Initial Inspections

- a) The culvert at the intersection of Ft. Crook Road and Fairview Road was not added to the inventory when it was built. This culvert will have an initial inspection and the documentation will be completed and submitted to NDOT to add it to the inventory.

4) Pedestrian Bridge Inspections

- a) Seven pedestrian bridges will be added to the inventory with initial inspections in October 2025. They will be placed on a 24 month inspection cycle for future inspections. They will not be included in the BrM database but will be tracked separately on the City Bridge Inventory Spreadsheet.
- b) A written report will document the condition of the deck, superstructure, substructure and channel similar to the NBIS condition assessments. Photos will be included with each written report. Maintenance recommendations will also be included in the report narrative.

5) Special Inspections

- a) The NB Fort Crook Road bridge requires a special inspection to be conducted annually due to the poor condition of the structure. CONSULTANT will perform the special inspection in October 2025 and the biennial routine inspection in October 2026.

6) SNBI Updates to the BrM Bridge Data

- a) NDOT will be transition the BrM database to comply with the new SNBI data collection requirements sometime in the next 12 months. It is currently unknown what effort that transition will require, consequently it is not included in this scope of services.
- b) HGM is estimating approximately \$13,600 in engineering effort to complete the data transition based on experience with several hundred bridges completed for clients in Iowa that have already made that transition.

Summary of Inspections to be Completed

	October 2025	October 2026
Routine Inspections	10	8
Element Level Inspections	6	5
Initial Inspections	1	
Ped Bridge Inspections	7	1
Total Inspections	24	14
Annual Cost	\$25,000	\$16,900

Client Responsibilities

- 1. None.

This Addendum is made this 15th day of July 2025, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 14th day of July 2025.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contract agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: July 15, 2025.

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

Signature

By: 
Name: Stephen W. Moffitt
Title: Vice President

Name

Title

ATTEST:

City Clerk

Bridge ID	Location	Feature Intersected	Inspection Date	Next Insp Date BrM	Insp Freq	Next Insp Date	Special Insp	sub	abut	pier	pile	NBI or Elem	Comments
U023031235	SHILLING DR @ FT CROOK RD	UP/BNSF RR 433-019-N	10/13/2021	10/13/2023	24	10/1/2023	N	0	0	0	0	NBI Only	Bridge closed, remove from inventory (Timber Bridge)
U023000620P	HARVEL DR @ KAYLEEN DR	STREAM	10/16/2023	10/16/2025	24	10/1/2025	N	N	N	N	N	Elem/NBI	
U023001620	.3W BELLEVUE	UP/BNSF RR 433-023-D	10/23/2023	10/23/2025	24	10/1/2025	N	7	8	8	N	Elem/NBI	
U023001654	FT CROOK RD/N370 INTRCHG	FT CROOK RD/FAU 5145	10/20/2023	10/20/2025	24	10/1/2025	N	6	7	N	N	Elem/NBI	
U023001670	JCT US75/N370 .2E	STREAM	10/23/2023	10/23/2025	24	10/1/2025	N	N	N	N	N	Elem/NBI	
U023004324P	.25S Capehart Interchg	UP/BNSF/Papio	1/23/2025	11/15/2027	24	10/1/2025	N	2	7	5	N	Elem/NBI	SB Bridge. Bridge is currently closed.
U023004325P	.25S Capehart Interchg	UP/BNSF/Papio 433-017-A	1/23/2025	11/11/2026	12	10/1/2025	Y	5	7	5	N	Elem/NBI	NB Bridge. Special in October 2025
C007704320	Ft Crook Rd @ Fairview Rd			10/1/2025	24	10/1/2025	N					Initial NBI Inspection	Add to inventory. Needs an initial inspection.
U023000210P	Camp Brewster @ Ft Crook	Mud Creek	10/16/2023	10/16/2025	24	10/1/2025	N	N	N	N	N	NBI Only	
U023000815P	.5NW CAPEHART	STREAM	10/24/2023	10/24/2025	24	10/1/2025	N	N	N	N	N	NBI Only	
U023001205P	CAPEHART RD @ KENNEDY EXP	BIG PAPIILLION CREEK	10/24/2023	10/24/2025	24	10/1/2025	N	6	6	6	N	NBI Only	
U023004103P	.2S CAPEHART	STREAM	10/24/2023	10/24/2025	24	10/1/2025	N	N	N	N	N	NBI Only	
U023004105P	IN CAPEHART	BIG PAPIILLION CREEK	2/19/2024	2/19/2026	24	10/1/2025	N	5	5	6	N	NBI Only	
U023026910	Hyda Hills Park N Entrance	Papillion Creek Trib	8/15/2023	8/23/2025	24	10/1/2025	N	N	N	N	N	NBI Only	Due in Aug 25, Inspect in October 2025
U023026915	Hyda Hills S 19th St	Papillion Creek Trib	8/15/2023	8/15/2025	24	10/1/2025	N	6	6	N	7	NBI Only	Due in Aug 25, Inspect in October 2025
U0230A0810	GALVIN @ HANSEN	PEDESTRIAN OVERPASS	10/16/2023	10/16/2025	24	10/1/2025	N	N	N	N	N	NBI Only	
U0230C4310	500' S Jct Avery/Ft Crook	Mud Creek	10/16/2023	10/16/2025	24	10/1/2025	N	6	6	N	6	NBI Only	

Bridge ID	Location	Feature Intersected	Inspection Date	Next Insp Date BrM	Insp Freq	Next Insp Date	Special Insp	sub	abut	pier	pile	NBI or Elem	Comments
U0230F4305	BETZ RD @ N370	STREAM	10/20/2023	10/20/2025	24	10/1/2025	N	N	N	N	N	NBI Only	
Ped Bridge	Jerry Gilbert Park			11/1/2025	24	10/1/2025	N					Ped	Initial inspection required in 2025.
Ped Bridge	Blackhawk Park 1			11/1/2025	24	10/1/2025	N					Ped	Initial inspection required in 2025.
Ped Bridge	Blackhawk Park 2			11/1/2025	24	10/1/2025	N					Ped	Initial inspection required in 2025.
Ped Bridge	Blackhawk Park 3			11/1/2025	24	10/1/2025	N					Ped	Initial inspection required in 2025.
Ped Bridge	Oakhurst Park 1			11/1/2025	24	10/1/2025	N					Ped	Initial inspection required in 2025.
Ped Bridge	Daniel Trail 1			11/1/2025	24	10/1/2025	N					Ped	Initial inspection required in 2025.
Ped Bridge	Daniel Trail 2			11/1/2025	24	10/1/2025	N					Ped	Initial inspection required in 2025.
U023000615P	CRNHSKER RD @ FT CROOK RD	UP/BN/MUD CR 817-409-P	10/24/2024	10/24/2026	24	10/1/2026	N	5	5	6	6	Elem/NBI	
U023004330P	CAPEHART RD INTRCHG	FT CROOK RD/FAU 5145	11/11/2024	11/11/2026	24	10/1/2026	N	7	8	N	9	Elem/NBI	
U0230B4335	JCT N370/FT CROOK RD .2S	STREAM	10/25/2024	10/25/2026	24	10/1/2026	N	N	N	N	N	Elem/NBI	
U0230B4340	Jct N370/Ft Crook Rd .1S	Betz Ditch	10/25/2024	10/25/2026	24	10/1/2026	N	N	N	N	N	Elem/NBI	
U0230B4355	FTCROOK 150' S PEOPLES RD	MUD CREEK	10/24/2024	10/24/2026	24	10/1/2026	N	N	N	N	N	Elem/NBI	
TBD	Englewood Dr. 200' E of Betz Rd		12/3/2024	10/1/2025	24	10/1/2026	N					NBI Only	Add to inventory. Inspection completed in 2024. NDOT required documents are in 2024 inspection file.
TBD	Twin Ridge Dr. 200' E of Betz Rd		12/3/2024	10/1/2025	24	10/1/2026	N					NBI Only	Add to inventory. Inspection completed in 2024. NDOT required documents are in 2024 inspection file.
U023000410P	KASPER ST @ FT CROOK RD	MUD CREEK	10/23/2024	10/23/2026	24	10/1/2026	N	N	N	N	N	NBI Only	
U023001210P	JCT US73/S-77C .2N .2W	UP/BNSF RR 433-018-G	10/24/2024	10/24/2026	24	10/1/2026	N	8	8	8	N	NBI Only	

Bridge ID	Location	Feature Intersected	Inspection Date	Next Insp Date BrM	Insp Freq	Next Insp Date	Special Insp	sub	abut	pier	pile	NBI or Elem	Comments
U023003905	2W OF BELLEVUE	PAPILLION CREEK	10/24/2024	10/24/2026	24	10/1/2026	N	6	5	6	N	NBI Only	
U023010815P	.5W .7N CAPEHART	STREAM	10/24/2024	10/24/2026	24	10/1/2026	N	7	7	N	N	NBI Only	
U0230C4305	PEOPLES RD @ FT CROOK RD	MUD CREEK	10/23/2024	10/23/2026	24	10/1/2026	N	5	5	N	5	NBI Only	
U0230C4315	150' S Jct Avery/Ft C	Mud Creek	10/23/2024	10/23/2026	24	10/1/2026	N	4	4	N	N	NBI Only	
Ped Bridge	Everett Park Pedestrian Bridge		12/3/2024	11/1/2025	24	10/1/2026	N					Ped	Initial inspection completed in 2024.
U023001890	IN BELLEVUE	BNSF RR 073-058-J	10/19/2023	10/19/2025	48	10/1/2027	N	7	9	9	N	Elem/NBI	48 Month Inspection.

