

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

Tuesday, August 19, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Chris Hemmelman, First City Church, 1908 Lloyd 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. (*) Acknowledge receipt of the July 24, 2025 Planning Commission Minutes.
 2. (*) Approval of the August 5, 2025 City Council Minutes.
 3. (*) Authorize staff to pay claims pertaining to the 2024-2025 Fiscal Year Budget, ending September 30, 2025. (Finance Director)
 4. (*) Acknowledge receipt of July 8, 2025 Tree Board Minutes.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
 - a. Presentation on Bellevue Bay Indoor Waterpark Project (Economic & Community Development Director)
 - b. Presentation on the Proposed 2025-2026 Budget. (Finance Director)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd 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.
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4192: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill. (Budget Committee)
 - b. Ordinance No. 4193: Compensation Ordinance as Updated. (HR Director)
 - c. Ordinance No. 4194: Request to amend Section 5.17, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay. Applicant: Great Lakes Capital. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
 - a. Resolution No. 2025-16: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2025. (City Clerk)
 - b. +++ Resolution No. 2025-17: Approve grant application to the NE Game and Parks for the

American Heroes Park Improvement project and authorize the Mayor to sign. (Public Works Director) **(Public Hearing Required)**

16. CURRENT BUSINESS:

a. Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss. (City Clerk)

b. Approve the updated Purchasing Policy Procedures, updated on May 8, 2025. (Finance Director)

c. Approve and authorize the Mayor to sign an Agreement with Lockton for renewal of the Employee Wellness Program for FY 25/26, in an amount not to exceed \$22,500.00. (Risk Manager)

d. Approve the purchase of a 2025 Etnyre ECS400 Crack Sealer from Road Builders Machinery and Supply, priced per Sourcewell Contract, in an amount not to exceed \$81,500.00. (Public Works Director)

e. Approve and authorize the Mayor to sign a Proposal to purchase a new flagpole to replace the existing pole at Washington Park, in an amount not to exceed \$15,489.00. (Public Works Director)

f. Approve and authorize the Mayor to sign Change Order #1 and the Notice to Proceed with Sak Construction, LLC for the additional work on the Olde Towne Cured-in-Place-Pipe (CIPP) Rehabilitation Package, in an amount not to exceed \$811,795.50. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(August report will be attached to the September 2nd meeting)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

Bellevue Planning Commission Meeting, July 24, 2025, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, July 24, 2025, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Bennett, Sims, Taylor-Jones, Hankins, Yoder, Ackley, Lasenburg, and Perrin. Absent was Commissioner Aerni. Also present was Angela Curry, Assistant Planning Manager, and David Goedeken, Public Works Director.

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

Hankins announced a copy of the Open Meetings Act was posted on the rear wall of the City Council Chambers.

Motion was made by Yoder, seconded by Lasenburg, to approve the minutes of the June 26, 2025, regular meeting as presented. Upon roll call, Bennett, Sims, Taylor-Jones, Hankins, Yoder, Lasenburg, and Perrin, all voted yes. Ackley abstained. Motion carried.

Hankins asked if there were any updates or additions to staff reports. Curry advised there was an update. She stated a letter was received from Hillcrest Freedom Village on agenda item 3.a. This item was provided to the Planning Commissioners and displayed publicly with the rest of the agenda packet. A letter from Bellevue Vision Clinic was provided at the meeting and copies were given to each Planning Commissioner.

Motion was made by Ackley, seconded by Taylor-Jones, to accept into the record all staff reports, attachments, memos, and handouts regarding each application and including those received after the agenda was presented. Upon roll call, all present voted yes. Motion carried unanimously.

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to amend Section 5.17, Zoning Ordinance, regarding the Planned Subdivision Overlay as it pertains to allowable density. Applicant: Great Lakes Capital. Case #: 188.

Hankins asked staff for updates. Curry stated letters were received from Freedom Village of Bellevue and Ms. Pillen, owner of Bellevue Vision Clinic.

Brent Beller, 11440 West Center Road, Omaha, NE, with Fullenkamp, Joebeun, Johnson & Beller, LLP, was present on behalf of the applicant. Beller stated Nick Goede and Ryan Durant were also present. Beller stated his objective was to explain the workforce housing and affordability for the proposed project and provide a better understanding of the request. Beller gave an overview of the proposed project. He stated there would be 96 units consisting of 22 one-bedroom, 45 two-bedroom, 19 three-bedroom, and 10 four-bedroom apartments. He stated they would put emphasis on the three- and four-bed units since options are very low for units of this size. He said amenities would consist of a playground, basketball court, and a garden on the west side. Beller explained workforce housing is not low-income housing. Low-income is 30% of area median income (AMI) and below, and workforce housing is 30% to 80% of AMI. He said for example, 60% AMI = \$67,000 and 80% = \$90,000 (single household) for individuals working in the service industry and similar jobs. Beller stated in 2020 the State Legislature created a statute which mandated cities to provide more workforce housing. He stated a roadmap was given and it included promulgating ordinances that would allow for flexibility in zoning codes, provide incentives, and encourage a lax in zoning standards; all to provide for workforce housing. Beller stated the applicant will be requesting a rezoning to RG-8-PS (General Residential, 800 square foot per unit, -Planned Subdivision Overlay) for the proposed project at the August Planning Commission meeting. He said the lowest density allowed under the RG-8 zoning is 800 square feet per unit and with this text amendment they are requesting a density of 675 square feet per unit. Beller stated the cost for this project only works with assistance from TIF (Tax Increment Financing) and NIFA (Nebraska Investment Finance Authority). Beller stated NIFA would provide low interest bonds and tax credits under the Qualified Action Plan, and in addition to three-bedroom and four-bedroom housing they must include smaller units. He stated LB866, a Nebraska bill officially titled "Adopt the Municipal Density and Missing Middle Housing Act and the Middle-Income Workforce Housing Investment Act" proposed high density residential along the Highway 370 corridor. Beller stated the report says the City of Bellevue needs to provide 559 workforce housing units by the year 2027. He said their project would provide 96 units towards the 559 units. Beller said to provide what NIFA encourages for affordable housing for the city will include high density residential along the major corridors.

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

MINUTE RECORD

Bellevue Planning Commission Meeting, July 24, 2025, Page 2

closed the public hearing.

Ackley stated higher density residential has been a topic for discussion within the planning realm in terms of what cities should be doing to obtain higher density and infill development. He stated ADUs (Accessory Dwelling Units) are being considered in neighboring cities and those would allow more than one single family residence on one lot. Ackley stated some previously approved single family residential plats have come back through to the Planning Commission with requests for an amendment to combine several single-family lots for the purpose of facilitating multi-family housing. He said with the current cost of housing, the goal was to become more cost effective by allowing for a higher density and more overall units. Ackley stated this text amendment request would allow for more density and it is not targeted at any one specific application. He said the -PS overlay requires site plan approval be granted by City Council and therefore, density would be approved on a case-by-case basis. Ackley stated he would be supporting this amendment. Yoder agreed and stated Omaha already allows for much higher density than Bellevue or other Sarpy County cities. He said this is the next step in revitalization.

MOTION was made by Ackley, seconded by Yoder, to recommend APPROVAL of a request to amend Section 5.17, Zoning Ordinance, regarding the Planned Subdivision Overlay as it pertains to allowable density. Applicant: Great Lakes Capital. Case #: 188. APPROVAL of the amendment as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on September 2, 2025.

PUBLIC HEARING was held on a request to rezone Lot 6, Tiller's 4th Addition from BG to RG-8-PS, with site plan approval, for the purpose of multifamily residential development. Applicant: Ehrhart Griffin & Associates. General location: 1724 Wilshire Drive. Case # Z-2506-06.

Hankins asked staff for updates. Curry stated, the applicant is requesting a continuance for this agenda item to the August 28, 2025, Planning Commission meeting.

Brent Beller, 11440 West Center Road, Omaha, NE, was present on behalf of the applicant. Beller stated the applicant has requested additional time to provide information to the Planning Department.

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

MOTION was made by Ackley, seconded by Taylor-Jones, to CONTINUE to the August 28, 2025, Planning Commission meeting a request to rezone Lot 6, Tiller's 4th Addition from BG to RG-8-PS, with site plan approval, for the purpose of multifamily residential development. Applicant: Great Lakes Capital. General location: 1724 Wilshire Drive. Case # Z-2506-06. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be CONTINUED to Planning Commission for PUBLIC HEARING on August 28, 2025.

PUBLIC HEARING was held on a request to approve the 2026-2031 Capital Improvement Plan. Applicant: City of Bellevue. Case # 187.

Hankins asked staff for updates. Curry stated, there were no updates and gave a summary of the request. Curry stated the CIP (Capital Improvement Plan) is a community planning and fiscal tool that is used each year to coordinate capital improvements of a multi-year period, typically five to six years. She stated the project contains major projects and expenditures categorized as \$50,000 or more submitted by each department. Curry said the first year of the plan corresponds with the budget that will be presented to City Council next month.

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

Yoder asked if there were any plans earmarked for LB840. Curry stated she did not have a definitive answer for the future use of those funds. Yoder asked for an explanation for the ten million dollars set aside for the covered walkways at the development south near Platteview Road. Public Works Director David Goedeken stated installation of the covered sidewalk was a part of the agreement for the Goodlife District. He said a covered walkway between the waterpark and hotels was a requirement for the city to obtain these funds. He stated the funds were applied for through the State of Nebraska for the Entertainment District. Hankins asked if the city was going to install the sidewalks on Chateau Drive

MINUTE RECORD

Bellevue Planning Commission Meeting, July 24, 2025, Page 3

near The Alley. Goedeken said yes, a CDBG grant was received to fund the installation of the sidewalks.

Lasenberg asked if the one-million-dollar line item for bridge repair was slated for the South Fort Crook Road bridge repair. Goedeken said no. He stated the bridge repair item was placed in the CIP by the Street Superintendent and would be used for incidentals and repairs on all bridges. Goedeken stated the South Fort Crook Road Bridge is a different issue and that bridge would be closed for a while.

Ackley stated that LB840 was placed in the CIP each year however it is not earmarked for a specific item.

Yoder asked if there were any plans for Mission Avenue sewer improvements. Goedeken stated the Mission Avenue streetscape project will include sanitary sewer replacement and storm sewer upgrades along Mission Avenue and the entire downtown corridor. He said the work will begin this summer. Yoder stated sewer was an issue for development in this area. Goedeken stated the sewer lines are old and the plans would include repair from Mission Avenue to the 22nd Street lift station. Yoder asked if these proposals tie in with the public meetings for streetscape improvements. Goedeken said yes it does.

MOTION was made by Ackley, seconded by Lasenburg, to recommend APPROVAL of a request to approve the 2026-2031 Capital Improvement Plan. Applicant: City of Bellevue. Case # 187. APPROVAL as presented. Upon roll all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on September 2, 2025.

Meeting adjourned at 6:36 p.m.



Angela Curry
Assistant Planning Manager

MINUTE RECORD

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8/19/2025

Bellevue City Council Meeting, August 5, 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 August 5, 2025 at 5:00 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 Assistant City Attorney Daniel Willis.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Troop 464, Bellevue Lion's Club led the Pledge of Allegiance. Pastor Dave Scrobeck, Spirit Life Church, 4815 Harrison Street, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

Motion was made by Preister, seconded by Burn, 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 Casey, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the July 15, 2025 Special Meeting Minutes-Appeal Hearing; Approval of the July 15, 2025 City Council Minutes; Acknowledge receipt of 2024 Nebraska Humane Society Annual Report; Recommend the reappointment of Randy Bennett to the Civil Service Commission to serve a five-year term, ending May 2030; Recommend reappointments to the Building Board of Review for Dan Smith, term ending July 2030 and for Ralph Gladbach, term ending July 2029; 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; and Recommend the appointment of John Carrozza to the Bellevue Bridge Commission to serve the remaining term of Herb Barelman, ending August 2030. 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, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none; abstain: Preister. Motion carried.

SPECIAL PRESENTATIONS:

Presentation on Smart Meters by Mr. Tim McAreavey, Customer Service Vice-President, with OPPD.

Mr. Tim McAreavey, Customer Service Vice-President, provided a presentation on Smart Meters. Further discussion followed.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second 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)

MINUTE RECORD

Bellevue City Council Meeting, August 5, 2025, Page 2

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 for the second time and a public hearing was held.

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

Mr. Kyle Vohl, E & A Consulting, 10909 Mill Valley Road, explained the proposed project is on the Southwest corner of 42nd Street and Hwy 370. He stated in March 2025, the City Council approved a similar preliminary plat. The differences between the previous preliminary plat and the current preliminary plat is on the far western corner, the removal of the road that dips north south and instead continue the east west road. Mr. Vohl requested approval to the modifications on the preliminary plat.

Councilwoman Welch requested clarification on the overhead map Mr. Vohl presented. Mr. Vohl provided a description. She clarified Shannon Drive will run clear through the development. Mr. Vohl provided an overhead of the new preliminary plat explaining it shows the proposed right-of-way continuing east/west directly through. The elimination is the north/south public street off Maass Road. Discussion followed on the traffic flow. Mr. Vohl mentioned a traffic study was done. Most of the traffic comes from 42nd Street. He advised another lane will be added to 42nd Street and traffic signal modifications to the interchange on 42nd Street and Hwy 370.

Councilman Preister referred to traffic concerns addressed in a letter from Mr. Steve Hermansky. He clarified most of traffic will be off 42nd Street. Mr. Vohl stated that is correct. The traffic study has been reviewed by the City of Bellevue and Nebraska Department of Transportation (NDOT). The improvements to 42nd Street and Hwy 370 Interchange will include adding a second-turn lane, traffic signal, and additional lane to south bound traffic. There will be lanes southbound and two lanes northbound.

Councilman Preister questioned what type of business will be added to the development and what the activity and sound level will be. Mr. Vohl stated there are no specified users or contracts at this time.

Councilman McCaw referred to the new route out, on 42nd Circle, clarifying it dead ends and you would only be able to head south. Mr. Vohl explained there is a continuation to the west, but it goes into one of the businesses. He stated the Public Works Department commented to remove the cul-de-sac at the north end of 45th Street and turn that into a T Intersection.

Ms. Theresa Giorlando, 11603 Bay Circle, expressed concerns with security, safety, and privacy. She stated she has concerns with the hours of the business that could go into the proposed commercial development and the density of the apartment complex. She questioned if there are any limitations that can be set for the business for quietness and to not impose on the nearby residential area.

Mrs. Tammi Palm, Planning Director, explained the proposed zoning is BG, which is a very similar zoning all along the Hwy 370 Corridor. The zoning request allows for any permitted uses in the BG zoning district, similar to Twin Creek Development. She explained it would be up to City Council to impose restrictions. Typically, that would be difficult long-term and has not been done thus far.

Councilwoman Welch questioned if a business would have to come to the City Council individually for approval. Mrs. Palm explained if it is a permitted business under BG zoning it would be allowed. The RG-20-PS requires site plan approval and would need to go to the City Council for approval.

Ms. Giorlando requested the City Council look at the commercial business request and the impact it will have on the neighborhood. She questioned what the limitation and plans are for the multi-family development. Mrs. Palm stated the current request is for RG-20, medium density zoning for multi-family. The RG-20 allows for 2,000 square feet of lot area per dwelling unit. The developer is requesting the PS overlay request. When plans are submitted, there will be more information on the number of units and heights of the buildings and will require City Council approval. Ms. Giorlando questioned if there is a calculation on the number of units. Mrs. Palm stated 120 units would be maximum. More details will be provided when they come back for site plan approval.

Ms. Giorlando questioned if a stipulation can be placed to provide some type of buffer. Mrs. Palm explained there are two outlots that abut Maass Road. She advised outlots are unbuildable, therefore no structures will be developed on them. She stated with a multi-family residential use there is a hefty landscaping requirement. They will have to do a 15-foot-deep landscaped area along the street frontage. This will need to include trees and shrubs per unit, and the parking lot will need to have 19 square feet of landscaping per parking stall. This will be part of the site plan process and the city requires a landscaping plan.

Ms. Giorlando questioned what the time line is and what happens next. Mrs. Palm explained this is the public hearing for the rezoning and preliminary plat. The third reading will be the vote on August 19th. If approved the developer will submit the final plat. The final plat is a formality and should conform to the preliminary plat. From that point on, it is up to the developer how quickly it gets developed.

Ms. Charmaine Howard, 11601 Bay Circle, has concerns for the displacement of wildlife. She feels this isn't the proper location for the development and has concerns on the negative impact it will have on the neighborhood.

MINUTE RECORD

Bellevue City Council Meeting, August 5, 2025, Page 3

Mr. Larry Reasoner, 4906 Shoreline Circle, explained if the traffic coming out of the development uses the newly proposed road, down 45th Street, across Maas Road over to 48th Street, up to the corner of 48th Street and Hwy 370 there will be an increase in traffic.

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.

Mayor Hike stated the third and final reading will be held at the Council meeting on August 19, 2025.

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.

This public hearing was held in conjunction with the rezoning request. Mayor Hike mentioned no action was required on this item.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4189: An ordinance amending Chapter 23, Articles I to IV regarding peddlers. (City Clerk)

Ordinance No. 4189: An ordinance to amend Chapter 23, of the Bellevue Municipal Code 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.

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

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by Collins, to approve Ordinance No. 4189: An ordinance to amend Chapter 23, of the Bellevue Municipal Code 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. 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.

Ordinance No. 4190: An ordinance to repeal Chapter 23, Article V, of City Code regarding sales of secondhand goods. (City Clerk)

Ordinance No. 4190: An ordinance to repeal Chapter 23 Article V, of the Bellevue Municipal Code regarding sales or secondhand goods and to provide an effective date was read by title only.

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

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by Collins, to approve Ordinance No. 4190: An ordinance to repeal Chapter 23 Article V, of the Bellevue Municipal Code regarding sales or secondhand goods and to provide an effective date. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none. Motion carried.

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)

MINUTE RECORD

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

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 was read by title only.

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

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

Mr. Rob Woodling, 1886 S 126th Street, Omaha, NE, was present on behalf of Foundations Development LLC. He explained his company would like to develop this property into a mixed income senior affordable housing development.

Mayor Hike questioned why there are so many apartments being built. Mr. Woodling replied there was a market study done for senior affordable housing in the Omaha and Sarpy County area. There is a significant need for senior affordable housing.

Councilwoman Welch clarified this is just for the purchase of the land and once they develop it will have to go through the process before the City Council. Mrs. Palm replied correct.

Councilman Preister stated he believes the address is incorrect in the agreement.

Mr. Michael Kaufman, CBRE Real Estate, 11213 Davenport Street #300, Omaha, confirmed the address in the purchase agreement is incorrect and it will be corrected.

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

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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)

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

Mr. Tracey Colgrove, 119 W. Mission Avenue, explained the hours are expanded hours to allow for setup and cleanup. He is excited about the event and giving back to the community.

Councilwoman Welch questioned if there will be live music. Mr. Colgrove explained there will be music and food trucks, along with engaging local churches.

Mayor Hike questioned if there was going to be security and how the parking issue will be addressed. Mr. Colgrove explained where parking will take place. He will also be bringing in portable restrooms. There will be members there for security and helping with parking.

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 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.

Motion was made by Casey, seconded by Welch, to waive the \$50.00 event application fee. Roll call vote to approve the amended as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, August 5, 2025, Page 5

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

RESOLUTIONS:

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)

Motion was made by Welch, seconded by Collins, to approve 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.

Councilman Preister mentioned the money can only be used for certain approved items. He requested clarification on the use that is allowed.

Chief Ken Clary explained that the use of funds is for treating drug problems, whether mental, physical health problems. The first responders can utilize it for certain types of interventions or opioid type calls. The city has partnered with the county for healthcare follow-up to people with opioid addictions.

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 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)

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

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

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)

Motion was made by McCaw, seconded by Collins, to approve and authorize 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. 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 1 to Agreement with HDR for the Landings Lift Station Upgrades Project, in an amount not to exceed \$61,820.00. (Public Works Director)

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

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

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

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

MINUTE RECORD

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

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

Motion was made by Burns, seconded by McCaw to 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.

Councilman Preister mentioned this seems like a good project, but so expensive. H. 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. He questioned the rationale when Olde Towne Bellevue hasn't been developed. He questioned what the prioritization is.

Mr. Jim Ristow, City Administrator, commented the sewer project is the priority. In doing the sewer project, you also do the streetscape on top of it. He explained it doesn't make sense to tear it out, replace the sewer, and in two years come back to do the streetscape. The sewer system downtown is probably the highest priority in the system.

Mr. Dave Goedeken, Public Works Director, stated the sewer system is approximately 100 years old.

Councilman Preister requested clarification if most of the expense will be for the sewer. Mr. Goedeken stated he wouldn't say a majority, but a good portion of it. They are replacing the sanitary sewer that is there as well and upsizing it as well to have greater capacity. They are also revamping the storm sewer system and making the area more walkable with parking configuration and landscaping. Discussion followed on the utility companies previously being contacted.

Councilman Preister stated he has long advocated doing the sewers in Olde Towne and older areas faster than they are being done. He questioned if there is anything connected in the area that can be done at the same time. Mr. Goedeken stated the city has been doing some project now that are related.

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

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

Mr. Matthew Milligan, 14611 South 24th Street, stated he is a business owner in Olde Towne and is in support.

Mr. Tracey Colgrove, 119 W. Mission Avenue, owner of the Lighthouse, supports the request, specifically to the sewer. He believes this will beautify the area and slow down traffic. He is excited for the project.

Councilman Preister questioned if the other businesses are engaged, so it isn't just the city investing. Mr. Colgrove stated he believes there are already businesses investing.

Mayor Hike stated it amazes him how fast traffic moves on Mission Avenue. The traffic needs to be slowed down, and it needs to be made business friendly.

Councilman Burns stated this is long time coming. Improving the underground infrastructure will provide support to those who want to develop and connect into the sewer system. The city also needs to show they are invested in the area to future developers.

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

Mayor Hike declared the public hearing closed.

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

MINUTE RECORD

Bellevue City Council Meeting, August 5, 2025, Page 7

Motion was made by Collins, seconded by McCaw, to 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. 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 is attached to Council Packet)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by , seconded by , the meeting was adjourned at 6:31 p.m.

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

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on August 5, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/19/2025		SUBMITTED BY: Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
 Authorize staff to pay claims that pertain to the FYE2025 budget year.

SYNOPSIS/BACKGROUND:
 To authorize finance to pay bill that are received after the last Council meeting but prior to September 30th for goods that have been received and services that been rendered. The paid bills ("claims") will be on the October 7th agenda for final approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
 Authorize staff to pay claims that pertain to the FYE2025 budget year.

- ATTACHMENTS:
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

*5b4.
8/19/2025



City of Bellevue
Tree Board Minutes
July 8, 2025

Attendance - Don Preister, Scott Evans, Tom Mruz Kathy Radosta, Nancy Scott, Kay Hegler, and Deborah Woracek were present. Rob Clatterbuck was absent. Tom Mruz presided over the meeting.

Volunteer hours and miles - Deborah had a hard copy of the hours and miles file available for people to update their contributions.

Minutes of the previous meeting – Kathy made a motion to approve the minutes of the June 10, 2025, meeting, Kay seconded the motion. All present approved. **Deborah will send them to the City of Bellevue to be filed.**

Parks Report – As Jim Shada was not in attendance, Tom asked if anyone had a Parks Report. Don reminded the Board Members about the huge attendance at the celebration for the opening of American Heroes Park's new playground. Deborah noticed the new pickleball court at Everett Park looks almost finished.

Old Business

Bellevue 411 – articles – Don reported he has given most of the articles that Scott has written to Phil Davidson for publication. Don has kept a few articles in reserve. Kathy asked if the Board has an archive of past articles. A discussion followed on how best to store them. Nancy suggested we obtain a part of Green Bellevue's Google Drive so that all would have access to the archive. **Don will contact Green Bellevue about it. Scott will email Kathy past articles for her to archive.** Scott mentioned that he has also written some articles on single plant species such as Dame's Rocket

Tree inventory – Don pointed out that we were unable to set up a Tree Plotter training session with Jo Langabee. Nancy reminded all that she will be out of town for three weeks, starting on July 9. **Don will contact Jo and try to set up possibly two meetings so more members can learn the Tree Plotter software.** Tom explained to the new members that Jo has the inventory set up in a rotation using a different quadrant of the city each year. Jo has completed them and was ‘catching up’ with newly annexed areas and city properties.

Winter Projects updates - Kathy had questions about the displays she is working on for our public events. A discussion ensued covering the pros and cons of wooden A-frames and trifolds, etc. vs. tree shaped displays. Several options were brought up for Kathy to work on. Nancy suggested she contact Image 360 at 2020 N. 83rd St, Omaha, for further ideas. Kay Hegler brought up the idea of using a commercial folding easel and tent stakes to hold the display down on windy days. Don would like to have something that is wind and rain resistant while also being light weight. He has the trifold that we used in the past. **Kathy will continue to work on this.**

Kathy found that Amazon has a package of 6 of the requested clickers for Prime Days available now. Don said If she sent him the invoice that he would take care of it for the Tree Board.

Don would like the Board to discuss and set up another tree pruning workshop during one of our winter meetings.

Monthly duties timeline review – Tom and Deborah read through the current bulleted monthly duties.

Don reminded us that he has, in the past, asked a Parks staff member to fill out the Tree City USA annual application. **As he has not heard a reply he will ask again.**

Kathy thinks we should have grant deadlines incorporated into the duties. This should be about 2 months in advance of the grant deadline. She will give the dates to Deborah to add to the list.

New Business

List of schools where trees were planted by BTB – Don passed out a list of all area schools. A discussion about which schools have not had a tree planted by the Board was inconclusive. **This will need to be figured out. Don will survey Betz Elementary.** He mentioned that we can plant for Arbor Day any time of the year, not just in April. **The Board is to look at any schools near them for possible sites for planting.**

Shirt prices – Kathy brought the prices for t-shirts, polos, and sweatshirts from **Big Ink.** They offered many different options. All present who are familiar with the

Green Bellevue shirts that wick away moisture agreed to not have that material. **Kathy will email all colors and prices after the meeting.**

Tom brought up that he needs more of his chemicals for checking tree lines, etc. He has only seen a solution of 7% and he usually get 100% and dilutes it to 30%. In the past he has gotten the chemical from the Parks Department's supply. Scott told him that it is not a restricted use chemical, and he could purchase 100% at the store located at 168th & Center, Omaha. **Don offered to reimburse him if he gives him the invoice.**

Arrows to Aerospace Parade – The parade is scheduled for Saturday, August 16, 2025. We are meeting on Lincoln Road near the front of the parade line up to march with Green Bellevue. Don reminded us to meet at 9:30 with the parade running from 10-12. Kay mentioned that she does not have a Green Bellevue shirt. **Tom offered to give her one of his Green Bellevue shirts.**

Don reminded all present that he had sent the information about the Tree City USA event coming up. It will be held in Kearney on August 21. **Don will forward any updates he receives about the event.**

Tree Festival - Don announced the MUD work at Banner Park has been completed so we can have the Tree Festival in conjunction with the Veteran's Memorial Forest planting in September. He has spoken with the city grant writer to look for funds to pay for the trees and has the approval of the City Council for the event. Don explained that we recently planted 20 trees there and would only need about 30 trees to plant for the Memorial Forest. Scott suggested we just plant the memorial trees this year. After discussing the time constraints involved and past plans, it was decided to plant 30 trees for the statewide Veteran's Memorial Forest in late September and to plan a Tree Festival for 2026. A tentative date of September 27 was decided as there is not a Husker football game that day. **Don then suggested that Tree Festival plans be added to our winter projects.**

Tom asked for any further business. There being none, Kay and Don made a motion and a second that we adjourn the meeting. All approved the motion. Deborah announced the next meeting will be on August 12 at 9am.

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

Tentative Agenda for August 12, 2025
Attendance
Volunteer Hours to Deborah
Approve/not approve Minutes of July 8th meeting
Parks Report – Jim:

Tree watering:

Old Business

Bellevue 411 – articles

Tree inventory/Tree Plotter Program

Arrows to Aerospace Parade

winter projects ideas/needs.

Tree festival update

Shirts update

New Business

MINUTE RECORD

6.
8/19/2025

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 1

MAYOR

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	46.42
		<u>\$ 46.42</u>

CITY ADMINISTRATOR

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	92.84
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	39.36
CAPITAL BUSINESS SYSTEMS, INC	2025/06/20-07/19 COPIER EXPENSE	102.45
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	31.46
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	3,938.16
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	128.61
		<u>\$ 4,503.40</u>

CITY COUNCIL

UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	28.42
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	28.42
		<u>\$ 56.84</u>

LEGAL

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	139.26
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	6.95
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	4,417.67
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	85.26
		<u>\$ 4,734.40</u>

CABLE ADVISORY

AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	2025/08/15-12/31 MUSIC LICENSE	166.88
AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	2026/01/01-08/14 MUSIC LICENSE	278.13
AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	2025/01/01-08/14 LICENSE FEE ADJ	6.87
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	46.42
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	34.73
BMI	2025/01/01-12/31 MUSIC LICENSE	889.00
COX BUSINESS SERVICES	2025/07/19-08/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	4,425.20
SESAC INC	2025/01/01-12/31 MUSIC LICENSE	1,888.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	56.84
		<u>\$ 7,857.95</u>

CITY CLERK

BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	60.21
CAPITAL BUSINESS SYSTEMS, INC	2025/06/26-07/25 COPIER EXPENSE	196.36
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	15.73
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	2,399.19
SARPY COURT COUNTY CLERK	FILING FEES	16.00
ONE SOURCE	2025/07/01-08/01 BACKGROUND CHECKS	220.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	56.84
		<u>\$ 3,021.17</u>

MINUTE RECORD

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 2

FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	224.94
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	50.94
CAPITAL BUSINESS SYSTEMS, INC	2025/06/20-07/19 COPIER EXPENSE	350.26
CAPITAL BUSINESS SYSTEMS, INC	2025/06/21-07/20 COPIER EXPENSE	8.35
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	15.73
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	7,192.45
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	255.78
		<hr/>
		\$ 8,384.23

LIBRARY

BAKERS	BOTTLED WATER	2.78
CAPITAL BUSINESS SYSTEMS, INC	2025/06/30-07/30 COPIER EXPENSE	193.58
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	349.96
CENTURY LINK	2025/07/11-08/10 MONTHLY SERVICE	144.08
DEMCO	STATIONARY BOOKCASE	834.56
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	8,726.30
INGRAM LIBRARY SERVICES LLC	BOOKS	2,930.24
MATRIX BUSINESS SYSTEMS INC	2025/06/30-07/30 COPIER EXPENSE	18.62
RUFF WATERS, NC	2025/07/31M AQUARIUM MAINTENANCE & NEW STOCK	394.66
SCOTT WELCH	2025/08/31M WEB HOSTING & SUPPORT	125.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	255.78
VERIZON WIRELESS	2025/07/17-08/16 MONTHLY SERVICE	120.03
WALMART	THANK YOU CARDS	13.86
		<hr/>
		\$ 14,365.23

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	139.26
BENEFIT PLANS	2025/06/30Q PARTICIPANT FEE	1,055.00
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	39.36
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	15.73
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	11,234.53
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER MAINTENANCE	105.00
OLATHE FORD LINCOLN	2025 T-350 WHEEL CHAIR VAN	88,941.00
OMAHA PUBLIC POWER DISTRICT	2025/06/20-07/22 MONTHLY SERVICE	360.77
ONE SOURCE	2025/07/01-08/01 BACKGROUND CHECKS	145.50
TRANSNET, LLC	TRANSCRIPTION SERVICES FOR INVESTIGATIONS	804.14
UKG INC	2025/06/30M CONTRACTED OVERAGE FEE	3,141.70
UKG INC	SERVICE FEE-NEW BANK IMPLEMENTATION	1,000.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	255.78
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	1,848.09
		<hr/>
		109,371.64

CODE ENFORCEMENT

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	232.10
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	1.86
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	15.73
CLAYTON GRUHN	CUT DOWN, HAUL AWAY TREE-103 E 16TH	1,395.00

MINUTE RECORD

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 3

CODE ENFORCEMENT (cont'd)

EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	9,228.70
TRAVELERS	2025/07/31M PAID LOSS RECOVERY	171.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	198.94
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	812.71
		<u>\$ 12,254.98</u>

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INSTALL 2025/06/30-07/27	5,287.30
ALFRED BENESCH & COMPANY	BPW-250118 MS4 PERMITTING SVCS 2025/03/10-04/06	2,878.29
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	472.00
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	3.12
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	31.46
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	7,518.52
HOTEL AND LEISURE MANAGEMENT	PROPOSED HOTEL, AMUSEMENT ANALYSIS	7,500.00
MATRIX BUSINESS SYSTEMS INC	2025/07/31M COPIER EXPENSE	172.03
NEBRASKA IOWA SUPPLY COMPANY,	DIESEL FOR CITY TANKS	3,710.95
ONE CALL CONCEPTS	2025/07/31M LOCATES	1,387.89
ONE CALL CONCEPTS	2025/05/31M LOCATES	1,374.72
SARPY COURT COUNTY CLERK	FILING FEES	84.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	170.52
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	170.52
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	41.76
		<u>\$ 30,803.08</u>