⁵ This is an exhibit attached to and made part of the letter agreement dated July 15, 2025, between: CITY OF BELLEVUE, PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Residency Verification Clause: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Rev 130722

ADDENDUM

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
8/5/2025

COUNCIL MEETING DATE: August 5, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 250701 CIPST(08) M1465(384) HWY 370 Signal Beacons & Crosswalk Study

SYNOPSIS/BACKGROUND:

Schemmer will provide engineering services for the feasibility study to identify locations of advanced warning signal beacons to include feasible locations of pedestrian crosswalks along the HWY 370 corridor from HWY 75 west to 48th St.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="Schemmer"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text" value="HWY 370 Signal Beacons & Crosswalk Study"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="CIPST(08) M1465(384) HWY 370 Signal Beacons & Crosswalk Study"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text" value="M146(384) HWY2370: Arboretum to 48th St"/>	CIP PROJECT NUMBER: <input type="text" value="ST(08)"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="15-Streets"/>	ACCOUNT NUMBER: <input type="text" value="6363"/>	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Schemmer in the amount of \$38,956.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

(Handwritten signatures in blue ink)



Design with Purpose. Build with Confidence.

July 22, 2025

Mr. John Krager
Public Works
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

Re: Engineering Services Proposal for City of Bellevue, NE
Highway 370 Advanced Signal Warning Beacons and Crosswalk Phase 1
Bellevue, NE
Schemmer Project No. 010584.001

Dear Mr. Krager:


The Schemmer Associates Inc. (SCHEMMER) proposes to render professional engineering services to the City of Bellevue, NE (City) per the defined scope (Exhibit A) and negotiated fee on a lump sum basis. These services will include serving as City’s professional engineering representative for the identified project, providing professional engineering consultation and advice and furnishing customary engineering services incidental thereto.

The City shall compensate SCHEMMER for all services authorized under this agreement. Schemmer will provide these basic services on a lump sum basis in the amount of \$38,956.00. Additional Services will be charged on an hourly basis upon written authorization by the City in accordance with our standard hourly rate schedule.

If the foregoing and attached General Conditions are acceptable, please indicate your acceptance by signing and returning one copy of this proposal. We will consider the signed proposal an Agreement between the City of Bellevue and The Schemmer Associates Inc. for the services described herein.

Sincerely,

THE SCHEMMER ASSOCIATES INC.


Doug Holle, P.E.
Executive Vice President
Principal

ACCEPTED:
City of Bellevue

BY: _____
TITLE: Mayor

DATE: _____

Attachment (General Conditions, Scope of Services, Location Map, Hours & Fee)

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including, but not limited to, drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are Instruments of Service in respect to the project identified in the Agreement. They are not intended or represented to be suitable for use on extensions of this project or on any other project for any purpose without the specific written permission of The Schemmer Associates Inc., which may be withheld in The Schemmer Associates Inc.'s sole discretion. The Schemmer Associates Inc. may, in its sole discretion, condition permission on payment of additional compensation to The Schemmer Associates Inc. Any use without permission shall be at the user's sole risk and without liability to The Schemmer Associates Inc. Client agrees that it will indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due. If, after a period of suspension, the project is restarted, The Schemmer Associates Inc. shall be entitled to payment for any increased costs it incurs as a result of the suspension.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid for services performed prior to termination, including reimbursable expenses.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other, which consent may be withheld in the sole discretion of the non-assigning party.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the unpaid amount shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%) from the date of billing.
7. **DELINQUENT PAYMENTS.** If any payment due hereunder remains unpaid for a period of sixty (60) days after invoice, The Schemmer Associates Inc. may, in its sole discretion, cease providing services and not resume providing services until all amounts owing have been paid in full. Cessation of service for nonpayment shall not constitute breach by The Schemmer Associates Inc. of this agreement, or an election of remedies, and Client shall fully indemnify The Schemmer Associates Inc. for any liability or damages caused thereby. All mechanics lien rights available to The Schemmer Associates Inc. may be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be due as a result of the work performed by The Schemmer Associates Inc. shall be invoiced to Client as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Client shall indemnify and hold The Schemmer Associates Inc. harmless from and against all claims arising out of or related in any way to hazardous materials.
10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** Client understands and agrees that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this agreement in any way except by a writing, expressly varying the terms of this Agreement.
11. **INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.** The Schemmer Associates Inc. agrees that it shall not knowingly take any action which shall cause loss of The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.
12. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees that The Schemmer Associates Inc.'s liability to Client for damages arising out of or in any way related to its work in connection with the project or any error or deficiency in the Instruments of Service for the project, whether arising in

GENERAL CONDITIONS

contract, tort or otherwise, including, but not limited to, claims for indemnity or contribution shall be limited to the sum of \$50,000 or the amount paid to The Schemmer Associates Inc. as fees under this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

13. **COMPUTER AIDED DESIGN/DRAFTING (CADD).** CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.

13.1 Electronic files will be submitted to the Client for a 30-day acceptance period ("the Acceptance Period"). During this period, the Client may review and examine the files. Any errors discovered during the Acceptance Period will be corrected by The Schemmer Associates Inc. at no additional cost to Client. Any work associated with errors discovered or changes requested after the Acceptance Period will be considered additional services and will be performed on a time and materials basis, at The Schemmer Associates Inc.'s customary charge for the work requested. The Schemmer Associates Inc. will not maintain copies of the electronic files beyond the end of the Acceptance Period.

13.2 Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., Client agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after the end of the Acceptance Period. Client agrees that it will indemnify and save harmless The Schemmer Associates Inc. from any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output generated from them. Upon the expiration of the Acceptance Period, The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that are submitted by it to Client. "Accuracy" as used in this paragraph is defined as meeting the care and skill ordinarily used by members of the professional practicing under similar conditions at the same time and in the same locality.

13.3 The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates Inc. reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.

13.4 Any use or reuse of electronic files by the Owner or others without written authorization from The Schemmer Associates Inc. for the specific purpose

intended will be at the Owner's risk. The Schemmer Associates Inc. may refuse authorization in its sole discretion or condition authorization on CADD adaptation by The Schemmer Associates Inc. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of the agreement for the project. Owner will, to the fullest extent permitted by law, defend, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from use or reuse of electronic files without written authorization from The Schemmer Associates Inc.

14. **LIMITATION OF WARRANTY.** The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.

15. **WAIVER OF CONSEQUENTIAL DAMAGES.** The Schemmer Associates Inc. and the Client waive all consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement

16. **STANDARD OF CARE.** The Schemmer Associates Inc. shall perform its services consistent with the professional skill and care ordinarily provided by others practicing in the same or similar locality under the same or similar circumstances.

17. **GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.

18. **CONSTRUCTION STAKING.** In the case that construction staking services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Construction Staking shall be considered a part of this document.

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 11, 2025.

Owner's Engineer's Services

ARTICLE A.1 – BASIC SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

CITY OF BELLEVUE
HIGHWAY 370 ADVANCE SIGNAL WARNING BEACONS AND
CROSSWALKS AT INTERSECTIONS
PHASE 1
(Project Description)

The OWNER has identified a desire to add advanced signal warning beacons at the signalized intersections along Highway 370 inside City of Bellevue limits. Additionally, the OWNER wants to identify feasible locations for pedestrian crosswalks across Hwy 370 at one or multiple signalized intersections. High level impacts of pedestrian crosswalks on the signal timing will be evaluated as well.

The intersections being studied in this project are as follows:

1. Hwy 370 & 48th Street (has signal warning beacons in both directions)
2. Hwy 370 & 42nd Street (has eastbound signal warning beacons) (potential crosswalk location)
3. Hwy 370 & 36th Street (potential crosswalk location)
4. Hwy 370 & Golden Blvd (potential crosswalk location)
5. Hwy 370 & 25th Street
6. Hwy 370 & SB Hwy 75 (has westbound signal warning beacons)

Information Provided by the OWNER or Others

The OWNER will provide all available information including studies, reports, mapping, as-built plans, and data. The OWNER will also provide the following:

- a. Maps of all City utilities
- b. As-Built plans of all adjacent and affected infrastructure including existing street, storm and sanitary sewers, watermain, etc.
- c. Historical traffic volume counts
- d. Available crash data
- e. GIS Information
- f. Data on existing City control points and benchmarks
- g. Current list of utility companies and contact information

Tasks specifically not included: Right-of-way appraisal and acquisition services, topographic survey, preliminary construction plans, final construction plans, revised timing plans, and other tasks not specifically listed herein. Assuming pedestrian signal phasing is to be implemented at any of the three intersections identified for pedestrian signal phases, the development of time-of-day signal plans for the portion of N-370 from 48th Street through US-75 will be included as a supplement to this original scope of services.