PARKS

A-RELIEF SERVICES	2025/06/30-07/27 PORTABLE RESTROOMS- BICYCLE CLUB	103.00
A-RELIEF SERVICES	2025/06/30-07/27 PORTABLE RESTROOMS- HAWORTH PARK	103.00
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	86.46
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	93.36
CAPITAL BUSINESS SYSTEMS, INC	2025/06/18-07/17 COPIER EXPENSE	27.52
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	15.73
DAY ELECTRIC SERVICE, INC	INSTALL OUTLET FOR BUBBLER SITE	239.50
DAY ELECTRIC SERVICE, INC	REPLACE UNDERWATER CORDS FOR FOUNTAIN	3,632.71
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	8,007.37
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	9.10
OMAHA PUBLIC POWER DISTRICT	2025/05/30-07/01 MONTHLY SERVICE	100.12
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	3,003.46
OMAHA PUBLIC POWER DISTRICT	2025/06/20-07/22 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2025/06/23-07/23 MONTHLY SERVICE	474.61
OMAHA PUBLIC POWER DISTRICT	2025/06/25-07/25 MONTHLY SERVICE	71.72
SARPY COURT COUNTY CLERK	VEHICLE REGISTRATION FEE	32.00
SITEONE LANDSCAPE SUPPLY	SEED OIL	330.92
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	388.80
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	388.80
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	6,215.92
		<u>\$ 23,357.10</u>

MINUTE RECORD

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 4

RECREATION

AQUA-CHEM	CHEMICALS FOR POOLS	3,058.30
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	132.88
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	94.38
DAY ELECTRIC SERVICE, INC	REPLACE BALLASTS-BALDWIN FIELD, REPLACE OUTFIELD LIGHTS-SIGLER FIELD	3,270.25
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	5,290.54
ERICA YOST	REFUND POOL PARTY DEPOSIT	130.00
JOHN RYDZYNSKI	UMPIRE FEES	50.00
METROPOLITAN UTILITIES DIST	2025/06/13-07/15 MONTHLY SERVICE	364.16
OMAHA PUBLIC POWER DISTRICT	2025/05/30-07/01 MONTHLY SERVICE	60.74
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	2,057.97
OMAHA PUBLIC POWER DISTRICT	2025/06/20-07/22 MONTHLY SERVICE	1,887.85
OMAHA PUBLIC POWER DISTRICT	2025/06/23-07/23 MONTHLY SERVICE	41.08
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	1,001.39
		<u>\$ 17,610.06</u>

FACILITY MAINTENANCE

A & R ENTERPRISES	ADDITIONAL WORK FOR SIDEWALK EXPANSION	9,120.00
ADVANCED CARPET & AIR DUCT	CARPET CLEANING-PD BRIEFING ROOM	135.00
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	99.56
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	426.97
CARPENTER PAPER CO	JANITORIAL SUPPLIES	976.45
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	47.19
CERRIS SYSTEMS NORTH CENTRAL, INC	HEAT PUMP REPAIRS-PLANNING	2,252.60
CERRIS SYSTEMS NORTH CENTRAL, INC	HEAT PUMP COMPRESSOR-PLANNING	2,850.10
CERRIS SYSTEMS NORTH CENTRAL, INC	MAIN HP LOOP PUMP LEAKING	301.00
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	13,835.37
ENGINEERED CONTROLS	MAINTENANCE ON RELAYS-TRAINING SITE	478.00
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE ALARM INSPECTION-STREET	405.00
FIRE PROTECTION SERVICES, LLC	REPLACE PULL STATION-DIST 4	810.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES-DIST 2	1,131.01
IDEAL PURE WATER COMPANY	BOTTLED WATER	49.50
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	158.29
KEN BROOKE ROOFING, INC	INSTALL NEW ROOF AND GUTTERS DUE TO WIND DAMAGE-DIST 1	74,282.00
KEN BROOKE ROOFING, INC	INSTALL NEW ROOFING SYSTEM- DIST 1	11,220.00
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	1,286.82
OMAHA PUBLIC POWER DISTRICT	2025/06/20-07/22 MONTHLY SERVICE	482.27
OMAHA PUBLIC POWER DISTRICT	2025/06/23-07/23 MONTHLY SERVICE	46.52
ROCHESTER MIDLAND CORPORATION	2025/08/31M WATER ENERGY TEAM FIXED BILLING	370.00
SUN VALLEY LANDSCAPING	2025/07/31 PRAIRIE MAINTENANCE	1,680.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	255.78
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	931.87
		<u>\$ 123,887.08</u>

CEMETERY

A-RELIEF SERVICES	2025/07/12-08/02 PORTABLE RESTROOMS	199.00
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	46.42
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	83.55
CAPITAL BUSINESS SYSTEMS, INC	2025/08/06-09/05 COPIER EXPENSE	17.51
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	12.50
COX BUSINESS SERVICES	2025/07/22-08/21 MONTHLY SERVICE	91.99

MINUTE RECORD

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 5

CEMETERY (cont'd)

EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	3,065.29
OMAHA PUBLIC POWER DISTRICT	2025/06/20-07/22 MONTHLY SERVICE	355.10
PULVERENTE MONUMENT COMPANY,	MAHOGANY MAUS DOOR	75.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	426.47
		<u>\$ 4,543.35</u>

STREETS

ALFRED BENESCH & COMPANY	BPW-250104 VITY OVERLAY PROJECTS 2025/06/30-07/27	38,253.00
ALFRED BENESCH & COMPANY	BPW-250103 CDBG SIDEWALK IMP 2025/06/30-07/27	5,585.75
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD DESIGN 2025/06/30-07/27	5,169.00
ALFRED BENESCH & COMPANY	BPW-240101 MAJOR STREET RESURFACING 2025/06/30/07/27	5,008.64
ANDY VOSS	REIMB CDL LICENSE	64.00
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	272.14
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	144.23
BRAD RANDS	REIMB CDL LICENSE	64.00
BURRELL ENTERPRISES, LLC	BPW-250102 CONCRETE PROJECTS	114,622.25
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	78.65
SARPY COURT COUNTY CLERK	VEHICLE REGISTRATION FEE	14.00
CONTECH ENGINEERED SOLUTIONS,	CORRUGATED PIPE, RIVET	9,968.65
DREFS TREE SERVICE	CUT DOWN TREES-MIXED ADDRESSES	8,760.00
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	45,059.49
IA/NE CONCRETE PRODUCTS	CONCRETE	3,501.00
INDEPENDENT SALT CO	SALT/ICE CONTROL	1,622.06
MARTIN ASPHALT	BULK ASPHALT TACK	432.00
NL & L CONCRETE INC	BPW-250102 CONCRETE PROJECTS 2025/07/14-07/26	107,501.33
OMAHA PUBLIC POWER DISTRICT	2025/05/30-07/01 MONTHLY SERVICE	112.99
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	612.88
OMAHA PUBLIC POWER DISTRICT	2025/06/19-07/21 MONTHLY SERVICE	411.61
OMAHA PUBLIC POWER DISTRICT	2025/06/20-07/22 MONTHLY SERVICE	47.62
OMAHA PUBLIC POWER DISTRICT	2025/06/23-07/23 MONTHLY SERVICE	863.14
OMAHA PUBLIC POWER DISTRICT	2025/06/25-07/25 MONTHLY SERVICE	13,189.11
OMAHA PUBLIC POWER DISTRICT	2025/06/27-07/29 MONTHLY SERVICE	100,702.92
OMNI ENGINEERING	ASPHALT	831.34
READY MIXED CONCRETE COMPANY	CONCRETE	22,402.30
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	1,014.04
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	1,014.04
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	4,120.99
		<u>\$ 491,443.17</u>

FLEET MAINTENANCE

911 CUSTOM, LLC	RESTOCK COMPARTMENT LIGHT, SKID PLATE	597.52
ALLIED OIL & TIRE COMPANY	BULK AUTO TRANSMISSION FLUID & ANTIFREEZE	1,307.90
ARNOLD MOTOR SUPPLY	FRONT BRAKE PADS, ROTORS	53.95
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	46.42
AUTOMOTIVE WAREHOUSE DIST, INC	DAYCO SERPENTINE BELTS, TIE ROD, SPRAY BOTTLES	117.11
BAUER BUILT TIRE & SERVICE	TIRES-ST100	305.90

MINUTE RECORD

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 6

FLEET MAINTENANCE (cont'd)

BAXTER FORD	SCREW ASSY, OUTER DOOR SEAL, BACK SEAT CUSHION	260.14
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	49.82
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	47.19
CORNHUSKER INTERNATIONAL TRUCKS	CAMSHAFT SENSOR, INJECTION CONTROL	834.06
CUMMINS SALES AND SERVICE	EXH DFN PRESSURE SENSOR, V-BAND CLAMP, GASKET	585.76
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	24,736.50
GRAINGER	COATED GLOVES	20.88
INLAND TRUCK PARTS CO	DRIVELINE PART, FRONT AXLE -STEERING KNUCKLE-ENG21	2,506.88
LOGAN CONTRACTORS SUPPLY	HAND WINCH ASSY, TURN BUCKLE W/NUT FOR STOCK	451.51
MOTION INDUSTRIES	GREASE	56.90
NAPA AUTO PARTS	CABIN FILTERS, FLEETRANNER BELT, FRONT BRAKE ROTORS	549.22
NEBRASKA IOWA INDUSTRIAL	DRILL BITS, SCREWS, RIVETS	101.67
OMAHA PUBLIC POWER DISTRICT	2025/06/23-07/23 MONTHLY SERVICE	1,046.95
TOYNE, INC	CHROME DOOR HANDLES FOR STOCK	1,064.44
TRUCK CENTER COMPANIES-OMAHA	DEF FILTER KIT, PUMP	857.76
TY'S OUTDOOR POWER & SERVICE	SPINDLE GUARDS, WASHERS, WHEELS - PART FOR STOCK & PA427G	579.08
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	559.32
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	559.32
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	448.53
WALKERS UNIFORM RENTAL	FENDER COVERS SERVICE, FENDER COVERS	452.06
		\$ 38,196.79

SOLID WASTE

PAPILLION SANITATION	2025/07/31M TRASH HAULING FEES	372,454.35
PAPILLION SANITATION	2025/07/01-07/08 GLASS RECYCLING	465.56
		\$ 372,919.91

PLANNING

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	46.42
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	2.82
CAPITAL BUSINESS SYSTEMS, INC	2025/06/18-07/17 COPIER EXPENSE	94.57
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	15.73
CAKE SPECIALIST	RETIREMENT CAKE	109.99
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	2,212.60
SARPY COURT COUNTY CLERK	FILING FEES	56.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	85.26
		\$ 2,708.65

PERMITS & INSPECTIONS

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	645.54
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	3.77
CAPITAL BUSINESS SYSTEMS, INC	2025/06/18-07/17 COPIER EXPENSE	217.42
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	15.73
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	12,962.50
MJ SUPPLY	UNIFORM ITEM-MCBREEN	36.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	255.78
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	1,134.08
		\$ 15,526.60

MINUTE RECORD

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 7

POLICE

911 CUSTOM, LLC	40MM LESS LETHAL RELOAD KIT, SHIPPING	1,995.80
AARON JEZEK	REIMB FOR RENTAL CAR	41.58
AMAZON WEB SERVICES, INC	2025/07/31M AMAZON WEB SERVICE	1,056.73
A-RELIEF SERVICES	2025/06/26-07/23 PORTABLE RESTROOMS	199.00
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	4,407.08
AUTO BODY AUTHORITY	REPAIR HOOD ON CRUISER-UNIT 619	730.00
BELLEVUE ANIMAL HOSPITAL	VET VISIT-KADO	49.00
BENEFIT PLANS	2025/08/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	66.87
CCAP AUTO LEASE	2025/08/31M USPIS VEHICLE LEASE	696.68
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	125.84
CHALEKS AUTO BODY	BODY REPAIRS-UNIT 705	4,116.18
CULLIGAN OF OMAHA	2025/07/31M BOTTLED WATER	569.55
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	181,619.78
GALL'S, LLC	UNIFORM ITEMS FOR RESTOCK	795.30
GREAT PLAINS UNIFORMS	EMBROIDERY, PANTS	174.98
GRP & ASSOCIATES, IN	LARGE MEDICAL WASTE BOX	53.00
HOPE VALENTINE, LLC	2025/07/31M MENTAL HEALTH - 9 HOURS	1,350.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	120.00
ISAIAH ROSARIO	REIMB PER DIEM EXPENSES FOR TRAINING	374.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	100.97
JESSICA MANNING	REIMB PER DIEM FOR TRAINING	374.00
JIM SEVERN	REIMB PER DIEM FOR TRAINING	374.00
JOHN E STUCK	REIMB PER DIEM EXPENSES FOR TRAINING	306.00
JON HOBBS	REIMB PER DIEM FOR TRAINING	287.40
JUMPERS 4 YOU	BOUNCING HOUSES FOR NNO	1,065.61
MATRIX BUSINESS SYSTEMS INC	2025/07/31M COPIER EXPENSE	220.68
MATTHEW VANN	REIMB PER DIEM FOR TRAINING	287.40
NATHAN MOORE	REIMB PER DIEM EXPENSES FOR TRAINING	374.00
NE DEPARTMENT OF MOTOR VEHICLE	VIN PLATE REPLACEMENT	20.00
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	36.77
PERFECT SHOT, LLC	SPECIAL BLANK AMMO, SHIPPING	193.00
POLICE NARRATIVES AI	2025/08/01-09/30 POLICE NARRATIVES AI AGENCY SUBSCRIPTION	2,239.44
REVOLUTION WRAPS, LLC	CRUISER WRAP-UNIT 605	3,339.67
SARPY COUNTY FISCAL	2025/06/30Q LRMS SVCS, LAW RECORDS	17,309.41
SARPY COURT COUNTY CLERK	VEHICLE REGISTRATION FEE	5.00
STANARD & ASSOCIATES, INC	ENTRY LEVEL SELECTION TEST, MANUAL	1,705.00
THOMSON REUTERS - WEST	2025/07/31M ONLINE SOFTWARE SUBSCRIPTION	496.00
TRAVELERS	2025/07/31M PAID LOSS RECOVERY	227.00
TX PAPIILLION LLC	2025/07/31M CAR WASH	29.99
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	3,709.40
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	3,666.18
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	15,955.16
V & V MANUFACTURING	POLICE BADGES, FREIGHT	1,756.25
		<u>\$ 261,437.26</u>

FIRE & RESCUE

AIR CLEANING TECHNOLOGIES, INC	HOSE FOR AIR CLEANER FOR TRUCKS	593.50
AIRGAS USA, LLC	OXYGEN	135.74
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	1,940.98
BELLEVUE PRINTING COMPANY	BUSINESS CARDS-MCCORMICK	30.00
BLACK HILLS ENERGY	2025/06/30-07/30 MONTHLY SERVICE	110.12

MINUTE RECORD

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 8

FIRE & RESCUE (cont'd)

BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES (PHARMACY) & RESCUE EQUIPMENT & SUPPLIES	3,451.08
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	94.38
ED M FELD EQUIPMENT CO	PRESSURE RELIEF VALVE, AIR COMPRESSOR MAINTENANCE	1,008.86
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	131,859.64
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-SPENCER, STASKIEWICZ	221.75
HEARTLAND PNEUMATIC	AIR DRYER SER #73335-DIST 4	5,843.12
JONATHAN SCHAFFER	REIMB FOR FIRE BOOTS	195.00
KNOWLES LAW FIRM, LLP	REFUND FOR SERVICES	789.60
MACQUEEN EQUIPMENT, LLC	HANGING LETTER PATCH/NAME PLATES	167.83
MOTOROLA SOLUTIONS, INC	RADIO MANAGEMENT	1,149.50
OMAHA PUBLIC POWER DISTRICT	2025/05/30-07/01 MONTHLY SERVICE	1,587.01
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	2,217.55
OMAHA PUBLIC POWER DISTRICT	2025/06/20-07/22 MONTHLY SERVICE	1,079.57
OMAHA PUBLIC POWER DISTRICT	2025/06/23-07/23 MONTHLY SERVICE	2,946.48
OMAHA PUBLIC POWER DISTRICT	2025/06/25-07/25 MONTHLY SERVICE	860.86
PHYLLIS ZEITNER	REFUND FOR SERVICES	60.00
REDBACK USA	BOOTS-RICHARD & CIESLIK	337.93
SARPY COURT COUNTY CLERK	VEHICLE REGISTRATAION FEE	10.00
STRYKER SALES CORPORATION	NON-ABSORBANT RESTRAINTS	279.24
THE NEBRASKA MEDICAL CENTER	2025/06/30Q MEDICAL DIRECTOR	12,342.74
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	2,785.16
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	2,737.40
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	7,927.23
		<u>\$ 182,762.27</u>

NON-DEPARTMENTAL/CONTRACTS

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	0.00
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	223.79
GREAT PLAINS COMMUNICATIONS LLC	2025/08/31M MONTHLY SERVICE	479.56
NE-DEPARTMENT OF REVENUE	2025/07/31 SALES TAXES	2,250.48
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	279.24
SARPY COUNTY COURT HOUSE	2025/09/30M ANIMAL CONTROL	17,530.00
		<u>\$ 20,763.07</u>

INFORMATION TECHNOLOGY

GRAINGER	PIANO STYLE BOX FOR IT	1,699.84
INTERSTATE ALL BATTERY CENTER	BATTERIES, RECYCLING	488.80
MOTOROLA SOLUTIONS, INC	2 APX PORTABLE RADIOS FOR POLICE	19,904.10
MOTOROLA SOLUTIONS, INC	6 MOBILE RADIOS FOR POLICE	25,292.94
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	234.32
		<u>\$ 47,620.00</u>

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2025/07/31M BELLEVUE BAY INDOOR PARK	2,401.95
AMERICAN RESORT MANAGEMENT, LLC	2025/07/31M BELLEVUE INDOOR WATERPARK SERVICES	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	BELLEVUE ROCKS FESTIVAL SPONSORSHIP	5,000.00
HOLLAND BASHAM ARCHITECTS, INC	PROFESSIONAL SVCS BELLEVUE WATERPARK THRU 2025/06/30	115,187.91
		<u>\$ 135,089.86</u>

2206 LONGO DR

BLOSSOM BRIDGE ABA LLC	REFUND TENANT DEPOSIT - REC'D 06/20/24 UNDER GL CODE 4168	2,210.69
C&E INDUSTRIES	2025/07/31M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2025/07/04-08/03 MONTHLY SERVICE	134.98

MINUTE RECORD

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 9

2206 LONGO DR (cont'd)

CERRIS SYSTEMS NORTH CENTRAL, INC	2025/06/30Q PREVENTIVE MAINTENANCE AGREEMENT BILLING	3,297.74
CINTAS LOCATION #749	2025/06/23 MAT SERVICE	459.95
COX BUSINESS SERVICES	2025/06/27-07/26 MONTHLY SERVICE	157.80
ENGINEERED CONTROLS	HVAC - ORDER 20251386	140.00
FIRE PROTECTION SERVICES, LLC	REPAIRED BROKEN PIV PIPE AND PULLED NEW DIRECT CABLE	790.00
FIRE PROTECTION SERVICES, LLC	SERVICE CALL TO REPLACE 6VM MASTER MICROPHONE ASSEMBLY	2,900.00
FISH WINDOW CLEANING	2025/04/03 WINDOW CLEANING	2,673.93
FISH WINDOW CLEANING	2025/07/01 WINDOW CLEANING	2,138.93
FIVE STAR PLUMBING & DRAIN, INC	2025/07/15 - CLEANED DRAIN, PULLED AND RESET TOILET	321.00
JIFFY/LEVENSPN'S SUPPLY	SUPPLIES	84.00
METROPOLITAN UTILITIES DIST	2025/06/06-07/07 MONTHLY SERVICE - GAS	51.18
METROPOLITAN UTILITIES DIST	2025/06/06-07/07 MONTHLY SERVICE - WATER & SEWER	2,025.39
OMAHA PUBLIC POWER DISTRICT	2025/05/21-06/23 MONTHLY SERVICE	8,649.93
PAPILLION SANITATION	2025/07/31 M SERVICE	419.30
PRIDE HOME MAINTENANCE SERVICES,	LAWN SPRINKLER REPAIR	267.80
PROTECH PEST CONTROL	2025/07/31 M PEST CONTROL	149.80
RAPID GRAPHICS	ADDED SIGNAGE FOR STRIDE	321.04
SELDIN LLC	2025/06/30M MANAGEMENT FEES	1,450.00
SELDIN LLC	2025/07/31M APPFOLIO FEES	45.07
SELDIN LLC	2025/07/31M BANK FEES	27.32
STATE FIRE MARSHALL TRAINING	2025 ANNUAL INSPECTION	120.00
TAILORED LAWN, INC	MOWING, WEED CONTROL AND FERTILIZING	1,200.00
TITANIUM FIRE SPRINKLER COMPANY	REPLACED FIRE SPRINKLER HEADS	365.00
USG	EMERGENCY WATER EXTRACTION	1,065.72
USG	REPLACED THREE LEAKING SHUT OFFS WITH NEW PARTS	367.45
USG	SPRAYED FOR WASPS, EMPTIED TRASH CANS	182.81
USG	PULLED AND RESET LEAKING TOILET IN LIBRAR	477.10
USG	CHECKED ON ALARM GOING OFF IN LIBRARY	114.10
USG	REPLACED FLUSH KIT AND SOLENOID VALVE	286.33
USG	CHECKED HVAC PUMPS, REMOVED HORNET'S NEST, CLEANED TOWER	246.10
USG	MONTHLY ELEVATOR INSPECTION	114.10
USG CONSTRUCTION LLC	PROJECT 25-108 - US DEPT VETERANS AFFAIRS - TT - DRAW 3	37,788.00
USG CONSTRUCTION LLC	PROJECT 25-109 - BELLEVUE FAMILY PRACTICE - DRAW 2	62,762.80
USG CONSTRUCTION LLC	PROJECT 25-112 - STRIDE AUTISM CENTER BEL - DRAW 2	12,320.60
WATERLINK INC	2025/07/31M WATER TREATMENT SERVICE	431.63
		\$ 150,548.69

WASTEWATER

AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	689.92
CAPITAL BUSINESS SYSTEMS, INC	2025/06/09-07/08 COPIER EXPENSE	97.28
CENTURY LINK	2025/07/13-08/12 MONTHLY SERVICE	225.54
CENTURY LINK	2025/07/22-08/21 MONTHLY SERVICE	685.64
SARPY COURT COUNTY CLERK	VEHICLE REGISTRATION	14.00
COX BUSINESS SERVICES	2025/07/18-08/17 MONTHLY SERVICE	91.99
EMPLOYEE BENEFITS SYSTEM	2025/08/31M HEALTH INSURANCE	11,872.16
GRAINGER	FUSES	248.78

MINUTE RECORD

CLAIMS FOR 2025/08/19 COUNCIL MEETING

PAGE 10

WASTEWATER (cont'd)

HDR ENGINEERING, INC	BPW-250114 LANDING LIFT STATION SERVICES 2025/06/09-07/26	11,649.07
HDR ENGINEERING, INC	BPW-211123 HAWORTH PARK WW COLLECTION SYS 2025/06/29-07/26	6,474.56
HDR ENGINEERING, INC	BPW-240603 SCWAC CONNECTION EVALUATION 2025/06/29-07/26	4,999.48
MICHAEL TODD INDUSTRIAL SUPPLY	GREEN SURVEY SPRAY PAINT	246.24
OMAHA PUBLIC POWER DISTRICT	2025/06/11-07/11 MONTHLY SERVICE	2,667.08
OMAHA PUBLIC POWER DISTRICT	2025/06/20-07/22 MONTHLY SERVICE	1,780.23
OMAHA PUBLIC POWER DISTRICT	2025/06/23-07/23 MONTHLY SERVICE	1,102.86
POSM SOFT LLC	2025/10/26-2026/10/25 POSM SUPPORT, SERVER	6,500.00
PRECISE MRM LLC	2025/06/30M FLAT DATA PLAN	253.00
UNITED OF OMAHA LIFE INS CO	2025/07/31M DENTAL INSURANCE	530.90
UNITED OF OMAHA LIFE INS CO	2025/08/31M DENTAL INSURANCE	530.90
UNITED RENTALS (NORTH AMERICA),	SINGLE VERTICAL SHORE	1,065.00
US BANK VOYAGER FLEET SYSTEMS	2025/06/30M FUEL PURCHASES	3,331.52
UTILITY EQUIPMENT COMPANY	PVC RINGS, COUPLINGS, MANHOLE RISERS	1,730.71
		<u>\$ 56,786.86</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2025/06/25-07/25 MONTHLY SERVICE	100.59
		<u>\$ 100.59</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2025/07/13-07/18 CDBG CONSULTING	1,447.91
ALL SEASONS FOUNDATION	ALL SEASONS ASSISTANCE FOR VULNERABLE ADULTS	3,113.50
		<u>\$ 4,561.41</u>

LAW ENFORCEMENT TRUST

BAKERS BELLEVUE	REFUND EVIDENCE MONEY-REPORT 22003380	3,716.00
		<u>\$ 3,716.00</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	2025/07/22-08/21 MONTHLY SERVICE	690.68
		<u>\$ 690.68</u>

TOTAL CLAIMS FOR 2025/08/19 \$ 2,149,668.74

TOTAL PAYROLL FOR 2025/08/01 \$ 1,898,903.44



We Influence The World!

Water Park & Entertainment District Update

Holland Basham
Architects



What We've Accomplished

- Surcharge Removal
- Zoning Approved
- Plat Approval
- Good Life District Approval & Defense

How We Are Funding the Project

- Good Life Occupation Taxes
 - \$5.57 million annually for Phase One
- Water Park Net Revenue
 - \$2.4 million annually

sham



We Influence The World!

Return on Investment

- \$15,500,000 Net Revenue Over Five Year Period

- \$9.3 Billion in Wages, Salaries, & Benefits Over the 25 Year Period for the Good Life District





What's the Vision

- Live
 - Mixed-Use, Multi-Family, Missing Middle, & Single Family
- Work
 - Retail & Recreation Employment
 - Defense Related Professional Employment
- Play
 - 3 to 4 Day Vacation Destination

BELLEVUE ENTERTAINMENT DISTRICT

LEGEND

- 1 Theater
- 2 Restaurant / Music District
- 3 Adventure/retainment
- 4 Hotels
- 5 Casino / Racetrack
- 6 Community Space
- 7 Amphitheater
- 8 City Park / Lake
- 9 Convention Center
- 10 Mixed Use District
- 11 Residential Area
- 12 Parking Garage



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
8/19/2025

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

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: City of Bellevue
CASE #: 188
CITY COUNCIL HEARING DATE: September 2, 2025

REQUEST: to amend Section 5.17, Planned Subdivision Overlay, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay.

On July 24, 2025, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL of an amendment to Section 5.17, Planned Subdivision Overlay, as presented.

VOTE:

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

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

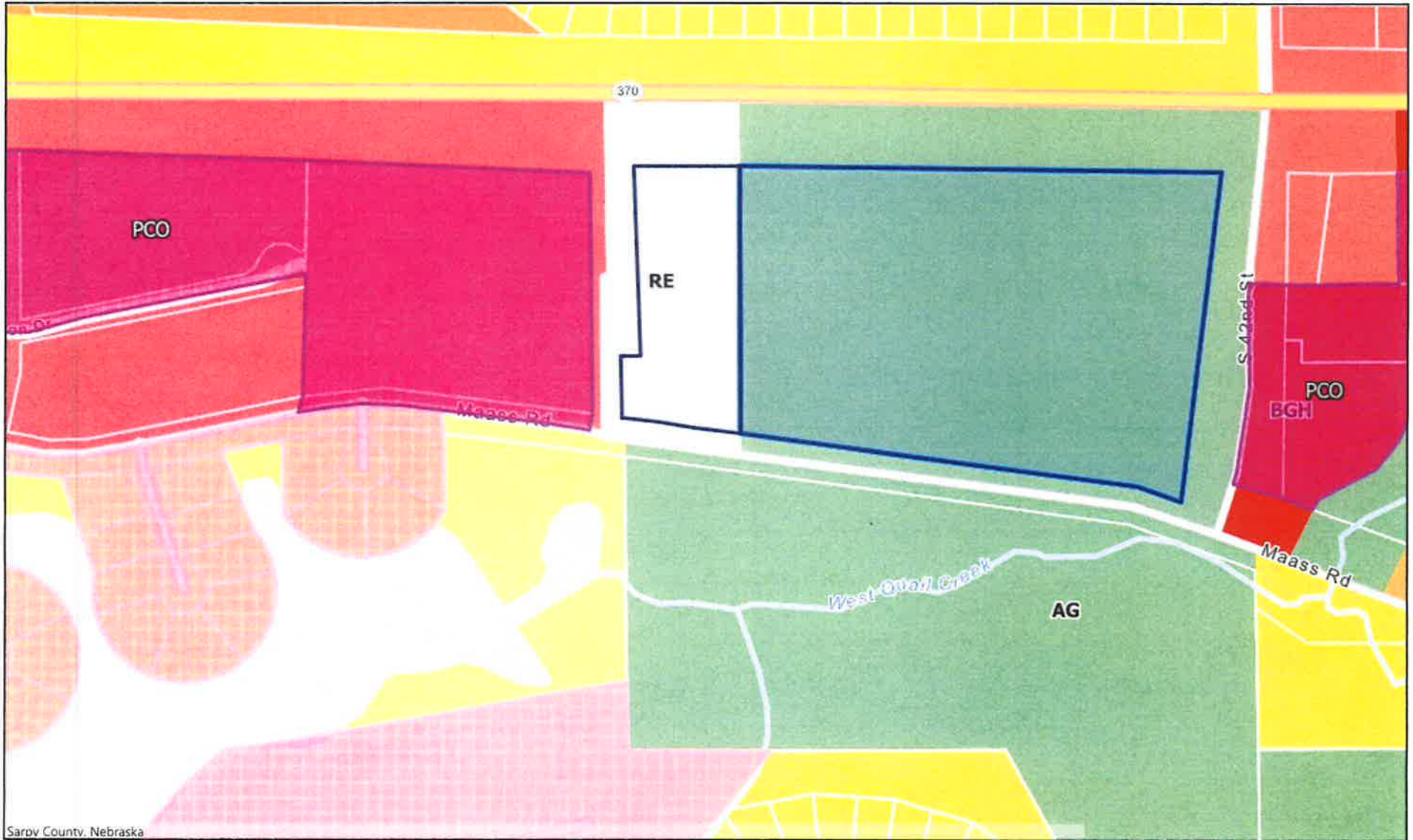
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Zoning justification letter received April 21, 2025
4. Preliminary plat received May 28, 2025
5. Change of zone exhibit received May 28, 2025
6. Prior approved preliminary plat

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

Sammi A Palm 07/08/2025

Planning Director Date of Report

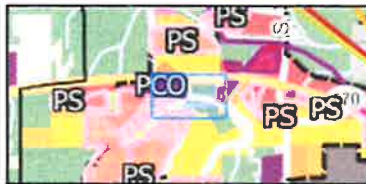


Sarpy County, Nebraska



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.