Submittals

The following formal submittals are anticipated:

- a. Draft Crosswalk and Advanced Signal Warning Feasibility Study
- b. Final Crosswalk and Advanced Signal Warning Feasibility Study

Project Tasks

The following tasks are anticipated to complete the work for this project:

TASK 1. Project Management

a. Project Management

The Engineer's Project Manager, Tyler Lerdahl will serve as the point of contact, maintain project schedule and budget, and be responsible for coordinating work of project team. Provide regular progress reports with invoices.

b. Coordination with Others

The Engineer will coordinate their design with agencies and/or Engineers that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Engineers. This scope estimates 1 one-on-one virtual meeting with NDOT.

TASK 2. General Project Meetings

a. Review Meetings

The Engineer will schedule and attend review meetings to receive the City's review comments from the submittals. The Engineer will prepare and distribute meeting minutes. This will include the following review meetings:

- 1) Progress meeting
- 2) Review Draft Feasibility Study

TASK 3. Intersection Crosswalk Analysis

This task will include site inspection, data collection, NDOT coordination, conceptual design, planning level cost estimate, feasibility report, and recommendations.

a. *Site Inspection*

Includes site visit during preliminary design to verify site constraints, impacts, and compatibility with proposed design. It is assumed one site visit will be required.

b. *Traffic and Pedestrian Data Collection*

Miovision cameras will be used to collect 12 hours (6:30 a.m. to 6:30 p.m.) of traffic turning movement counts and pedestrian volumes at the intersections of 42nd Street, 36th Street, and Golden Blvd. This data will be processed by Miovision and reports generated.

c. *Base Map Preparation*

The ENGINEER will create a base map using GIS data and aerial imaging from Sarpy County.

d. *Sidewalk Conceptual Design*

Conceptual sidewalk geometry and crosswalks will be developed at the intersections of 42nd Street, 36th Street, and Golden Blvd.

e. *Crosswalk Feasibility Report*

Crosswalk locations and the feasibility of adjacent sidewalk connections will be evaluated at the intersections of 42nd Street, 36th Street, and Golden Blvd.

f. *Planning Level Cost Estimate*

Nebraska Department of Transportation bid items and unit prices will be used to compute quantities and submit a preliminary opinion of probable construction cost

g. *Quality Assurance/Quality Control (QA/QC)*

The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.

TASK 4. Traffic Signal Infrastructure Assessment (Subconsultant)

Subconsultant to conduct planning-level assessment of implementing signal phasing for pedestrians crossing N-370 at the intersections with 42nd Street, 36th Street and Golden Boulevard. This will consist of:

a. Calculating pedestrian-related signal timing parameters

- b. Comparing resulting parameters (Task 4.a) to existing minimum green times for northbound and southbound vehicle movements
- c. Determine strategies for accommodating pedestrian signal parameters within a theoretical signal timing plan (note: revised timing plans are not a part of this scope of services)
- d. Preparing a technical memorandum summarizing Tasks 4.a, 4.b and 4.c

Subconsultant to prepare recommendations regarding “Prepare to Stop When Flashing” infrastructure at each of the following intersections along N-370:

1. 48th Street
2. 42nd Street
3. 36th Street
4. Golden Boulevard
5. 25th Street
6. US-75 (southbound)

This task will include a review of NDOT’s standard practice and other industry best practices. The results of this task will be documented in the same technical memorandum identified in Task 4.d.

Subconsultant to attend the following meetings:

1. NDOT (2 persons at up to 1 virtual meeting)
2. City of Bellevue (2 persons at up to 2 in-person meetings)

PROJECT SCHEDULE

City of Bellevue

Hwy 370 Advance Signal Warning Beacons and Crosswalks at Intersections

Phase 1

July 2025

Milestone

Notice to Proceed

Traffic and Ped Data Collection

Progress Meeting

Draft Report Submittal

Review Meeting

Final Report Submittal

Completion Date

August 6th, 2025 (Assumed)

August 22nd, 2025

September 19th, 2025

October 3rd, 2025

October 24th, 2025

November 21st, 2025

Project Location Map

Figure 1 of 2



Evaluate Pedestrian Crossing

Evaluate Pedestrian Crossing

Project Location Map

Figure 2 of 2



Hour Estimate Form
Phase 1 - Feasibility Study
Hwy 370 Advance Signals and Crosswalks
City of Bellevue

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	2-MAN CREW	SURVEY TECHNICIAN	LAB TECH	ADMIN ASST	TOTAL PER TASK
I.	Project Administration												
I.a	Project Management	4	12										16
I.b	Coordination with Others	1	8		4								13
II.	General Meetings												
II.b	Review Meetings with City Staff		4		8								12
III.	Intersection Crosswalk Analysis												
III.a	Site Inspection		4		4								8
III.b	Traffic and Pedestrian Data Collection		1			14							15
III.c	Base Map Preparation		1		4	8							13
III.d	Sidewalk Conceptual Design	1	4		16								21
III.e	Crosswalk Feasibility Report	1	8		8								17
III.f	Planning Level Cost Estimate	1	2		8								11
III.g	QA/QC Review	4	4										8
	TOTALS	12	48	0	52	22	0	0	0	0	0	0	134

Exhibit C
Hwy 370 Advance Signals and Crosswalks
Phase 1 - Feasibility Study
City of Bellevue

FEE SUMMARY SCHEDULE

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2025 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$6,235.00
PRINCIPAL	5	\$275.00	\$1,375.00	
PROJECT MANAGER	20	\$205.00	\$4,100.00	
SENIOR PROJECT ENGINEER	0	\$220.00	\$0.00	
REGISTERED DESIGN ENGINEER	4	\$190.00	\$760.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$130.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	0	\$160.00	\$0.00	
2-MAN CREW SURVEY	0	\$195.00	\$0.00	
CADD TECHNICIAN	0	\$85.00	\$0.00	
LAB TECHNICIAN	0	\$110.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
II. General Meetings				\$2,340.00
PRINCIPAL	0	\$275.00	\$0.00	
PROJECT MANAGER	4	\$205.00	\$820.00	
SENIOR PROJECT ENGINEER	0	\$220.00	\$0.00	
REGISTERED DESIGN ENGINEER	8	\$190.00	\$1,520.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$130.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	0	\$160.00	\$0.00	
2-MAN CREW SURVEY	0	\$195.00	\$0.00	
CADD TECHNICIAN	0	\$85.00	\$0.00	
LAB TECHNICIAN	0	\$110.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
III. Intersection Crosswalk Analysis				\$17,305.00
PRINCIPAL	7	\$275.00	\$1,925.00	
PROJECT MANAGER	24	\$205.00	\$4,920.00	
SENIOR PROJECT ENGINEER	0	\$220.00	\$0.00	
REGISTERED DESIGN ENGINEER	40	\$190.00	\$7,600.00	
ENGINEER/ SENIOR TECHNICIAN	22	\$130.00	\$2,860.00	
ENGINEERING TECHNICIAN	0	\$100.00	\$0.00	
REGISTERED SURVEYOR	0	\$160.00	\$0.00	
2-MAN CREW SURVEY	0	\$195.00	\$0.00	
CADD TECHNICIAN	0	\$85.00	\$0.00	
LAB TECHNICIAN	0	\$110.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$85.00	\$0.00	
	134		\$25,880.00	
Subtotal Direct Salary Costs			\$25,880.00	
Overhead Costs		0.0%	\$0.00	
Subtotal Labor Charges + Overhead			\$25,880.00	
Fixed Fee		0%	\$0.00	
Subtotal Labor Charges + Overhead + Fixed Fee			\$25,880.00	
 DIRECT NON-SALARY COSTS:				
Mileage	200	\$ 0.70	\$ 140.00	
Traffic Engineer Subconsultant	1	\$ 12,000.00	\$ 12,000.00	
Miovision Processing TMCs with Peds	3	\$ 312.00	\$ 936.00	
Sub-Total Direct Non-Salary Costs			\$ 13,076.00	

TOTAL ESTIMATED FEE

\$ 38,956.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
8/5/2025

COUNCIL MEETING DATE: August 5, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

240109 - CIPST25 M146(338B) Mission Ave Reconstruction & Streetscape - Amendment #3 Construction Adm

SYNOPSIS/BACKGROUND:

Benesch is to provide professional engineering and construction administration services for Mission Avenue Reconstruction & Streetscape project to include: Project Management, Construction Inspection, Materials Testing, Construction Staking, Engineering Support & Project Close-out.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Benesch for \$867,892.23

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

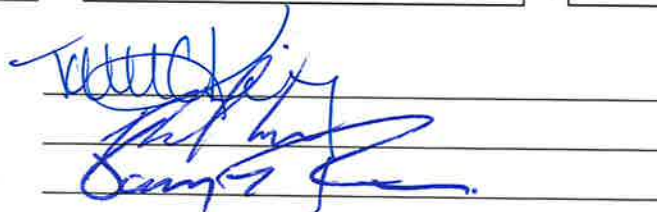




EXHIBIT A

WORK AUTHORIZATION NO. 03

PROJECT NO. 00120794.00 DATE July 24, 2025
 PROJECT NAME Mission Ave - Washington to Hancock Streetscaping & Reconstruction
 CLIENT City of Bellevue
 CLIENT PM Matt Knight, PE CONSULTANT PM Jeff Sockel, PE
 PHONE NO. 402-293-3030 PHONE NO. 402-333-5792

SCOPE OF SERVICES

This WORK AUTHORIZATION Number 03, with the Agreement dated August 16, 2022, between City of Bellevue, herein called Client and Alfred Benesch & Company herein called Consultant, constitutes the express authority given Consultant by Client to do work as follows (or as shown in Attachment A):

<<See Attached>>

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

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

FEE ESTIMATE

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

- Client will pay a Fee based on a **Time and Materials** not to exceed \$867,892.83
- Client will pay a **Lump Sum** Fee of \$_____ and invoice using a percentage completed basis.
- Client will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Jeffrey A Sockel
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Jeff Sockel, PE

TITLE: _____

TITLE: Sr Vice President

DATE: _____, 20____

DATE: July 24, 2025

BENESCH OFFICE: Bellevue

ADDRESS: 4530 Maass Rd

Bellevue, NE 68133

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

**CONSULTANT SCOPE OF SERVICES
CONSTRUCTION ENGINEERING SERVICES
CITY OF BELLEVUE
BPW-240109 – MISSION AVENUE – WARREN ST TO WAYNE ST**

OVERVIEW

Alfred Benesch & Company (Benesch) proposes to provide the professional services related to the project management, construction inspection, and material testing for sewer improvements, streetscaping and reconstruction of Mission Avenue from Wayne Street to Warren Street within the City of Bellevue (City) identified in the contract documents of BPW 240109– Mission Avenue - Warren St to Wayne St. Benesch agrees to provide the services detailed below through the identified completion date, or beyond, if mutually agreeable by both parties provided the requested services can be performed within the Not-to-Exceed fee limits.

The professional services provided by Benesch shall be described under the following major categories:

1. Project Management & Meetings
2. Construction Inspection
3. Materials Sampling & Testing
4. Construction Staking Support
5. Engineering Support Services
6. Project Closeout

The following describes the scope of work related to each of these categories. Services may be added or deleted upon request. Changes to the total contract amount will be addressed as indicated above.

For the purposes of this agreement, the parties understand that construction inspection and construction inspection shall be used interchangeably and Benesch is not responsible for the Contractor's means and methods of construction, acceptance or rejection of the work, or the authority to approve or deny contracts, change orders, extra work, modifications to the requirements of the Contract Documents, etc. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, Benesch shall keep the City informed about the progress and quality of the work and shall advise the City about inspected or measured deficiencies or deviations in the work.

UNDERSTANDING & ASSUMPTIONS

The following identifies assumptions associated with this scope of services and corresponding fee estimate:

- The City shall provide or identify publicly available Contract Documents governing construction.
- The City shall provide any documentation templates or electronic system(s) access required for the project.
- Construction is anticipated to begin on August 4, 2025, or later.
- Construction is anticipated to be substantially complete by July 31st, 2026, with minor work and final completion expected to occur by August 29th, 2026.
- Staffing requirements for the projects assigned will consist of one (1) project manager, one (1) lead construction inspector, one (1) supporting construction inspector, one (1) material testing technician (as needed), and necessary coordination or administrative support personnel as well as regular consultation services.
- It is anticipated that the lead construction inspector will be on-site during times the contractor is performing critical elements of work requiring documentation of compliance and/or direct measurement for payment while work is being performed for the duration of the project. The inspector is anticipated to be on-site not more than sixty (60) weeks (average of 48 hours per week).
- A supporting construction inspector will be on-site when the Contractor has multiple, major, concurrent operations taking place, assumed to be part-time during peak construction season and not year-round.
- It is anticipated that the project manager, or their designee, will conduct periodic site visits, provide quality control, be available as a technical resource when needed, and coordinate with the City during the project. The project coordinator is anticipated to work for no more than sixty (64) weeks during project preparation, construction, and closeout.
- The project manager will coordinate staffing for the project, review and submit invoices, provide support to the project team, and general project administrative duties. It is assumed these tasks will be approximately six (6) percent of the total of all other Benesch project hours plus one (1) percent of all subconsultant hours. Subconsultant project management effort shall be commensurate with the scope and magnitude of the services being provided.
- It is assumed that progress meetings will be held weekly at or near the project site during normal working hours and the Lead Inspector can participate as part of their regularly planned working hours.

TASK 1 PROJECT MANAGEMENT & MEETINGS

The scope of work for this task is expanded to include activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project as well as

manage the project scope, schedule, and budget, and prepare and process invoices and monthly progress reports during construction.

Benesch shall also provide project management services to the City of Bellevue in the following areas during construction:

- Coordinate activities between the City of Bellevue and the Contractor.
- Assist in project planning and oversight of construction activities.
- Communicate project updates on a regular basis to the City.
- Scheduling personnel and testing activities to comply with the requirements of the City of Bellevue Public Works Department.
- Facilitate the pre-construction meeting and distribute meeting minutes (assume 1 meeting lasting no more than 2 hours).
- Facilitate the pre-construction public meeting and distribute meeting minutes (assume 1 meeting lasting no more than 2 hours).
- Facilitate weekly progress meetings and distribute meeting minutes (assume no more than 62 meetings lasting no more than one hour).
- Facilitate formal property owner meetings during construction (assume no more than 5 meetings lasting no more than one hour).
- Review shop drawings and submittals as required by the contract documents.
- Assist the City with project scheduling and other administrative items upon request.

Administrative assistance shall include, but not be limited to, supporting the City in program budget monitoring, construction contract interpretation, conflict resolution, utility and other public agency coordination, project stakeholder engagement, and interacting with the public to address questions, concerns, or special requests.

NEW TASK 101 CONSTRUCTION INSPECTION & ENGINEERING SUPPORT

Benesch shall provide construction inspection services to the City of Bellevue using a member of our technical staff. Benesch construction inspectors will perform the following tasks:

- Take pre-construction and post-construction photos
- Inspect and document all major construction activities including, but not limited to, clearing and grubbing, removals, traffic control, construction, and erosion control.
- Take reasonable steps to verify all work is completed in compliance with the Contract Documents and notify the City in a timely manner of any inspected deficiencies.
- Provide photo documentation of the work being performed or completed when deemed appropriate by construction inspection staff.
- Coordinate with the General Contractor designated site representative(s) regarding on-site activities and need for services to be performed by the Owner, Benesch, or others

engaged by the City in the Project when applicable (e.g. materials testing, construction staking, etc.).

- Prepare daily reports documenting on-site activities including personnel, equipment, visitors, weather, contractor activity, accidents, and any other pertinent information and submit to the City as requested.
- Quantify and record work performed by the contractor for payment.
- Review and submit progress pay applications to the City's Designated Representative(s) for processing and payment.
- Inspect and record potential (when identified) or actual change order and/or force account work.
- Document and address questions and concerns from stakeholders in or near the project site.
- Perform SWPPP inspections as required by local regulations and project documents. Assume no more than forty-four (44) inspections.
- Coordinate with the Contractor in a timely manner to document efforts towards addressing any identified SWPPP installation or maintenance needs identified in by the Contract Documents or periodic SWPPP compliance inspections report.
- Collect and review required material delivery tickets, material certifications, and other submittals or shop drawings provided by the Contractor and required by the Contract Documents for the work documented by Benesch.
- Create and maintain a punch list of remaining items of work required to achieve final completion and coordinate the completion of items with the City and the Contractor.
- Create and issue a final punch list to the contractor and review associated work from conformance with the Contract Documents.
- Complete a final walk through with the City, Contractor, and any others as determined by the City.

Benesch shall provide technical support to assess site conditions, work performed and provide technical advice or guidance to complete the work outlined in the Contract Documents on an as-needed or as-requested basis subject to budget availability. Support anticipated as part of this task includes, but are not limited to, consultation from a Professional Engineer or similar qualified individual regarding construction engineering best practices, contractor means & methods, soils/geotechnical issues, or other relevant issues.