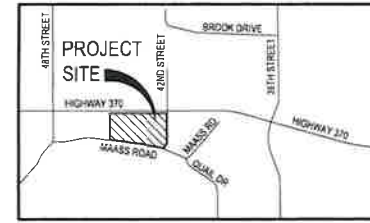


Jeff Stoll
Platting Services Assistant Manager

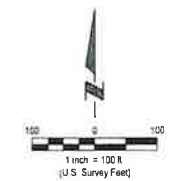
QUAIL CROSSING

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
 - QUY 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
 - 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 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 PLAN
 - A STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOTS 'A' AND 'B'

CENTERLINE CURVE TABLE

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

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 68104
Phone: 402.333.3324 • Fax: 402.393.3334
www.eaeg.com
State of NE Certificate of Authorization 05-0004



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

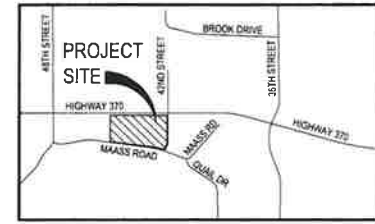
PRELIMINARY PLAN

Project No.	PR2023-001
Date	04-13-2023
Drawn By	AM
Checked By	AM
Scale	1" = 100'
Sheet	1 of 1

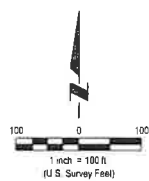
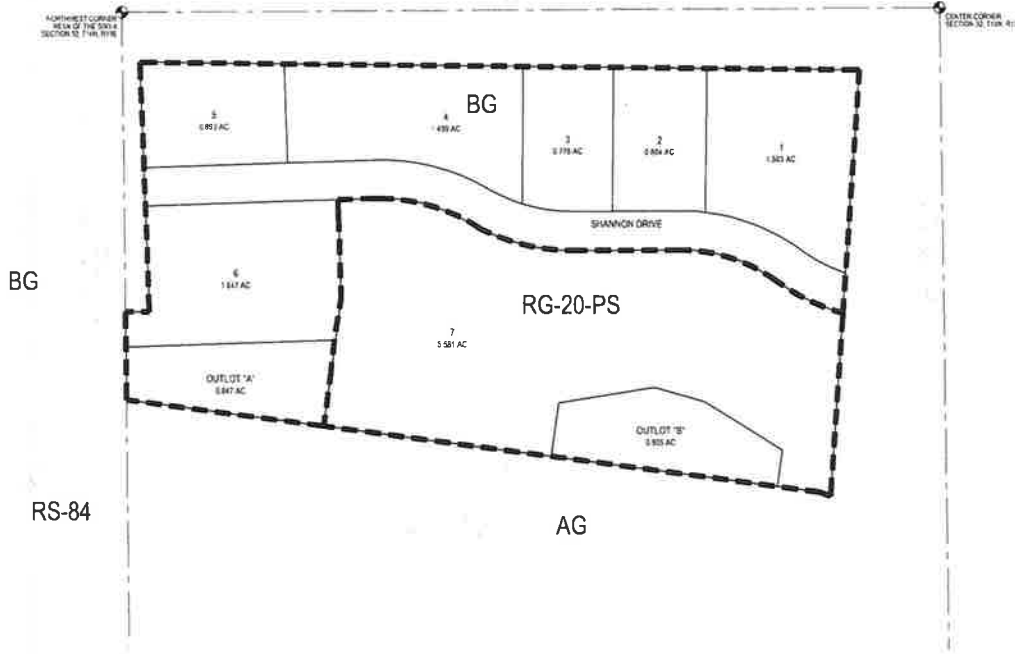
QUAIL CROSSING

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: 2007 ILLAS / 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 N82°23'38" 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 7, 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 782.87 SQUARE FEET OF 16.138 ACRES, MORE OR LESS.

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

ZONING:

EXISTING	AG, RE		
PROPOSED	BG, LOTS 1 THRU 6 AND OUTLOT "A"	7,871 AC	
	RG-20-PS, LOT 7 AND OUTLOT "B"	6,486 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

1090 M Valley 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 & Planning

QUAIL CROSSING

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

BELLEVUE, NEBRASKA

CHANGE OF ZONE EXHIBIT

Proj No: P2023.07.001

Date: 4.18.2023

Drawn By: JEM

Checked By: JEM

Scale: 1" = 200'

Sheet: 1 of 1

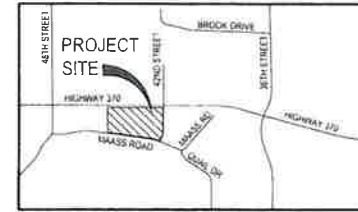
Revision

Rev	Description

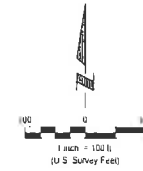
QUAIL CROSSING

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

QUAIL 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") 3.88 AC
R-2 (P) (LOTS 7 AND OUTLOT "B") 4.68 AC
RIGHT OF WAY 1.517 AC
TOTAL 10.077 AC

NOTES

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO STATE HIGHWAY NO. 103 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 SEVEN 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
MIN 30'	MIN 30'
MIN 30'	MIN 30'
MIN 30'	MIN 30'
MIN 30'	MIN 30'

FRONT YARD	REAR
MIN 30'	MIN 30'
MIN 30'	MIN 30'
MIN 30'	MIN 30'
MIN 30'	MIN 30'

E & A CONSULTING GROUP, INC.
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QUAIL CROSSING
LOTS 1 THRU 6 INCLUSIVE & OUTLOTS "A" AND "B"
NEBRASKA

PRELIMINARY PLAN

DATE: 10/13/2021
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
SCALE: AS SHOWN

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: _____

From: [Steve Hermansky](#)
To: [Susan Kluthe](#)
Subject: [EXT] Case# Z-2504-10, S-2504-05; Quail Crossing, LLC
Date: Tuesday, August 5, 2025 2:11:18 PM

To the Members of the Bellevue, Nebraska Zoning Committee and the Bellevue City Council.

The subject proposed rezoning represents a number of unacceptable changes to the local community and I encourage you to reject this rezoning proposal and the ensuing chaotic development. There are a number of significant concerns with this development that include but are not limited to the following:

1. Traffic on Highway 370 has reached a point that is already unacceptable. This development will lead to further congestion, serious accidents and damage to the road. Highway 370 needs significant improvement in this area prior to considering this development. Not doing so is simply irresponsible.
2. There has been no discussion or disclosure of the nature of the businesses that will occupy this area. Businesses bring congestion, noise and disruption to the adjacent neighborhoods and, perhaps, safety concerns. Once this is rezoned, local residents will have no or limited ability to comment on the types of businesses that will become part of our neighborhood.
3. The multifamily housing units will not only bring excessive traffic to the area but will also bring additional residents that will be using our city services and competing for local services that are already over burdened.
4. All of this will contribute to more problems in our neighborhoods and will negatively impact our property values and quality of life.

Please consider these points before subjecting our neighborhoods to this poorly designed and planned project.

Steve Hermansky
stevenher@aol.com
4908 Shoreline Cir
Papillion, NE
402-238-4530



We Influence The World!

To: Bellevue City Council
Cc: Quail Crossing LLC
From: Harrison Johnson
Date: August 12, 2025
Subject: Memo on the Necessity of Approval of Zoning for the Quail Crossing Project

Recommend approval of a zone change for the Quail Creek property to General Business District (BG). This action is a strategic step in shifting Bellevue from primarily a bedroom community where residential taxpayers shoulder a disproportionate share of the burden to a community of enterprise with a more resilient, commercially driven tax base.

Bellevue's long-term fiscal sustainability depends on diversifying revenues beyond residential property taxes. Rezoning Quail Creek to BG accelerates this transition by:

- Broadening the tax base: Commercial uses generate recurring sales/use tax and higher assessed values, easing the mill levy pressure on homeowners.
- Capturing corridor demand: The project's location on a high-traffic highway corridor enables strong pass-by capture, limits retail leakage to neighboring cities, and improves the feasibility of quality tenants.
- Rebalancing who pays: As enterprise activity grows, a larger share of the cost of public services is supported by commercial participants, not just households.
- Creating jobs & local spending: On-site businesses add permanent jobs and anchor day-to-day spending in Bellevue.

Fiscal & Economic Benefits to Homeowners

- Relief over time: A healthier mix of commercial valuation and sales activity reduces reliance on residential property taxes to fund core services.
- Revenue through activity, not rate increases: Corridor-oriented BG uses deliver growth in receipts via sales and valuation without broad tax hikes.
- Catalytic effects: Visible investment along the highway corridor elevates surrounding values and spurs reinvestment.

Sustainability & Quality-of-Life Advantages



We Influence The World!

- Right use, right place: Concentrating commercial activity along an existing highway corridor leverages current capacity and avoids greenfield extensions, reducing lifecycle costs.
- Shorter local trips: Nearby daily-needs services reduce VMT for surrounding neighborhoods and help minimize cut-through traffic on residential streets.

Consistency with City Policy

The GB zoning at Quail Creek is consistent with adopted goals to:

- Diversify and grow the tax base to maintain high-quality services without undue burden on homeowners;
- Activate key nodes and corridors prioritizing locations with existing traffic and visibility;
- Advance fiscal sustainability through efficient land use and infrastructure.

With due regard for health, safety, and the quiet enjoyment of private property, Bellevue should prioritize commercial and economic growth especially at high-visibility, high-traffic corridors. Doing so affirms the property rights of our business community to invest and operate within clear, predictable rules, while building an environment that expands opportunity, strengthens the tax base, and increases prosperity for all Bellevue residents. This pro-enterprise posture is how we complete the transition from a bedroom community to a community of enterprise and relieve long-term pressure on residential taxpayers.

Harrison Johnson
Director of Economic and Community Development
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Office: 402-293-6085
Cell: 402-541-3192
Harrison.johnson@bellevue.net



August 13, 2025

Dear Mayor and Councilmembers,

On behalf of the Bellevue Area Chamber of Commerce and our membership of more than 300 local businesses employing thousands of residents, I'm writing to share our strong support for the proposed zone change for Quail Crossing to Business General (BG).

This project is a great opportunity to help Bellevue continue its growth from a quiet bedroom community into a thriving business hub full of opportunity. Quail Crossing's location along a busy, established highway corridor makes it the perfect place to capture pass-by traffic, keep more retail dollars in Bellevue, and attract quality businesses. The BG zoning will allow for a healthy mix of neighborhood-serving retail, services, and professional offices – all of which strengthen our tax base, create permanent jobs, and reduce the burden on residential taxpayers.

From our perspective at the Chamber, this project hits all the right notes:

1. A stronger tax base. More commercial activity means more sales and property tax revenue to fund the services our residents count on – without having to raise taxes across the board.
2. Jobs and opportunity. BG zoning supports a variety of occupations, encourages entrepreneurship, and gives our small businesses more room to grow.
3. Right project, right location. Concentrating commerce along an existing highway makes the most of visibility, infrastructure, and convenience for nearby residents.
4. Clear, consistent process. Timely, coordinated reviews show that Bellevue is serious about welcoming responsible investment.

We also know it's important to balance economic growth with neighborhood quality of life. We support the City's plans for thoughtful site design – things like managing access, adding buffering and lighting, setting reasonable delivery hours, and creating safe pedestrian connections – so new development and surrounding neighborhoods can thrive together.

While community feedback is essential, we also encourage the Council to keep Bellevue's long-term goals in focus. Well-planned commercial projects in the right locations are critical to diversifying our tax base, creating jobs, and ensuring a strong future for our city.



For these reasons, the Chamber respectfully urges the Council to approve the rezoning of Quail Crossing to Business General (BG) and to ensure an efficient review process that reflects Bellevue's commitment to being a business-friendly community.

Thank you for your leadership and partnership in growing Bellevue's economy.

Sincerely,

A handwritten signature in black ink that reads "Diane Bruce". The signature is written in a cursive, flowing style.

Diane Bruce
President
402-898-3000

THERESA GIORLANDO

11603 Bay Circle, Bellevue, NE 68133 | 402-880-0753 | theresagiorlando@me.com

August 17, 2025

Bellevue Mayor & City Council
1500 Wall St
Bellevue, NE 68123

Dear Bellevue Mayor & City Council:

Thank you for affording us the opportunity on August 5th to have a public discussion regarding the request to rezone the property at the southwest corner of HWY 370 and 42nd St. I appreciated the opportunity to gather more information, voice concerns and offer additional considerations. Realizing you will be making a final decision on the proposed rezoning, on August 18th, I just wanted to offer some follow-up thoughts from the public discussion.

I also appreciated conversations from council member Kathy Welch, after the meeting, of the mayor's vision to move Bellevue from a bedroom community to one with more growth. I understand that includes attracting more businesses to help offset the tax burden on residence and to encourage more upscale residential areas to balance out the large number of lower-income housing developments in Bellevue. It is wonderful to hear of a deliberate plan to build a thriving community

I believe with some additional considerations in developing the property under discussion, the mayor's vision can be supported and realized. Those considerations would account for the following:

- Still upholds consistent rulings on business development along the HWY 370 corridor,
- Ensures increase of traffic and population density does not introduce safety concerns
- Maintains quality of life of existing upscale neighborhoods that could attract future upscale housing development opportunities for Bellevue

A summary of issues and suggestions with supporting rationale and considerations include:

- 1) Review the limitations of the gas line easement that runs through the property and how that could impact the current plan.
 - a. With the restrictions of the underground gas line, can the property be built on as proposed?

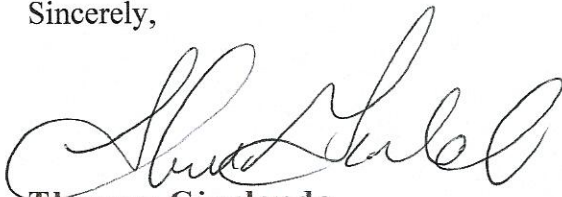
- 2) Scrutinize traffic study of the impacted area to ensure safety
 - a. Intersection of HWY 370 & 42nd St. and HWY 370 and 48th St have had an extensive number of accidents. More traffic will probably increase accidents.
 - b. Even though there are plans for 42nd St expansion, there will be additional increase to 48th St and Maas Road that will potentially introduce traffic density and safety concerns.
- 3) Consider limiting the kind of businesses to only those that operate during normal workday working hours.
 - a. Other businesses on the HWY370 corridor are not as close to resident areas as this property development plan will be. For instance Twin Creek is adjacent to a soccer field or Papio Creek property. So adding restrictions for the surrounding area is justified.
 - b. Disallowing 24/7 operations, like gas stations or fast-food establishments. This will maintain the quality of life of a neighborhood known for quiet, privacy and security, by not introducing business noise, smells, and a transient population in the evenings and on weekends. (unlike doctors, lawyers, accountants, government offices)
- 4) Is it possible to reduce the multi-family zone to low density instead of medium density?
 - a. Limiting the number of residences should reduce concerns from above issues addressing security, traffic and quality of life.
- 5) Implement landscape measures to help ensure integrity of nearby neighborhoods
 - a. Retain plan to not have direct road access to Maas Rd
 - b. Ensure extensive landscaping to support privacy, reduce noise and maintain green area look-and-feel of neighborhood.
- 6) Partner with Bellevue Police Dept to explore measures to ensure security of residence.
 - a. Appreciate Bellevue Police responsiveness and compassion in past interactions.

I support Bellevue's growth and am happy we have a mayor and city council who have chosen to serve our Bellevue community and work to improve it. I believe there is a solution that can realize the mayor's vision, while incorporating concerns of existing residents to continue to grow a thriving, quality and secure community.

Special thanks to Tammi Palm, Kathy Welch, and Julie Collins for being so responsive in providing information and engaging with sincerity to keep residents informed.

Thank you for your consideration.

Sincerely,



Theresa Giorlando

From: [Valerie](#)
To: [Susan Kluthe](#)
Subject: [EXT] Refer to Case #'s: Z-2504-10, S-2504-05 or Applicant: Quail Crossing, LLC.
Date: Tuesday, August 19, 2025 11:48:19 AM

To: Bellevue City Council

Re: Proposed new development on Maass Road, near Lakewood villages subdivision

I vote “NO!” to adding that much congestion to our area. Keeping the lake private is extremely important to the property value and character of the affected lake lot properties.

Moreover, opening this area up to such an increased population and traffic threatens the overall characteristic of our private, “no-wake” lake. Our peace, quiet, property investments and SAFETY would inevitably be compromised because overall,

- 1) Lake lot owners would be put in the position of policing usage of the lake by 120+ apartment dwellers and/or business patrons; this would be untenable at best, and confrontational at it’s worse.
- 2) Transient rental residents bring a different outlook and commitment to the area than those of us who have invested our life savings to live here, and finally,
- 3) An increased population and associated businesses necessarily increases the probability of incidents as more people and vehicles compete for the same space.

With consideration of the foregoing, please vote “NO” to jeopardizing the overall characteristics of our current community fabric of low-incident, family-oriented, largely military retired community.

SAFETY and legacy-investment are the key factors.

Note: Pls keep me included on communication, meeting notices, etc. concerning any/all proposed new development.

Thank you for your consideration, and for representing my voice.

Cc: Bellevue City Council

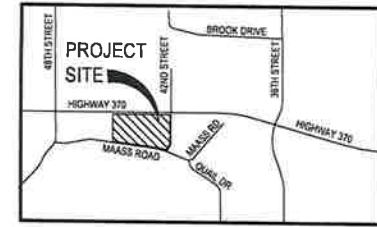
Ms. Valerie Pleasant.
11602 Bay Circle
Papillion, NE 68133

(402) 707-5473

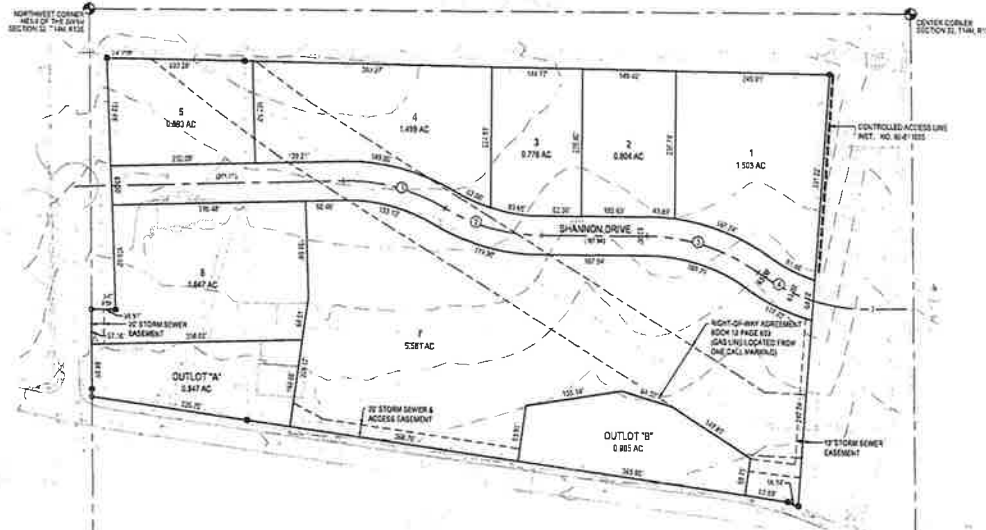
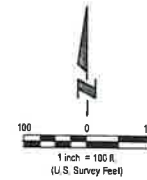
QUAIL CROSSING

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 5TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.



VICINITY MAP



CURVE	RADIUS
1	500.00'
2	300.00'
3	300.00'
4	300.00'

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

YARD TYPE	SETBACK
FRONT YARD	20'
INTERIOR SIDE YARD	0'
STREET SIDE YARD	10'
REAR YARD	10'

- LEGEND**
- MONUMENTS FOUND (SIP) REBAR UNLESS NOTED
 - MONUMENTS SET (SIP) REBAR W/ CAP LS 579
 - BOUNDARY LINE
 - RIGHT-OF-WAY LINE
 - LOT LINE
 - EASEMENTS
 - ⊕ EXIST. SECTION CORNER
 - EXIST. SECTION LINES
 - EXIST. PROPERTY LINES
 - ⊕ (PT) FINISHED TOP OF PIPE
 - ▭ BUILDING
 - ⊕ 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
 - FENCE LINE
 - GAS LINE
 - WATER LINE
 - OHP - QHP POWER LINE (OVERHEAD)
 - UGSP - UGCP POWER LINE (UNDER GROUND)
 - UGC - UGCD 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 5TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 102,967 SQUARE FEET OF 18.138 ACRES, MORE OR LESS

DEVELOPER

QUAIL CROSSING, LLC
680 S 19TH STREET
OMAHA, NE 68137

OWNER

SCOTT ALFF
1602 LONGROW LOOP
OMAHA, NE 68136

ZONING:

EXISTING	AG, RE	PROPOSED	AG, RE
	AG, RE	R6-20 PS, LOT 7 AND OUTLOT "B"	7,571 AC
		R6-20 PS, LOT 1 AND OUTLOT "A"	6,488 AC
		RIGHT-OF-WAY	1,687 AC
		TOTAL	16,138 AC

NOTES:

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO STATE HIGHWAY NO. 370 S 45TH STREET AND S 42ND STREET FROM ANY LOTS ADJACENT SAID STREETS.
- CHAMBERS 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 EASEMENTS IS GRANTED OVER ALL OF OUTLOTS "A" AND "B".

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
1308 44th Street, Suite 104 • Omaha, NE 68134
Phone: 402.476.1000 • Fax: 402.476.3000
www.eaeg.com
State of NE Certificate of Authorization #C000000



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

PRELIMINARY PLAT

Revision	Description
1	Issue for Review
2	Issue for Review
3	Issue for Review
4	Issue for Review
5	Issue for Review
6	Issue for Review
7	Issue for Review
8	Issue for Review
9	Issue for Review
10	Issue for Review

Plat No. #P20251001
Date: 08/19/2025
Drawn By: JMS
Scale: 1" = 300'
Sheet: 1 of 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 19, 2025		SUBMITTED BY: Budget Committee	
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:

Administration's 2025-2026 Budget (Fiscal Year Ending September 30, 2026) Preliminary Draft for Ordinance First Reading.

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$195.1 million in fiscal year 2025-26 This is a decrease of \$3.4 million from the 2024-25 budgeted expenditures (due primarily to the decreased capital expenditures. This budget provides funding for the City's operations and capital improvements. The General Fund will use bonding and existing cash reserves to fund certain capital expenditures. The Wastewater Fund may use bonding of new projects to preserve its cash reserve. The Waterpark will issue additional bonds to fund continued construction. All funds balance expenditures with revenues for the 25-26 fiscal year.

2025-2026 Budgeted Resources Available (Revenues and Cash Balances) of \$249,127,449 and Expenditures of \$195,118,071 leave a cash balance of \$54,009,378.

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:

First reading of Ordinance No. 4192 to adopt the 2025-2026 fiscal year budget. No action taken at this meeting.

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="Ordinance 4192"/> | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Jimmy Boykillo
[Signature]
[Signature]

ORDINANCE NO. 4192

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

- Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2025, through September 30, 2026. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.

- Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS ____ day of September, 2025.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: 08/19/2025
Second Reading: 09/02/2025
Special Budget Hearing: 09/16/2025
Joint Public Hearing: 09/18/2024
Third Reading: 09/23/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/19/2025		SUBMITTED BY: Ashley Decker, HR 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:

Compensation Ordinance Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. The proposed change is due to the need for a range to be set for positions that are budgeted for the 2025-26 fiscal year.

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4193

ATTACHMENTS:

1. Ordinance No. 4193 (redlined)	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:

Janell Willis
[Signature]
[Signature]

ORDINANCE NO. 41744193

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 41744166; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Clerk	\$ <u>6,743 – 9,717</u> 6,171 – 8,923
	Treasurer	\$ <u>355 – 440</u> 335 – 421

Section 2a.	<u>Unclassified Employees</u>	<u>Range (monthly)</u>
	Ambulance Billing Account Manager	\$ <u>5,670 – 7,660</u> 5,444 – 7,306
	Assistant City Attorney	\$ <u>8,693 – 11,638</u> 8,523 – 11,409
	Assistant Finance Director	\$ <u>7,750 – 11,282</u> 7,597 – 11,060
	<u>Legal Services Director</u> City Attorney	\$ <u>10,419 – 13,806</u> 9,896 – 12,974
	Dir of Community & Ec. Development	\$ <u>9,767 – 13,894</u> 9,410 – 13,622
	Communications Director	\$ <u>6,897 – 9,634</u> 6,334 – 8,975
	Acctg, Reporting & Compliance Manager	\$ <u>7,200 – 10,071</u> 7,060 – 9,873
	Deputy Director Parks & Rec	\$ <u>6,727 – 9,381</u> 6,486 – 9,447
	Finance Director	\$ <u>9,599 – 13,530</u> 9,039 – 12,932
	Fire Chief	\$ <u>10,227 – 14,217</u> 9,617 – 13,355
	Human Resources Generalist	\$ <u>4,727 – 7,233</u> 4,635 – 7,091
	Human Resources Director	\$ <u>8,462 – 12,641</u> 7,771 – 11,653
	Manager of Engineering Services	\$ <u>8,629 – 11,712</u> 8,037 – 10,991
	Library Director	\$ <u>8,559 – 11,768</u> 7,859 – 10,806
	Planning Director	\$ <u>8,642 – 12,579</u> 8,473 – 12,333
	Police Chief	\$ <u>10,790 – 14,884</u> 10,180 – 14,042
	Public Works Director	\$ <u>9,961 – 13,948</u> 9,334 – 12,912
	Public Works Engineer II	\$ <u>6,956 – 9,802</u> 6,819 – 9,610
	Risk Manager	\$ <u>6,621 – 8,927</u> 6,081 – 8,197

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ <u>26.29 – 36.17</u> 24.14 – 33.21
	Executive Secretary	\$ <u>29.04 – 40.11</u> 28.47 – 39.32
	Emergency Medical Services Supervisor	\$ <u>48.07 – 63.25</u> 47.13 – 62.01
	Human Resources Assistant	\$ <u>25.19 – 34.13</u> 24.70 – 33.46
	Paralegal	\$ <u>28.67 – 39.03</u> 28.11 – 38.26
	Payroll Specialist	\$ <u>26.64 – 36.76</u> 26.12 – 36.04
	Office of Professional Standards Coord.	\$ <u>29.78 – 38.00</u> 29.20 – 37.25

~~Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their~~

wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 9,497 – 12,451 9,311 – 12,137

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$ 13.50-\$18.25
Youth Baseball Supervisor	\$ 13.50-\$18.25
Recreation Activities Supervisor	\$ 13.50-\$18.25
Track Supervisor	\$ 13.50-\$18.25
Tennis Supervisor	\$ 13.50-\$18.25
Swimming Pool Managers	\$ 17.62-\$22.18
Head Lifeguards	\$ 15.53-\$19.80
Lifeguards	\$ 14.08-\$17.15
Concession Workers	\$ 13.50-\$14.00
Youth Baseball/Softball Umpires	\$ 13.50-\$16.00
Track Club Coaches	\$ 13.50-\$16.00
Parks Workers	\$ 14.83-\$19.50

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

<u>Unclassified Part-Time Positions</u>	<u>Range (hourly)</u>
Part-Time Administrative Intern Position:	\$ 13.50 to \$15.00
Ambulance Billing Clerk	\$ 22.02 to 30.21 21.54 to 29.53
Library Shelver	\$13.50 to 17.50
Tour Guide	\$13.50 to 15.50

- Section 8. That Ordinance ~~41744166~~ is hereby repealed.
- Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.
- Section 10. That this Ordinance shall be published in pamphlet form.
- Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.
- Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 2025.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
8/19/2025

COUNCIL MEETING DATE: 08/19/2025		SUBMITTED BY: Tammi Palm		TITLE: Planning Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to amend Section 5.17, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the-PS, Planned Subdivision Overlay. Applicant: Great Lakes Capital.

SYNOPSIS/BACKGROUND:

Gary Vizioli, on behalf of Great Lakes Capital, is requesting an amendment to Section 5.17.02, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay. The amendment would allow a minimum of 675 square feet of lot area per dwelling unit. Currently, a minimum of 800 square feet of lot area per dwelling unit is required. The -PS overlay requires site plan approval be granted by City Council. Therefore, density would be approved on a case-by-case basis through the public hearing process.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this amendment.

ATTACHMENTS:

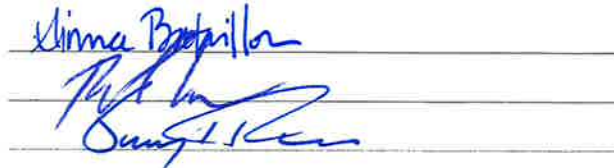
- | | | |
|--|--|---|
| 1. <input type="text" value="Planning Commission Recommendation Sheet"/> | 2. <input type="text" value="Staff Memo"/> | 3. <input type="text" value="Ordinance No.4194"/> |
| 4. <input type="text" value="Letter Freedom Village"/> | 5. <input type="text" value="Letter from Dr. Pillen"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4194

AN ORDINANCE TO AMEND SECTION 5.17 OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING THE PLANNED SUBDIVISION DISTRICT; TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HERewith; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That Section 5.17, of Ordinance No. 4146 is hereby amended to read as follows:

Section 5.17 PLANNED SUBDIVISION DISTRICT

5.17.01 Intent. The intent of the PS District is to encourage the creative design of new living areas, as distinguished from standard subdivisions. This district is designed to be appended to another basic residential district so as to provide for modifications in the platting of lots and the siting of buildings.

5.17.02 Use Regulations.

PRINCIPAL PERMITTED USES: Any principal use permitted in the primary zone to which the PS, Planned Subdivision District, classification is appended.

PERMITTED ACCESSORY USES: Any permitted accessory use allowed in the primary zone to which the PS, Planned Subdivision District classification is appended.

CONDITIONAL USES: Any conditional use permitted in the primary zone to which the PS, Planned Subdivision District classification is appended.

SPACE LIMITS: The average lot area per dwelling unit shall be the total area of the subdivision less the street right-of-way area divided by the number of lots. Such lot area shall be at least equal to a minimum of 675 square feet of lot area per dwelling unit, provided all necessary infrastructure is available as determined by city staff.

Any other space limits may be varied from those listed under the primary zone in order to satisfy the purpose of the Planned Subdivision District classification. Additional space limits may be established as required:

Absolute minimum space limits shall be as follows:

Minimum front yard: 20 feet

Minimum side yard: 0 feet

Minimum rear yard: 15 feet

Maximum height of building: as per underlying zoning district

The modified space limits shall be recorded as part of the Planned Subdivision District and shall apply to all lots platted under the zoning classification.

5.17.03 Procedure.

When a property owner wishes to develop a parcel of property in a manner other than the normal lot arrangement, he may apply for a zoning change to the PS, Planned Subdivision District. Said zoning change shall be an amendment to the zoning map and shall follow all procedural requirements for such changes set forth herein.

As an exhibit accompanying the application for amendment to the zoning map, the owner shall

provide a detailed site plan with such other sketches, diagrams, and calculations necessary to determine whether the proposed subdivision conforms with the provisions of this zone and the primary zone to which it is appended. The exhibits shall be prepared in accordance with Chapter 3, Preliminary Plats, of the Subdivision Regulations, together with any requirements as determined by the Planning Director. Such exhibits shall become a part of the amendment and shall form the basis for issuance of building permits in conformity therewith.

Before approving a PS, Planned Subdivision District classification, the Planning Commission and the City Council shall find the following:

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 188

CITY COUNCIL HEARING DATE: September 2, 2025

REQUEST: to amend Section 5.17, Planned Subdivision Overlay, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay.

On July 24, 2025, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL of an amendment to Section 5.17, Planned Subdivision Overlay, as presented.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Aerni						Aerni
	Bennett						
	Sims						
	Taylor-Jones						
	Hankins						
	Yoder						
	Lasenburg						
	Perrin						

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



We Influence The World!

City of Bellevue

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

MEMORANDUM

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

FROM: Tammi Palm, Planning Director

DATE: August 12, 2025

RE: Text Amendment to Section 5.17, Planned Subdivision Overlay

Gary Vizioli, on behalf of Great Lakes Capital, has requested an amendment to Section 5.17.02, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay.

The applicant states the purpose of the request is in keeping with the intentions of the city's newly updated Comprehensive Plan and will help provide the "necessary residential units for Bellevue."

The space limits of the -PS overlay currently state the average lot area per dwelling unit shall be at least equal to the minimum lot area per dwelling unit required in the primary zone to which the -PS classification is appended. For example, if the zoning is RG-8-PS, the minimum requirements of the RG-8 district would need to be met. The applicant is requesting the minimum lot area per dwelling unit be amended to 675, provided all necessary infrastructure is available as determined by city staff. Currently, the minimum is 800 square feet of lot area per dwelling unit with a -PS overlay. The -PS overlay requires site plan approval be granted by City Council. Therefore, density would be approved on a case-by-case basis through the public hearing process.

In 2022, the City Council amended Section 5.23.02 (12), BGM (Metropolitan General Business) Zoning District, to allow for the minimum density of 600 square feet of lot area per unit outside of the first four units, provided all necessary infrastructure is available as determined by city staff. The first four units require 2,500 square feet of lot area per unit, which aligns with the RG-8 zoning district. This amendment was allowed as a permitted use, which does not require City Council approval.

The Planning Department researched allowed multifamily density in surrounding cities and jurisdictions:

- The City of Papillion has a R-4 multifamily zoning district which is defined as 3 or more units. The first four units require 3,000 square feet of lot area per unit, with 1,500 square feet of lot area required after that. The minimum required lot area is 10,000 square feet.

- LaVista has a R-3 zoning district which is defined as allowing high density residential in areas providing all public facilities and supporting facilities to maintain a sound environment for inhabitants. This zoning district requires 3,000 square feet of lot area for the first 4 units, and 1,500 square feet of lot area for each additional unit. The maximum building coverage in this zoning district is 40%.
- Sarpy County utilizes an RG-15 zoning district which allows for multifamily residential buildings at a density of 1,500 square feet of lot area per unit, with a minimum lot area of 10,000 square feet.
- The City of Omaha has several multifamily zoning districts, to include R-WRN (Walkable Residential Neighborhood District), R-6, R-7, and R-8. The R-7 zoning district allows 40 units per acre and has a minimum lot size of 1,000 square feet. The R-8 zoning district is a high-density multifamily district “most appropriate in centrally located areas near supporting urban services” and near major institutional, employment, and community centers. This district requires a minimum of 500 square feet of lot area per unit, with a 5,000 square foot minimum lot area. Multifamily uses are also allowed in the NBD and CBD zoning districts. The Neighborhood Business District (NBD) requires 200 square feet of lot area per dwelling unit. The CBD (Central Business District) allows for 100 square feet of lot area per dwelling unit. The City of Omaha also has a provision allowing for multifamily residential projects to exceed density and floor area by approval of a conditional use permit.