NEW TASK 101 MATERIALS SAMPLING & TESTING

Benesch shall provide materials testing services consistent with the current version of the City of Omaha's Materials and Testing Manual for Public Works Construction and any project specific requirements using our nationally accredited and/or NDOT-certified materials testing laboratories. As determined to be appropriate, Benesch will utilize qualified, on-site inspectors to perform field testing. Any testing that is not performed by inspectors will be performed by lab personnel.

Testing frequencies may be reduced when deemed appropriate by the Project Manager or the City based upon the quantity and critical nature of the work being performed that would be represented by the testing performed. No modifications to testing frequencies shall be made for concrete pavement, subgrade, or pipe backfill intended to support vehicular use without approval by the City.

Construction materials testing services will include the following:

- Periodic sampling and testing of Portland cement concrete used in construction pavement reconstruction, sidewalk and curb ramp construction, and any significant structural concrete construction for air content, slump, temperature, and compressive strength (assume no more than fifty-seven (57) tests performed by inspectors and eighty-six (86) tests performed by lab personnel).
- Sampling and collecting material on-site and conducting standard and/or modified moisture density relationship (assume no more than three (3) tests performed by lab personnel).
- Sampling and collecting of material on-site and conducting sieve analysis on aggregate used in construction (assume no more than five (5) tests performed by lab personnel).
- Testing of backfill of sewer pipe and manhole construction as well as prepared subgrade for moisture and compaction using a nuclear density gauge (assume no more than one hundred and twenty-two (122) tests performed by lab personnel).
- Cutting pavement cores, measuring cores, trimming cores, and testing core compressive strength (assume no more than ten (10) cores cut, measured, trimmed, and broken by lab personnel).

NEW TASK 102 CONSTRUCTION STAKING SUPPORT

Construction staking shall be provided by the Contractor. Benesch shall provide the following services in support of the project:

- Establish horizontal and vertical control
- Locate and define easements and right-of-way if construction operations are suspected to extend beyond the allowable limits of construction
- Complete survey requests for utility relocations as needed
- Verify critical construction staking elements as requested by the City

It is assumed that one (1) Party Chief and one (1) Surveyor will complete the necessary work and will make no more than ten (10) trips to the project site.

NEW TASK 103 PROJECT CLOSEOUT

Benesch will provide the following services for close-out at the completion of the project:

- Provide as-builts of work completed to the City in PDF format.
- Review and submit a final pay application to the City's Designated Representative(s) for processing and payment.
- Submit a final closeout package to the City including field diaries, quantity calculations, pertinent project correspondence, field photos, and construction material testing reports.

COMPENSATION

The included fee estimate indicates the additional estimated number of hours and personnel fees, testing services costs, subconsultant costs, and other associated costs Benesch anticipates for the proposed work assigned to Benesch during construction under this agreement. Variation of these estimates is expected due to factors beyond Benesch's control such as contractor operations, field changes, requested support services, or other situations that may occur. Benesch's overall scope of services shall be limited to those that can be performed within the approved Contract Not-to-Exceed fee. Benesch shall notify the City in the event changes to the assigned work require effort and costs beyond what has been approved in this agreement.

Compensation for professional services related to project management, construction inspection, construction staking support, consultation & other support services, and project closeout shall be on an hourly rate basis. Individual hourly billing rates shall be determined using a 3.0 multiplier of the actual direct labor cost, including any premium overtime costs incurred.

Compensation for laboratory and field construction materials testing shall be based upon the current Construction Services Fee Schedule, updated annually, and supplemented by Benesch (Omaha Division) standard rate schedule for required/requested tests not covered under the standard testing rate schedule. Compensation for on-site plant monitoring, if requested, shall be performed on an hourly basis and compensated in the same manner as identified above.

Vehicle mileage (including rental vehicles) shall be reimbursed at a rate of \$0.75/mile. Administrative (copying, printing, postage, etc.), inspection (paint, lathe, rental equipment, etc.), software access fees, and other direct expenses shall be reimbursed at actual cost unless specific reimbursement rates are indicated.

Professional Construction Engineering and Design Support Services

BPW-240109

Mission Ave Improvements - Wayne St to Warren St
City of Bellevue Public Works Department

Fee Estimate

<u>Personnel Classification</u>	<u>Rate \$/Hour</u>	<u>Est. Hours</u>	<u>Estimated Cost</u>
E1a - Professional Engineer/Project Manager	\$ 216.00	916	\$197,856.00
E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	\$ 151.00	240	\$36,240.00
E3b - Project Coordinator I, Construction Representative II	\$ 125.00	104	\$13,000.00
E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	\$ 112.00	2998	\$335,776.00
E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	\$ 100.00	1120	\$112,000.00
		Subtotal Direct Labor Costs	\$694,872.00
5.00% Adjustment for Compensation Increases Occuring During Project	14 month est duration		\$40,240.83
		Subtotal Total Labor, Overhead, and Profit Costs	\$735,112.83
Direct Nonsalary Costs			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$6,900.00
Vehicle Mileage @ \$0.75/mi			\$16,500.00
Construction Materials Testing			\$60,000.00
Embris - Subconsultant			\$49,380.00
		Subtotal Direct Expense Costs	\$132,780.00
		Total Estimated Not to Exceed Fee	\$867,892.83

Professional Construction Engineering and Design Support Services

BPW-240109

City of Bellevue Public Works Department

Task		Personnel Services											Reimbursables					Estimated Fee			
		E1 - Professional Engineer (Consultant or Principal)	E1a - Professional Engineer/Project Manager	E2 - Professional Engineer (Staff)	E2a - Project Scientist II, Project Engineer II	E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	E3a - Project Coordinator II, Construction Representative III	E3b - Project Coordinator I, Construction Representative II	E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	E6 - Engg Tech I, Project Inspector I, Env Tech I	E8 - Project Assistant II	E9 - Field/Lab Tech I, Intern	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ \$0.75/mi		Construction Materials Testing	Embris - Subconsultant	Subtotal
Task 1	Project Management & Meetings	0	516	0	0	0	0	24	8	0	0	0	0	548	\$ 122,032.17	\$ 1,000	\$ 1,650	\$ -	\$ 25,680	\$ 28,330	\$ 150,362.17
Task 100	Construction Inspection & Engineering Support	0	360	0	0	200	0	0	2850	1080	0	0	0	4490	\$ 566,151.73	\$ 5,400	\$ 13,425	\$ -	\$ 23,700	\$ 42,525	\$ 608,676.73
Task 101	Materials Sampling & Testing	0	0	0	0	0	0	0	60	0	0	0	0	60	\$ 7,109.16	\$ 100	\$ 150	\$ 60,000	\$ -	\$ 60,250	\$ 67,359.16
Task 102	Construction Staking Support	0	0	0	0	40	0	80	0	0	0	0	0	120	\$ 16,968.89	\$ 200	\$ 750	\$ -	\$ -	\$ 950	\$ 17,918.89
Task 103	Project Closeout	0	40	0	0	0	0	80	40	0	0	0	0	160	\$ 22,850.88	\$ 200	\$ 525	\$ -	\$ -	\$ 725	\$ 23,575.88
Subtotal		0	916	0	0	240	0	104	2998	1120	0	0	0	5378		\$ 6,900	\$ 16,500	\$ 60,000	\$ 49,380		
Project Subtotal													\$ 735,112.83	\$ 132,780	\$ 867,892.83						

6/5/2025



Benesch
Jeff Sockel, PE
4530 Maass Rd
Bellevue, NE 68133

Subject: Mission Avenue Construction Phase Support Services

Dear Mr. Sockel,

Embris Group will provide construction phase support services as a subconsultant to Benesch in a similar arrangement to which was done for the Mission Avenue Streetscaping design project. Embris Group will provide the following services:

- Attending Preconstruction Meeting
- Attending Preconstruction Public Meeting
- Attending up to five (5) property owner meetings during construction
- Attending up to five (5) in-person construction progress meetings on-site
- Attending up to ten (10) virtual construction progress meetings
- Shop Drawing review for bypass pumping plan, manholes, connection details
- Miscellaneous support for RFIs and Work Change Proposals
- Conduct up to five (5) site visits during construction as required, specifically during deep sewer installation of additional sanitary sewer from Mission Avenue to E 22nd Avenue Lift Station

A fee breakdown is attached to this letter, and assumes that Benesch will be providing full-time construction administration and observation, and Embris will be assisting on items as noted above, but will not be performing construction management services. Embris Group estimates that the fee for the construction phase services as described above will be \$49,380. We understand that the project is scheduled to start in August of 2025, and the services and fee noted above assume that sewer construction will be completed within one year of construction start date.

On behalf of Embris Group, I sincerely appreciate the opportunity to work with Benesch and the City of Bellevue on this important project. If you need any additional information, please contact me at (402) 250-3001 or adamwilmes@embris.com.

Sincerely,

A handwritten signature in blue ink that reads "Adam Wilmes". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Adam Wilmes, PE
Principal

BREAKDOWN OF COSTS

Project: Bellevue Mission Ave.
 Phase: Services During Construction
 7/8/2025

	Embris Group				Subconsultant		
	Adam Wilmes, PE Principal / PM \$245	Aaron Hirsh, PE Sr. Project Engineer \$230	Andy Larkin, EI Project Engineer \$160	Kate Geiger Administrative \$100	Subtotal Hours	Subtotal Fee	Subtotal Fee
Project Management							
Project Coordination and Controls	24			4	28		\$ 6,280.00
					SUBTOTAL		\$ 6,280.00
Construction Phase							
Pre-Construction Meeting	4				4		\$ 980.00
Public Meeting	4				4		\$ 980.00
Property Owner Meetings	8	8			16		\$ 3,800.00
Construction Progress Meetings (In-Person)	10	5	5		20		\$ 4,400.00
Construction Progress Meetings (Virtual)	16	4			20		\$ 4,840.00
Shop Drawing Review	16	4	4		24		\$ 5,480.00
Support for RFIs, Change Orders, etc.	44	24	12		80		\$ 18,220.00
Misc Construction Site Visits	10	5	5		20		\$ 4,400.00
					SUBTOTAL	\$ -	\$ 43,100.00
TOTALS	136	50	26	4	216	\$ -	\$ 49,380.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
8/5/2025

COUNCIL MEETING DATE: August 5, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 250601 PW25(05) HWY 75 and 34 Conceptual Roadway Improvements

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig will provide engineering services for the feasibility study on the conceptual designs for the roadway improvements at the interchange of HWY 75 and 34. The study aims to assess traffic conditions and infrastructure with the goal of improving transportation efficiency, safety and sustainability. Key objectives include reducing congestion, improving traffic flow, and enhancing pedestrian and bicycle safety.

FISCAL IMPACT: \$72,000 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Felsburg Holt & Ullevig	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: HWY 75 and 34 Conceptual Roadway Improvements		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: HWY 75 and 34 Conceptual Roadway Improvements		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Entertainment District	CIP PROJECT NUMBER: PW25(05)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIPPW25(05)	ACCOUNT NUMBER: 7050	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU in the amount of \$72,000

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



June 26, 2025

RE: Proposal for US-75 / US-34 Conceptual Roadway Improvements

Mr. John Krager, PE
Manager of Engineering Services
City of Bellevue Public Works
1510 Wall Street
Bellevue, NE 68005

Dear Mr. Krager:

Thank you for the opportunity to submit this proposal to evaluate the feasibility of roadway improvements at the interchange of US-75 and US-34 in Bellevue, Nebraska.

This letter proposal summarizes our understanding of the services requested, project schedule and engineering fee. The project will include development of conceptual drawings depicting alternative roadway improvements, estimated construction costs per alternative and traffic analyses to evaluate the different interchange variations. The concept study will utilize readily available aerial imagery and lidar data. A topographic survey will not be completed with this study.

Scope of Services

Work to be Completed by FHU

Task 1 Base Mapping

FHU will utilize Sarpy County's existing aerial photography, lidar information, right-of-way linework, and GIS layers to obtain the necessary topographic information to complete this study. No ground survey will be completed as part of this project. If available, as-built plans from NDOT and future adjacent development drawings will be referenced where appropriate.

Task 1 Assumptions

- FHU will be provided with CAD files from the engineering consultants currently developing the quadrants Northwest and Northeast of the interchange.

Task 2 Conceptual Design

FHU will prepare conceptual exhibits for the following four alternatives at US-75 / US-34:

- Widening of US-34 to accommodate dual-left turn lanes (both eastbound and westbound) onto the US-75 on-ramps. Widening of the on-ramps to receive the dual-left movements. Off-ramp widening to be evaluated for additional turn lanes. Bridge widening / MSE wall modifications / new traffic signals required.
- Interchange type modification to a Diverging Diamond. Full pavement reconstruction at crossover locations and for ramp modifications. Bridge and MSE walls assumed to remain in-place. New traffic signals required.

- Interchange type modification to a Single-Point Urban Interchange (SPUI). Full pavement reconstruction for the entire US-34 road width is assumed between each ramp, including an entirely new bridge with MSE wall modifications. Significant pavement reconstruction of the US-75 ramps is also assumed for the ramp realignments. New traffic signals required.
- Diamond interchange modification to add roundabouts at the two ramp terminals. Full pavement reconstruction at both intersections and for ramp modifications. Bridge and MSE walls assumed to remain in-place. No traffic signals required.

The design work will be completed to a Conceptual (5 to 10%) level, and include the following:

- Horizontal roadway geometry per alternative concept. The plan view linework will be established in CAD to meet typical NDOT standards.
 - Vertical profile and/or cross sectional analysis will be limited to key locations to confirm feasibility issues or assist in cost estimating.
- Identification of major feasibility issues per alternative, such as right-of-way, construction phasing, major utility impacts or environmental concerns.
- Each concept will be presented on a single plan view sheet with aerial background. The alternative improvements will be displayed in color at a scale to show the entirety of work proposed. Key design issues and/or assumptions will be identified on the same sheet.
- Cost estimate preparation per alternative to a conceptual detail level. High level assumptions may be required for various bid items.
- A summary memo will be prepared describing each alternative proposed and the associated costs estimated.
- QA/QC - FHU will perform quality control checks prior to design submittals on the project.

Task 2 Assumptions

- The addition of pedestrian facilities will be evaluated per concept. Sidewalks will be added if the proposed concept can safely accommodate pedestrians.
- A detailed drainage analysis will not be completed.
- Structural analysis will not be completed at the bridge or wall locations.
- The most current NDOT standard bid items and available average unit prices will be utilized for cost estimating.

Task 3 Signal Warrants

FHU will complete a MUTCD signal warrant analysis for the US-75 northbound and southbound ramp terminals at US-34. New counts will be completed.

Data Collection

Two (2) thirteen (13) hour turning movement count will be completed at each of the above referenced intersections.

MUTCD Warrant Analysis

The intersection will be evaluated to determine if MUTCD signal warrants are satisfied under existing conditions.

Task 4 Alternatives Traffic Analysis

The traffic analysis will evaluate and compare the four interchange alternatives described at US-34.

The study will evaluate the typical AM and PM weekday peak hours for the following scenarios:

- Future (2050)

Data Compilation

No new traffic count data will be required. Data from the Fort Crook Road and Fairview Road Planning Study will be utilized.

Operations Analysis

Per each alternative concept at US-34, FHU will assess the level of congestion, measured by level of service (LOS), experienced at the study area intersections under Future (2050) traffic conditions. Queuing will also be evaluated.

Pedestrian Review

FHU will review existing pedestrian accommodations and make recommendations for future additions. Currently, there are no pedestrian facilities on US-34 or the surrounding frontage road system. At Fairview Road, there are sidewalks to the west of the study area but none to the east.

Report and Graphics

A draft report will be prepared summarizing the results of this traffic study and will include graphical illustrations of the study area and analysis. FHU provide a comparison of the alternatives to inform a decision on the preferred alternative. The draft report will be submitted to the City for review and comment. We have assumed a period of three weeks for agency review of the draft report. Comments will be addressed and incorporated into the final report. The final report will be submitted approximately two weeks after receipt of the draft report comments.

Task 4 Assumptions

No new traffic count or forecasting will be completed.

Task 5 Project Management, Coordination & Meetings

The Consultant Project Manager will serve as the main point of contact, maintain project schedule and budget, and provide progress updates throughout the project. Outreach by the Consultant Project Manager to the City, NDOT, and adjacent development teams will be required during the project to facilitate the design and traffic tasks detailed.

The following meetings are included in this task:

- Kick-off meeting - FHU Staff will attend a kick-off meeting for the project with representatives from City of Bellevue. Agendas and meeting materials will be prepared by FHU.
- Progress meetings - FHU Staff will attend up to two (2) progress meetings.

Additional meetings with other organizations could be provided at our standard hourly rates.