A text amendment controlled through an overlay and the site plan approval process to allow for higher density would be beneficial to assist in the redevelopment of certain areas and would be particularly beneficial for infill developments. The -PS overlay would allow for the thoughtful consideration of an increase in density on an individual bases. With any high-density development situation, it is important for the city to make sure infrastructure needs will be met, which is also addressed as part of this text amendment request.

As such, staff is recommending the following amendment to Section 5.17:

Section 5.17 PLANNED SUBDIVISION DISTRICT

5.17.01 Intent. The intent of the PS District is to encourage the creative design of new living areas, as distinguished from standard subdivisions. This district is designed to be appended to another basic residential district so as to provide for modifications in the platting of lots and the siting of buildings.

5.17.02 Use Regulations.

PRINCIPAL PERMITTED USES: Any principal use permitted in the primary zone to which the PS, Planned Subdivision District, classification is appended.

PERMITTED ACCESSORY USES: Any permitted accessory use allowed in the primary zone to which the PS, Planned Subdivision District classification is appended.

CONDITIONAL USES: Any conditional use permitted in the primary zone to which the PS, Planned Subdivision District classification is appended.

SPACE LIMITS: The average lot area per dwelling unit shall be the total area of the subdivision less the street right-of-way area divided by the number of lots. Such lot area shall be at least equal to the ~~minimum lot area per dwelling unit required in the primary zone to which the PS, Planned Subdivision District classification is appended, and shall also provide that no lot shall be platted with less than three-fourths (3/4) of the lot area in the primary zoning requirement~~ a minimum of 675 square feet of lot area per dwelling unit, provided all necessary infrastructure is available as determined by city staff.

Any other space limits may be varied from those listed under the primary zone in order to satisfy the purpose of the Planned Subdivision District classification. Additional space limits may be established as required:

Absolute minimum space limits shall be as follows:

Minimum front yard: 20 feet

Minimum side yard: 0 feet

Minimum rear yard: 15 feet

Maximum height of building: as per underlying zoning district

The modified space limits shall be recorded as part of the Planned Subdivision District and shall apply to all lots platted under the zoning classification.

5.17.03 Procedure.

When a property owner wishes to develop a parcel of property in a manner other than the normal lot arrangement, he may apply for a zoning change to the PS, Planned Subdivision District. Said zoning change shall be an amendment to the zoning map and shall follow all procedural requirements for such changes set forth herein.

As an exhibit accompanying the application for amendment to the zoning map, the owner shall provide a detailed site plan with such other sketches, diagrams, and calculations necessary to determine whether the proposed subdivision conforms with the provisions of this zone and the primary zone to which it is appended. The exhibits shall be prepared in accordance with Chapter 3, Preliminary Plats, of the Subdivision Regulations, together with any requirements as determined by the Planning Director. Such exhibits shall become a part of the amendment and shall form the basis for issuance of building permits in conformity therewith.

Before approving a PS, Planned Subdivision District classification, the Planning Commission and the City Council shall find the following:

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; or
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; or

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

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

The Planning commission recommends APPROVAL of the amendment to Section 5.17, Planned Subdivision Overlay as presented.

FREEDOM VILLAGE



OF BELLEVUE

RECEIVED

JUL 23 2025

PLANNING DEPT.

July 23, 2025

Planning Commissioners,

Please add this to the record for items 3.a – Text Amendment to Section 5.17, Planned Subdivision Overlay and 3.b. – Request to Rezone Lot 6, Tiller’s 4th Addition. Case #: Z-2506-06.

On behalf of the senior residents and owners of Freedom Village of Bellevue, the property to the west of this project, we wanted to provide this letter of opposition to both items and some comments for your review.

When the Freedom Village project was proposed and approved it really was a conversation about what protects the best interest of the existing 250 seniors living at Hillcrest Health & Rehab and the adjacent Harmony Court. With Freedom Village now stabilized, an additional 75 seniors live in the area. This proposed project doesn’t protect the best interests of these 325 seniors. Below are several areas of concern we have with the proposed development and why it is not comparable to Freedom Village or Harmony Court.

Density

The density is too large for the development. We disagree with the Planning Department’s recommendation of approval. Their research from neighboring cities shows that Bellevue’s RG-8 already allows more density than other jurisdictions are allowing in multi-family zoned districts.

The text amendment requested was really designed and previously approved by the city for the BGM zoning district. The difference between BGM and RG-8 is that BGM is for developments/ buildings that are mixed with businesses and apartments under the same roof or within the same development. A BGM mixed development/ building could have smaller apartments to allow for live-work units and create more density to support the businesses. Live-work developments/ buildings take the concept further by incorporating lifestyle amenities like retail, dining, and recreational spaces within the development/ building. This creates a self-contained environment where residents can live, work, and enjoy leisure activities without needing to travel far. What Bellevue has done in the BGM district is similar to what Omaha has in R-8, Neighborhood Business District (NBD), and

Central Business District (CBD) districts. Again, these are all supportive of 'urban services' and businesses and not multi-family.

Here are the neighboring city's regulations for minimum lot area per unit in multi-family.

The Planning Department researched allowed multi-family density in surrounding cities and jurisdictions:

- The City of Peppin has a R-1 multi-family zoning district which is defined as 3 or more units. The first four units require 3,000 square feet of lot area per unit, with 1,000 square feet of lot area required after that. The minimum required lot area is 3,000 square feet.
- Lakeside has a R-3 zoning district which is defined as allowing high density residential in areas providing all public facilities and supporting facilities to maintain a sound environment for inhabitants. This zoning district requires 3,000 square feet of lot area for the first 4 units and 1,000 square feet of lot area for each additional unit. The maximum building coverage in this zoning district is 40%.
- Sappington utilizes an RG-15 zoning district which allows for multi-family residential buildings at a density of 1,000 square feet of lot area per unit with a minimum lot area of 3,000 square feet.
- The City of Clayton has several multi-family zoning districts, to include R-WRN (Walkable Residential Neighborhood District), R-6, R-7, and R-8. The R-7 zoning district allows 10 units per acre and has a minimum lot size of 1,000 square feet. The R-8 zoning district is a high-density multi-family district most appropriate in centrally located areas near supporting urban services and near major institutional, employment, and community centers. This district requires a minimum of 500 square feet of lot area per unit with a 5,000 square foot minimum lot area. Multifamily uses are also allowed in the NBD and CBD zoning districts. The Neighborhood Business District (NBD) requires 200 square feet of lot area per dwelling unit. The CBD (Central Business District) allows for 100 square feet of lot area per dwelling unit. The City of Omaha also has a provision allowing for multi-family residential projects of exceed density and floor area by approval of a conditional use permit. **R-7 = 1,089 sq. ft. of lot area**

Per Bellevue Zoning Ordinance multi-family dwellings density is based upon the following:

RG-20 = The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 5,000 s.f. per unit; after which the minimum lot area may be 2,000 s.f. per unit.

RG-8 = The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 2,500 s.f. per unit; after which the minimum lot area may be 800 s.f. per unit.

Additionally, the density being proposed in this development is not comparable to Freedom Village or Harmony Court. See below for comparisons.

- Freedom Village Density (RG-20) =
129 units allowed vs. 56 Total Units Provided = 4,810 s.f. of lot area per unit
- Harmony Court Density (RG-8) =
188 units allowed vs. 86 Total Units Provided = 1,825 s.f. of lot area per unit
- Proposed Development (RG-8) =
73 units allowed vs. 96 Proposed Units = 675 s.f. of lot area per unit

Parking

The off-street parking is not adequate for the development. Bellevue Zoning Ordinance requires 2 stalls per apartment in multi-family. The rezone with site plan approval application requests a reduction from the required 192 stalls to 118 stalls. That is only 1.2 stalls per apartment. The off-street parking being proposed in this development is not comparable to Freedom Village or Harmony Court (per Bellevue Zoning Ordinance multi-family dwellings exclusively for senior citizens require 1 stall per apartment). See below for comparisons.

- Freedom Village Off-Street Parking =
(1 stall/ apartment = 56 total Required) – 3.2 stalls/ apartment = 180 Total Provided
- Harmony Court Off-Street Parking =
(1 stall/ apartment = 86 total Required) – 1.2 stalls/ apartment = 105 Total Provided
- Proposed Development Off-Street Parking =
(2 stalls/ apartment = 192 total Required) – 1.2 stalls/ apartment = 118 Proposed

Green Space

The green space is not adequate for the development. While there is a playground being provided and some green space there is no large area for the kids to play football, soccer, or tag? Additionally, there is no 'dog park' being provided so where will dogs run? The green space being proposed in this development is not comparable to Freedom Village or Harmony Court. See below for comparisons.

- Freedom Village Green Space = 40.4% of lot is green space (for seniors only)
- Harmony Court Green Space = 49.7% of lot is green space (for seniors only)
- Proposed Development Green Space = 33.7% of lot is green space (for multi-family)

But For...But?

In the context of Tax Increment Financing (TIF), the 'but for' test is a requirement that a development project would not occur 'but for' the use of TIF financing. This means the project is unlikely to happen without the financial assistance provided by TIF. As stated in our previous letter to the Planning Commission we agree the project needs the redevelopment plan (TIF) to be successful. However, this project is more of a But For...But, because not only is it using TIF it is also asking for other text amendments to the Bellevue Zoning Ordinance. There are several recent examples of approved multi-family redevelopment plans that have been successful without additional 'buts' needed. See below for a list of some of those projects.

Freedom Village (RG-20); Jefferson Place Addition (RG-28); Cardinal Commons (RG-28); South Woods (RG-8); College Apartments (RG-8)

Playground Size

The size of the playground is not adequate for the number of children that will be part of this development. The playground as proposed is roughly 1,487 sq. ft. (see below) If you use 50 sq. ft. per child as a recommendation from the sources below that would accommodate 29 children at one time. Per the apartment breakdown given by the developer and 1 child occupant per extra bedroom; (22) one-bedroom = 0 kids, (45) two-bedroom = 45 kids, (19) three-bedroom = 38 kids, (10) four-bedroom = 30 kids, for a total of 113 kids living in this development.



Source #1 – Per the Community Investment Collaborative for Kids (CICK) an outdoor play space should be divided into distinct activity areas, both to ensure safety and to provide suitable locations for different types of play. Provide both sunny and shaded places, and a covered area so that children can get outdoors on rainy days or in the heat of a summer day. Most state licensing regulations require a minimum of 75 square feet of outdoor space per child playing outdoors at one time, but early childhood experts recommend 100 square feet or more.

CICK Funders

- Freddie Mac Foundation
- JPMorgan Chase
- William Randolph Hearst Foundations

CICK expands the supply and improves the quality of early care and education in low-income communities through new investments in physical facilities.

While the table above is being used by the development designers for building code regulations, it does seem unrealistic. So for discussion purposes if you use 1.5 adult occupants as an average per apartment and the remaining bedrooms as 1 kid occupant and the apartment breakdown given by the developer; (22) one-bedroom = 33 occupants, (45) two-bedroom = 112.5 occupants, (19) three-bedroom = 66.5 occupants, (10) four-bedroom = 45 occupants, for a total of 257 occupants living in this development.

The occupant load affects most of the comments above and could have a tremendous impact on the senior residents of Freedom Village of Bellevue, Hillcrest Health & Living, and Harmony Court.

Lastly, we feel agenda items 3.a and 3.b need to be reviewed and approved at the same time. The text amendment only works if the project can provide the required parking which as of this meeting it cannot. We understand the applicant has requested a continuance of item 3.b to the August meeting so both items should be continued until then so everything can be discussed and voted on at the same time.

We thank you for your time and hope you understand our opposition to the proposed development. Please feel free to contact one of us with any questions or comments.

Thank you,

Jolene Roberts

Owner – Freedom Village of Bellevue
(402) 682-4800
jroberts@hillcresthealth.com

Jim Janicki
Owner – Freedom Village of Bellevue
(402) 682-4800
jjanicki@hillcresthealth.com



7/24/25

Thank you for accepting the prior notes I gave about concerns regarding development next to my optometry office, Bellevue Vision Clinic, P.C.

I do not understand the logic of delaying discussion of parking slots until after discussing allowing more people to live there than would normally be allowed in this amount of space.

The number of people may be too great purely due to inadequate parking. Inadequate parking won't help traffic concerns at all.

There are reasons that zoning ordinances exist, and if there is an allowance for 20-30% more dwelling spaces to be placed here, what does that say about zoning laws? At some point Bellevue and many nearby cities developed occupancy guidelines with specific concerns in mind. Why would we allow more dense grouping of living compared neighboring cities?

I continue to be concerned about traffic overload whether or not parking on the street is opened up. And if on-street parking is allowed, this increases the concern.

I realize that a traffic study was done, but I drive Wilshire Drive and/or Wall Street to Wilshire Drive almost daily at many different hours, and I use Family Faire and leave their lot at Wilshire at least weekly. Do you know that the Wall to Wilshire corner has poor visibility? Around 10 years ago it was not as bad, but then the retaining wall at the sidewalk of this corner was raised a few feet, and if you are driving a sedan, like me, the cars traveling south on Wilshire are coming up a hill and cannot be seen by me without creeping into the intersection. When the police department moved to its present site I was at a tour and pointed this out, hoping a mirror could be installed to help this problem. Also there are no lines at the

entrance/exit of *No Frills* at *Wilshire*. I place my car perpendicular to the driveway so that another car can enter as I exit or exit as I enter so I don't block traffic going the other way in the driveway. I **NEARLY NEVER** see any other car do this. Typically a car entering or exiting drives in or out at an angle that makes cars going the other way wait to use the driveway. Also the entrance of *Wall* going east from *Harmony* and *Hillcrest* onto *Wilshire* is offset from the intersection going east continuing beyond *Wilshire*. This is a little dicy but thankfully there is a stop sign at both "half" portions of the corner, so that helps but it still is unusual.

If a car is turning from *Wilshire* east onto 370, cars often back up to our driveway. Added traffic can only worsen this.

There are many things that can happen regarding traffic in this area.

2 or more could easily happen at once, including:

++ a car is essentially blocking the Family Faire lot such that it reduces efficient flow

++ a car is creeping westward out into the Wilshire/Wall intersection

++ a car is coming up from Hillcrest and waiting at the stop sign to continue onwards

++ an ambulance is going down *Wall* towards *Hillcrest* or *Family Faire*

++ a parked traffic stop for cars on 370 has pulled onto *Wilshire* between my driveway and *Auto Zone* driveway [this is common]

++ a school bus is picking up or dropping off children/teens

++ a bus is navigating the area (rare presently, but before the apartments are built)

++ police cars are exiting the police department from *Wall* onto *Wilshire* to 270, usually 2 patrol cars driving fast

++ somebody is exiting my office or Advance auto or Auto Zone

++ it is rush hour with increased cars coming in or out

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

**15a.
8/19/2025**

COUNCIL MEETING DATE: 08/19/2025		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 type="checkbox"/>		
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Resolution approving and authorizing the Mayor to sign the Annual Certification Program Compliance with the NE Board of Public Roads Classifications and Standards (NBCS).

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually approve the Municipal Annual Certification of Program Compliance to NE Board of Public Roads Classifications and Standards and to approve a Resolution authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Resolution No. 2025-16: A Resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance 2025.

ATTACHMENTS:

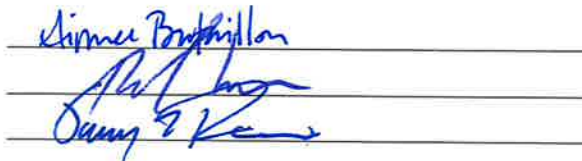
- | | | |
|--|--|-------------------------|
| 1. <input type="text" value="Resolution No. 2025-16"/> | 2. <input type="text" value="Annual Certification of Program Compliance"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

**SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2025**

Resolution No 2025-16

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor Village Board Chairperson of Bellevue
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

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

City Council/Village Board Members

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

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2025**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of Bellevue
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor Village Board Chairperson (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2025 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/19/2025		SUBMITTED BY: Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Conduct a public hearing and approve the grant application to the Nebraska Game and Park's Land and Water Conservation Fund for the American Heroes Park Improvement project.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing submission of a American Heroes Park Improvement project grant application to the Land and Water Conservation Funds through the Nebraska Game and Park Commission. The project includes the construction of a new bathroom facility with guidance from the Parks Master Plan and the American Heroes Master Plan. The grant funds are federal funds provided from the National Park Service and carry all federal requirements.