Fee Estimate and Schedule

FHU proposes to conduct the design for a lump sum amount of **\$72,000**. A detailed breakdown of cost is shown below:

Task	Fee	Contact Type
Task 1 – Base Mapping	\$1,740	Lump Sum
Task 2 – Conceptual Design	\$37,990	Lump Sum
Task 3 – Alternatives Traffic Analysis	\$14,490	Lump Sum
Task 4 – Signal Warrant	\$1,400	Lump Sum
Task 5 – Project Management & Meetings	\$14,575	Lump Sum
Direct Expenses Costs	\$1,805	Lump Sum
TOTAL PROJECT COST	\$72,000	Lump Sum

The project schedule will be discussed further at the kick-off meeting. A tentative schedule is proposed below:

Date	Action
July 15, 2025	City Council Agneda
July 28, 2025	Notice to Proceed
August 7, 2025	Kick-off Meeting
August 8 – October 17, 2025	Traffic Analysis
August 8 – October 17, 2025	Conceptual Design Plans
September 10, 2025	Progress Meeting #1
October 17, 2025	Submit Draft Deliverables
November 6, 2025	Progress Meeting #2
November 21, 2025	Submit Final Deliverables

If the conditions of this proposal are acceptable, please print out this letter, sign below and send it back for our files. In an effort to expedite the design, please send an e-mail with the signed proposal back as your acceptance. By signing this proposal, the client acknowledges the attached standard provisions. If you have any questions about this proposal, please contact Adam Denney at (402) 445-4405 or adam.denney@fhueng.com.

Sincerely,

FELSBURG HOLT & ULLEVIG


 Adam Denney, PE, PTOE
 Principal

 Accepted By

 Title

 Date

ATTACHMENTS:

- FHU Letter Agreement Standard Provisions
- Estimate of Hours

LETTER AGREEMENT STANDARD PROVISIONS

Upon execution of the Letter Agreement or Letter Proposal,
the Client thereby agrees to the terms of these Standard Provisions.

A. SERVICES BY CONSULTANT

Consultant agrees to perform all services hereunder, using reasonable skill and judgment in accordance with applicable professional standards. Consultant agrees to keep Client informed on its progress through periodic reports, and to maintain accurate records relating to its services for this Project. Consultant agrees to provide, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of Client, the Basic Services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement for the Project.

B. RESPONSIBILITIES OF CLIENT

Client shall provide and make available to Consultant for its use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the Consultant will remain the property of Client and will be returned upon completion of services.

Client shall make provisions for Consultant to enter upon public and private properties as required for Consultant to perform its services hereunder.

C. EXTRA WORK

Client may desire to have Consultant perform work or render services other than those provided in the Scope of Work. This will be Extra Work. Consultant shall not proceed with Extra Work, until so authorized by Client. Payment for all work under this Agreement will be on an hourly basis plus expenses in accordance with the attached Rate Schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by Client for Consultant to proceed with the Work. The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, Consultant shall submit monthly invoices for the Work, Extra Work or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month. If any portion of, or an entire account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If Consultant is delayed at any time in the progress of work by any act or neglect of Client or its agents, employees, or contractors, or by changes in the work, or by extended review by the Client, fire, unavoidable casualties, or by any causes beyond the Consultant's control, the time schedule will be extended for a reasonable length of time, and Consultant's compensation may be subject to renegotiation for increased costs due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by Consultant associated with this Project are instruments of service for this Project only and will remain the property of the Consultant whether the Project is completed or not. Consultant shall furnish originals or copies of such work product to Client in accordance with the services required hereunder. Reuse of any of the work product of Consultant by Client on an extension of this Project or on any other Project without the written permission of Consultant will be at the Client's risk and the Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse by Client or by others acting through Client. Any reuse or adaptation of Consultant's work product will entitle Consultant to equitable compensation.

H. INSURANCE

During the services, Consultant shall maintain Workmen's Compensation and Occupational Disease Insurance in accordance with applicable laws and statutory limits; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate; and Professional Liability Insurance as detailed in Section P below. Upon request, Consultant shall provide certificates of insurance to the Client indicating compliance with this paragraph.

I. TERMINATION

Either Client or Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. Client shall within sixty (60) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between Client and Consultant, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between Client's representative and Consultant's Principal-in-Charge for the Project. Client and Consultant each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution, executive management representatives for Client and Consultant shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, Client and Consultant agree that all such unresolved disputes will be submitted to nonbinding mediation, then arbitration or litigation. Pending final resolution of the dispute, Consultant

LETTER AGREEMENT STANDARD PROVISIONS

**Upon execution of the Letter Agreement or Letter Proposal,
the Client thereby agrees to the terms of these Standard Provisions.**

shall proceed diligently with the performance of Basic Services as described in Article A, as directed by Client and Client shall continue to pay the undisputed payments due to Consultant for such services in accordance with the Payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof will be governed by the law in the state the Project site is located, without regard to the principles of conflict law. Any filing of case, suit, or action related to this Agreement will be brought in such state.

L. SUCCESSORS AND ASSIGNS

Client and Consultant each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein will be deemed to create any contractual relationship between Consultant and any other consulting business, or contractor, on the Project, nor obligate it to furnish any notices required under other such contracts, nor will anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing. Either party hereto will have the right to change its contact address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES

Consultant shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by Consultant, an error or omission is discovered within a reasonable time, Consultant shall be responsible for correction of any work which must be removed or altered to meet the Project requirements, provided Consultant is given a reasonable opportunity to make remedial recommendations and to correct the work itself.

In providing opinions of probable construction cost, Client understands that Consultant has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on Consultant's qualifications and experience. Consultant makes no warrant, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

P. INDEMNIFICATION & LIMITATION OF LIABILITY

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damage, liability, or

cost (including any reasonable attorney's fees) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of any subconsultants or anyone for whom Consultant is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by Client's negligent acts, errors, or omissions and those contractors, subcontractors or consultants or anyone for whom Client is legally liable and arising from the Project that is the subject of this Agreement.

To the maximum extent permitted by law, Client agrees to limit Consultant's professional liability for Client's damages to the sum of \$500,000. This limitation will apply regardless of the cause of action or legal theory pled or asserted. Client specifically agrees that it has had the opportunity to negotiate this Limitation of Professional Liability clause and to accept or reject its inclusion herein.

Q. COMPENSATION

The total compensation payable to Consultant under this Agreement, including fees, expenses, and miscellaneous expenditures, is as stated in the signed Letter Proposal or Letter Agreement for the Project and will not increase over the term of this Agreement for any reason without prior written approval of Client. However, the applicable standard billing rates under this Agreement may be adjusted by Consultant on an annual basis at the end of each calendar year.

R. COMPLIANCE WITH LAWS - ACCESSIBILITY

Consultant shall comply with all applicable federal, state, and local laws, codes, and regulations required as applicable to the services hereunder. Only as stipulated in the scope of services, Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA), Section 508 of the Rehabilitation Act of 1973, and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, as they apply to the Project, and only as stipulated in the scope of services. Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project, and Consultant shall, accordingly, not have any liability to the Client in connection with same.

Aug 1st, 2025

Administration

- Prairie Hills Farm Development meeting for NC3 project and infrastructure planning.
- Board of Health meeting
- Weekly United Cities meeting.
- Meeting with BPOA retirement committee.
- BPOA fund review
- IAFF Contract negotiations.
- Budget Committee meetings.
- Wastewater discussions for South Sewer.
- Meeting with project developers for Entertainment district.
- Waterpark construction meetings.
- S&P Rating call.
- Pilgrim Landing developer meeting.
- CEAB Negotiations.
- Mary Hawkins – Bellevue University project.
- Meeting with landowner for project development.
- NRD meeting on several issues.
- Website meeting with project manager.
- Meeting with Fire Chief and Police Chief for arson investigations.
- Meetings with several council members on citizen issues.
- American Heros film shoot.
- Pre construction public meeting for Mission Ave.

Permits:

- In the process of switching permitting software, so no monthly report available at this time

Planning:

- Continued work on the Bellevue/Papillion Housing Resiliency Plan, to include data workshops
- Met with a developer on a new residential subdivision in southwest Bellevue
- Met with a developer on a multifamily residential project
- Processed an industrial preliminary plat for review
-

Police:(See Attached)

Library: (See Attached)

CITY OF BELLEVUE
ADMINISTRATION REPORT

Fire: (See Attached)

Finance(See Attached)

Public Works(See Attached)

BELLEVUE POLICE DEPARTMENT
MEMORANDUM

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: July 2025 Directors Report

DATE: July 30, 2025



- 7/01 – City Council Meeting
- 7/03 – Appeal hearing (Hrubsky) – canceled due to early resolution
- 7/10 – Mental health and wellness Zoom with Cumberland, ME
- 7/14 – AI Policing for LEADS Scholars – webinar
- 7/15 – Solicitor appeal hearing (Roberts)
 - City Council Meeting
- 7/16 – Meeting with Travelers (city insurance – per Risk Management)
- 7/17 – Justice Clearinghouse presentation
- 7/19 – Applicant testing
- 7/22 – Arson Investigation meeting
- 7/30 – Budget Committee Meeting



We Influence The World!

City of Bellevue
Library

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

M e m o

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 7/30/2025

- Laura Mischke, Head of Adult Services, and her pet dog Darwin were featured on KMTV Omaha for a July 21 story on the two microchip scanners that the library has available. Patrons can check out the two scanners which read the unique identification number from a pet's implanted microchip, which is then used to assist in locating the pet's registered owner's contact information. The two scanners were purchased and donated by Mischke and Connie Barnard, Adult Services/Technology librarian at Bellevue Public Library.
- The Summer Meal Program sponsored by the Salvation Army cancelled their regular daily delivery on Monday, July 28, and Tuesday, July 29, due to the excessive heat. The final day for the meal program will be Thursday, July 31.
- The Children's and Teen 2025 Summer Library Programs (SLPs) have been going strong during the month of July, with both programs slated to conclude July 31. In addition to craft activities and storytimes, Wildlife Encounters was held on July 5, an Audiobook Campout was held July 11, Pokemon Jigsaw Mania and Minecraft Bingo were held July 16, and a Lego Challenge was held July 20. Children are also participating in the ongoing reading challenge. In the Teen area, youths took part in two babysitting certification courses, participated in the Tiny Art Show, could make their own Air Plant Terrarium, learn about the Art of Henna and enjoy DIY Fidget boards. The reading challenge is also ongoing for young adults.
- The Youth Services Department of the Bellevue Public Library will be hosting their annual National Night Out Event at the library on Tuesday, Aug. 5, from 5 to 6:30 p.m.
- The Adult Services Department of the Bellevue Public Library offered Gentle Chair Yoga on July 20 and Book Bingo on July 21. In addition, other activities besides crafts and book clubs, included Making Moments: Summer Wreaths, and a Retro Remix: Screening of Clue the Movie. In August, the department will host the Ring of Flutes musical group in a free performance on Saturday, Aug. 26, starting at 2:30 p.m.
- The Bellevue Public Library again served as a collection point for Bellevue Better Together, where community members could drop off school supplies to be used to assist students in need in the Bellevue Public School District. The final collection date was July 26.
- The Friends of the Bellevue Public Library have donated two large "snake" plants which add an attractive element to the vestibule of the main entrance to the library.
- Per their bylaws, the Bellevue Library Advisory Board does not meet in the month of July. Their next regular meeting will be Wednesday, Aug. 20.



City of Bellevue

Fire Department

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

Bellevue Fire Department Council Report

Report Date 7/29/2025

A. General Items:

- QA/QI
- Paramedic students are in their last month of class now, all are working on team leads and doing well
- Chest Pain Center (UNMC) committee meeting
- Stroke Committee Meeting (BMC)
- Continuing work on blood products project
- Continuing to work on converting to ESO
- New portable radio deployment police and fire.

B. Training:

- Dr. Ernest is doing run reviews with all shifts over the next few weeks
- Portable and Floatable pump training.
- Confined space rescue training
- Trench rescue training.
- Stroke lecture

C. Inspections:

- Plan review remodel 2903 Samson Way # 101.
- Plan review 7727 S. 22nd St.
- Plan review 10217 S.25th St.
- Normandy site plan meeting.
- Fire alarm plan review 2040 Gregg Road.
- Plan review suppression hood VFW.
- 18 Firework Stand inspections
- Tregaron Senior Complaint Inspection for lockboxes
- 17505 Harlan Lewis Rd. Hydro Test
- Tregaron Senior Complaint Inspection for chirping smoke detectors.
- Fire Watch follow up for 1403 Galvin Rd. S
- The Alley Final Inspection
- Pat and Wally's Liquor License Inspection





City of Bellevue

Fire Department

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D. Fire Prevention/Public Education

The BFD had 9 encounters with the community via Fire Prevention in June.

- 2 New Smoke and CO detector installs
- 1 Detector battery replacement encounters for elderly citizens
- 4 Whole house detector swap outs.
- 1 Fire Dept visit with rig show off
- 1 Station Tour

E. Calls: June 24th thru July 28th

Fire – 196

Rescue – 466

F. Ambulance Billing

June 1-30,2025

\$ 283,087.00 in claims sent to health insurance companies June 1-30, 2025 (323 insurance claims).

<\$127,389.15> approximate amount we will have to write off due to mandatory adjustments/write-offs

(45% of \$283,087.00)

=====

\$ 155,697.85 is the anticipated, approximate net revenue from these insurance billings
Deposited into Bank:

\$ 147,831.46 deposited into the bank June 1-30, 2025

9,225.35 additional revenue in Credit/Debit/HSA card payments

=====

\$ 157,056.81 TOTAL June 1-30, 2025 rescue fee revenue

\$ 329,772.08 This figure represents the total "patient responsibility" balance due for the past 30-180 days.



City of Bellevue

Fire Department

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

F. Manpower Report Staffing

Staffing Report from 6/23/2025 through 6/29/2025

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

Staffing Report from 6/30/2025 through 7/6/2025

Monday	AM	E41	3 Person	
Monday	PM	E41	3 Person	
Tuesday	AM	Full		
Tuesday	PM	T21	3 Person	
Wednesday	AM	E1, E31	3 Person	
Wednesday	PM	E1, T21, E31, E41	3 Person	
Thursday	AM	E1, T21, E31, E41	3 Person	
Thursday	PM	E1, T21, E31, E41	3 Person	
Friday	AM	E41, T31 3 Person	E41 Closed	
Friday	PM	T31 3 Person	E41 Closed	
Saturday	AM	E41 Person	T21 Closed	NO EMS
Saturday	PM	E41 Person	T21 Closed	NO EMS
Sunday	AM	T21, E31, E41	3 Person	
Sunday	PM	T21, E31	3 Person	





City of Bellevue

Fire Department

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Staffing Report from 7/7/2025 through 7/13/2025

Monday	AM	Full		NO EMS
Monday	PM	Full		
Tuesday	AM	E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E1, T31	3 Person	
Wednesday	PM	E41	3 Person	
Thursday	AM	T31	3 Person	
Thursday	PM	Full		
Friday	AM	E1, E31, E41	3 Person	
Friday	PM	E1, T21, E31, E41	3 Person	
Saturday	AM	E1, T21, E31, E41	3 Person	
Saturday	PM	E1, T21, E31, E41	3 Person	
Sunday	AM	E41 Person	E1 Closed	
Sunday	PM	E1, T21, E31, E41	3 Person	

Staffing Report from 7/14/2025 through 7/20/2025

Monday	AM	T21, E31	3 Person	
Monday	PM	T31	3 Person	
Tuesday	AM	E1	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E1, E41	3 Person	
Wednesday	PM	E1, T31, E41	3 Person	
Thursday	AM	T31	Closed	NO EMS
Thursday	PM	T21	3 Person	
Friday	AM	E1, T31	3 Person	
Friday	PM	E1, T31, T21	3 Person	
Saturday	AM	T31 3 Person	E1 Closed	
Saturday	PM	T21, T31, E41	3 Person	NO EMS
Sunday	AM	E41 3 Person	T21 Closed	
Sunday	PM	E41 3 Person	T21 Closed	



City of Bellevue

Fire Department

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Staffing Report from 7/21/2025 through 7/27/2025

Monday	AM	T21, E31	3 Person	
Monday	PM	T21, E31	3 Person	
Tuesday	AM	E1, T31, E41	3 Person	
Tuesday	PM	E1	3 Person	
Wednesday	AM	Full		
Wednesday	PM	T21, E41	3 Person	
Thursday	AM	E1, T31, E41	3 Person	
Thursday	PM	E1, T31, E41	3 Person	
Friday	AM	T21, T31, E41	3 Person	
Friday	PM	E1, T31, E21	3 Person	
Saturday	AM	E1, T21	3 Person	
Saturday	PM	E1, T21	3 Person	
Sunday	AM	E1, T21, E31, E41	3 Person	
Sunday	PM	E1, T31, E41	3 Person	



City of Bellevue

Fire Department

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Financials

The full year forecast remains the same. The preliminary financial forecast shows a favorable variance to budget due to lower-than budgeted expenditures (less spending on the waterpark) and higher-than budgeted revenues (grants and revenue from the state). Many of the variances are timing issues and, at this time, the city is expected to perform as budgeted for the full year.

Debt

The city continues to manage its debt. The bonded indebtedness of the City is \$102,820,000 at 6/30/2025.

Finance Department

No further information at this time.



We Influence The World!

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

Public Works Director's Report

July 31, 2025

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

Public Works Administration:

- Working with Consultant to develop PW Dept Strategic Plan
- 2025 Construction Projects Underway
- 2025/26 Budget and C.I.P.

Engineering:

- Various project management projects
 - 2025 Concrete Rehab Projects
 - Mission Ave Streetscape Project
 - Haworth Park and Bluff Street Lift Station Project
 - 2025 Asphalt Overlay Projects
- Planning and P&I plan review as needed
- Projecting 2026 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Summer Programs Ongoing
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed

Street Maintenance:

- Repairing signs and facilities damaged in recent windstorms

- Pothole repairs
- Sign and signal repairs
- Summer maintenance operations ongoing
- Concrete and asphalt repairs

Waste Water:

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

Fleet:

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Misc Painting jobs
- Typical maintenance all city facilities