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:

Conduct a public hearing regarding the proposed project and application and approve the Resolution for application to the Land and Water Conservation Fund.

ATTACHMENTS:

1. <input type="text" value="Resolution"/>	2. <input type="text" value="Project Summary"/>	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]

RESOLUTION NO. 2025-17

RESOLUTION ON DEVELOPMENT FOR OUTDOOR RECREATION AND AUTHORIZING THE MAYOR TO SUBMIT THE GRANT APPLICATION TO THE NEBRASKA GAME AND PARKS LAND AND WATER CONSERVATION FUND.

WHEREAS, the City of Bellevue, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of American Heroes Park Improvement Project; and

WHEREAS, the Mayor is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service; and

WHEREAS, the City of Bellevue, Nebraska will, within thirty (30) days, following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff; and

WHEREAS, the City of Bellevue, Nebraska has budgeted or currently has available its stated match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission; and

WHEREAS, the City of Bellevue, Nebraska has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner; and

WHEREAS, the City of Bellevue, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the interior and contained in 43 CFR 17

No property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

WHEREAS, the City of Bellevue, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water conservation Fund Act of 1965, as amended.; and

WHEREAS, the City of Bellevue, Nebraska agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, certifies that this resolution is a true copy of the original document **PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 19th day of August, 2025.

Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
8/19/2025

COUNCIL MEETING DATE: 8/19/2025		SUBMITTED BY: 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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of Waiver Hunting Regulations - Sgt. Don Pleiss or Capt. Kurt Stroehrer reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2025 through 1/31/2026 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: N/A

CONTRACT EFFECTIVE DATE: N/A CONTRACT TERM: N/A CONTRACT END DATE: N/A

PROJECT NAME: N/A

START DATE: N/A END DATE: N/A PAYMENT DATE: N/A INSURANCE REQUIRED: NO

CIP PROJECT NAME: N/A CIP PROJECT NUMBER: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: N/A ACCOUNT NUMBER: N/A

RECOMMENDATION:

Request approval of the list of applications for hunting waivers, as reviewed and approved by Sgt. Don Pleiss or Capt. Kurt Stroehrer.

ATTACHMENTS:

1. Listing for approval 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simone Bortolotto
[Signature]
[Signature]

2025 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Michael Baker	14106 S. 18th Street	Bellevue	68123	D0003334295	Lots 10A1 and 11A1, Fitzgerald's Subdivision	8/5/2025	8/5/2025	8/19/2025	
Jason T. Fox Sr.	943 County Road S.	Ashland	68003	D0003387166	301 Washington Street	8/5/2025	8/5/2025	8/19/2025	
Ryan Cronk	408 Martin Drive	Bellevue	68005	D0003383989	Lots 10A1 and 11A1, Fitzgerald's Subdivision	8/5/2025	8/5/2025	8/19/2025	
Brett Anderson	12202 N. 160th Street	Bennington	68007	D0003263975	301 Washington Street	8/6/2025	8/6/2025	8/19/2025	
Steve Schneider	6902 South 30th Street	Omaha	68147	D0003387757	1329 Camp Gifford Road	8/6/2025	8/6/2025	8/19/2025	
Jeff Christensen	11040 U Street	Omaha	68137	D0003389067	1403 Bluff Street	8/7/2025	8/8/2025	8/19/2025	
Carson Kellner	1303 Camp Gifford Road	Bellevue	68005	D0003391488	1309 Camp Gifford Road	8/7/2025	8/8/2025	8/19/2025	
Paul Fettes	1710 Timber Lane	Bellevue	68005	D0003425809	1107 Camp Gifford Road	8/18/2025	8/18/2025	8/19/2025	
Ben Wallingford	415 E. 19th Avenue	Bellevue	68005	D0003385708	415 E. 19th Avenue	8/18/2025	8/18/2025	8/19/2025	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 1, 2025		SUBMITTED BY: Finance	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

City of Bellevue Purchasing Policy Update

SYNOPSIS/BACKGROUND:

The City of Bellevue purchasing procedures were updated on May 8, 2025 to provide clarity on purchasing requirements and procedures for City employees. This is a detailed document that is referred to in the last paragraph of CITY COUNCIL POLICIES-POLICY RESOLUTION 4-PURCHASING AND PAYMENTS.

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 the City of Bellevue Purchasing Procedures, updated May 8, 2025.

ATTACHMENTS:

1. Purchasing Procedures	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: _____

Anna Proff
Paul
Sam



We Influence The World!

CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

May 8, 2025

PURCHASING PROCEDURES

TABLE OF CONTENTS

1. Purpose	Page 2
The Purchasing Process Guidance	Page 2
2. Code of Conduct	Page 2
Prohibition of Interest	Page 3
Gifts and Rebates	Page 3
3. The Procurement/Purchasing Process	Page 3
a. Requisitions & Estimate	Page 3
b. E-Req Approval Process	Page 4
Purchases less than \$1,000.00	Page 4
Purchases over \$1,000.00	Page 4
New Vendor – W-9 must be sent to Purchasing Agent	Page 5
c. Completed Purchase	Page 5
Contracts over \$30,000.00	Page 5
Tip Allowance	Page 6
Recap	Page 6
4. Encumbrance of Funds	Page 6
5. Bid Process	Page 6
a. Informal Bid	Page 7
b. Formal Bid	Page 7
6. Public Works Contract	Page 10
7. Emergencies	Page 10
8. Surplus property	Page 10
9. Exceptions	Page 11
10. Purchasing Fraud	Page 11



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

SECTION 1 - PURPOSE

The role of this purchasing procedure document is to define standard methods and procedures for the City to purchase products and services. This purchasing procedure document covers all non-payroll expenses for the City. Compliance with these purchasing procedures is mandatory for all employees. Noncompliance with these purchasing procedures could lead to action including termination of employment. The Purchasing Agent is responsible for maintaining and implementing the processes defined in this purchasing procedure document. Nothing in this policy and procedure document is meant to modify or supersede State Statute or the City of Bellevue City Council Policies.

The Purchasing Process Guidance

In addition to these Purchasing Process and Procedures, Credit Card Policy, Travel Policy, Bellevue City Council Policy Resolution's 4, 8, 19, 24, 28, 30, 31 and 38 apply to all purchases. Copies of this Purchasing Procedures document, Credit Card and Travel Policies are available on the City Intranet. Copies of City Council Policy Resolutions are available at the City Clerks Office.

SECTION 2 - CODE OF CONDUCT

Purchasing Department employees and those authorized to act in such a manner must accept a dual service role: 1) service for all user departments and, 2) service to the residents of the City. This dual role requires an acceptance of many responsibilities, strong commitments to purchasing objectives and a willingness to be held accountable for their actions.

City employees must endeavor to keep from involvement that could result in a "conflict of interest". Purchasing Department personnel and any department personnel involved in the purchasing function have the responsibility of upholding the reputation of the City and the goodwill it commands. Vendors are frequently willing to assist the Purchasing Department and other City departments in providing information or evaluating the needs of the department at no cost. Such assistance, however valuable, must be considered normal sales effort, and does not entitle a vendor to any preference in a competitive program.



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

It shall be unethical for any employee to knowingly use confidential information for actual or anticipated personal gain, or for actual or anticipated personal gain of any other person.

Prohibition of Interest.

Any purchase order or contract within the purview of these purchasing procedures in which the Purchasing Agent is financially interested, directly or indirectly, shall be void, except that before the execution of a purchase order or contract, the City Council shall have the authority to waive compliance with this section when it finds such action to be in the best interests of the City. Section 16-502 of the Nebraska Revised Statutes is hereby incorporated into this procedure manual.

Gifts and Rebates.

Employees of the City; as well as any member of the City Council and including the City Administrator; any direct report to the City Administrator; any officer or agent of the City, is expressly prohibited from accepting, directly or indirectly, from any person or entity with which any purchase order or contract within the purview of this Policy Resolution is or may be awarded, any rebate, gift, money, or anything of value whatsoever, except where given for use and benefit of the City. Violations shall constitute grounds for immediate removal from office and/or dismissal of employment with the City.

SECTION 3 - THE PROCUREMENT / PURCHASING PROCESS

1. Determine necessary goods or services to purchase that are within budgetary constraints.
2. Obtain Form W-9 for all new vendors (purchaser's responsibility)
3. Procure debarment information on contractor
4. Process requisition (E-Req)
5. Obtain Purchase Order
6. Process your order with the vendor/purchase goods or services (tips are limited)
7. Upon receipt of goods and/or services, verify they are satisfactory and the correct quantity
8. Upon receipt of invoice, verify quantity and price are correct. Verifier in 7 above signs the original invoice in 8 above confirming quality, quantity and price
9. Forward Invoice/Receipt/Documentation to Accounts Payable

Requisitions and Estimates.

Before the Purchasing Agent authorizes the purchase of and/or contracting for use of any Equipment, Supplies and Contractual Services, the "Using" Department, with appropriate authorization as defined



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

in the E-Req Approval Limits (Available on Bellevue Intranet/City Policies/E-Req Approval Limits), shall file with the Purchasing Agent detailed requisitions, and estimates of the requisite purchase. Employees initiating, authorizing, or approving purchases have certain responsibilities, including but not limited to, those listed below:

1. Employees initiating requisitions must be approved, in writing, by the Department Director.
2. No commitment shall be made by any employee of the City in violation of these purchasing procedures except in cases of bona fide emergencies. Any such purchases shall be null and void.
3. **Requisitions must NEVER be split for the purpose of circumventing purchasing approval limits and requirements.**
4. Employees making unauthorized purchases shall be held personally liable for the costs of such orders or contracts, and, if the funds have already been disbursed, that amount may be recovered from the employee, in the name of the City, through direct reimbursement or payroll deduction. Unauthorized purchases by employees for City purposes shall be addressed by the Department supervisor, the Director, and City Administrator upon notification from the Purchasing Agent. Purchases for personal use will be prosecuted (at legal's discretion) and may result in discipline up to and including termination of employment. Sales Tax paid by employees will not be reimbursed.
5. Ordering departments shall follow the approval process before a Purchase Order can be issued using the Electronic Requisition process (see E-Req Procurement/Purchasing Process on page 4).
6. When a purchase decision is made, particularly on high dollar and capital items, the total cost of the Equipment, Supply or Service must be evaluated. Purchase price, additional equipment and appurtenances, maintenance costs, operating costs, personnel required for operation, and the life expectancy of the item are all factors to be considered, as all aspects of the cost are necessary to justify the final decision.
7. Any City employee who desires to appeal a decision of the Purchasing Agent shall appeal to the Finance Director. Decisions not mutually agreed upon will receive a final decision by the City Administrator. Unless the Finance Director or City Administrator determines otherwise, the Purchasing Agent's decision in all cases shall be final.
8. No City employee or Using Department shall circumvent the prescribed authority structure of these Purchasing Procedures or Policy Resolution. Violation of this provision shall be cause for disciplinary action, including termination.



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

E-REQ APPROVAL PROCESS

All purchases require authorization. All purchases, \$1,000.00 and over, require a Purchase Order. Purchases under \$1,000.00 require authorization, however, do not require a Purchase Order. For ease of compliance with procedures, you may still use a Requisition (E-Req) to obtain a Purchase Order for purchases under \$1,000.00 as it is a convenient way to obtain appropriate authorization and approvals.

However, should you decide NOT to get a Purchase Order through the use of the E-Req system for purchases under \$1,000.00, you still must get the appropriate authorization(s) before making purchases as evidenced by writing and, invoices must be approved as to quantity, quality, and price (Signed, dated and coded for accounting). The signature must be identifiable (add your printed name) or it will be sent back.

Again, employees MUST process a requisition (E-Req) for all purchases, \$1,000.00 and over, secure the necessary authorization(s) (Available on Bellevue Intranet/City Policies/E-Req Approval Limits), and OBTAIN a Purchase Order BEFORE you are authorized to obligate City funds (place your order). This applies to all intended purchases no matter how the payment will be made (charge account, check or PCard).

The purchase of goods and/or services **prior** to the issuance of an approved Purchase Order is **strictly prohibited**.

Also, if you are using a first-time vendor, you MUST obtain a Form W-9. The City will not pay a vendor until a valid W-9 is on file. (See Purchasing Agent on handling refunds and reimbursements.)

COMPLETING A PURCHASE

When service is complete and/or goods are received

When goods are received, verification of the correct price, quantity, and quality of the goods and/or services must be **evidenced by the verifier signing and dating the invoice (must be identifiable-add printed name)** and sending it to Accounts Payable for payment. The original invoice is required (not a copy, not a statement, not a quote sheet).

INVOICES WILL NOT BE PAID UNTIL VERIFIED AS A BONAFIDE CLAIM AGAINST THE CITY



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

Whoever has the best knowledge of the items ordered (received, picked up, signed for service) should sign the actual invoice to ensure that the amount on the invoice should be paid or those mandated by the Department.

The City releases checks/disbursements following council approval of the expenses as presented. Council meetings are held each 1st and 3rd Tuesday of the month. This means that it could take 35 days or more to pay an invoice. All contracts should be modified to allow up to 45 days for payment (not “pay upon receipt” or “net 30”).

Council approval is required for purchase commitments. Items to be purchased in the ordinary course of business where the expenditure was included in the approved budget are considered approved for budget purposes but still require authorization/Purchase Order prior to purchase. Also, it has been the process of the City to obtain Council approval of all individual items costing \$10,000.00 or more. Any and all contracts over \$30,000.00, or of any amount that require the Mayors’ signature, must be approved by the City Council. The Council Meeting date on which the purchase commitment was approved by the City Council must be entered in the E-Req notes.

Limitation on Tips. Tips are limited to 15%. Whether the transaction is charged on an Employee’s PCard or billed to the City (to be paid by check), any Tip in excess of 15% will be the responsibility of the Employee. Amounts over the 15% limit will be deducted from the Employee’s Payroll if the Employee does not reimburse the City for the excess amount by other means.

The City is not required to pay Sales Tax and will not reimburse Employees for any Sales Tax they pay and submit for reimbursement. (Obtain Form 13 from the Finance department before making purchase to avoid sales tax)

So, let’s **recap** to make sure we are all on the same page:

1. Determine necessary goods or services
2. Obtain Purchase Order through the E-Req process
 - a. Obtain Form W-9, if needed
 - b. Include range of coverage for subscriptions, renewals, maintenance, software, etc.
 - c. Get all the approvals necessary
 - d. Obtain debarment information on contractor/company
3. Process your order with the vendor/purchase the goods or services (tips are limited)
4. Upon receipt of goods &/or services, Verify your goods and/or services are satisfactory
5. Upon receipt of invoice, verifier (above) signs the original invoice confirming quality, quantity and price



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

6. Forward Invoice/Receipt/Documentation to Accounts Payable

Exceptions to this policy and procedure will require sign-off by the Finance Director and City Administrator or Designee(s).

SECTION 4. – ENCUMBRANCE OF FUNDS

Except in cases of emergency, the Purchasing Agent shall not make any Purchasing Decision on a formal contract purchase or an open market purchase approving a Using Department's request for Equipment, Supplies and Contractual Services until the Finance Director or his/her duly authorized representative shall have certified, after pre-audit, that there is sufficient unencumbered appropriation balance to the credit of such Using Department, in excess of all unpaid obligations, to defray the amount of such order.

SECTION 5 – BID PROCESS

Formal/Informal Bidding/Sole Source Services.

All purchases of, or contracts for, Equipment, Supplies and Contractual Services shall, except as specifically provided herein, be based whenever possible on competitive bids. ***This section shall not apply to contracts made by the City for professional services.***

Less than \$1,000.00: Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.

\$1,000.00-\$9,999.99: Telephone Quotes: All purchases of supplies, equipment, or contractual services in an amount of \$1,000 but under \$10,000.

\$10,000.00-\$29,999.99: Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment, or contractual services in an amount of \$10,000 but under \$30,000.

\$30,000.00 or more: Formal Bidding (sealed bids): Published for all purchases of supplies, equipment, or contractual services in an amount of \$30,000 or more.

Exceptions:

Sole Source Goods and Services: **Sole Source is procurement in which only one vendor is capable of supplying the commodity or service.** This may occur when the goods or services are specialized or unique in character. Written justification must be provided and approved by the appropriate authorization level and Purchasing Agent. 'Sole' means 'the one and only'. Sole source goods and



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

services are not subject to any bid procedure, regardless of the dollar amount. However, prior to procuring such sole source services, a cost estimate is first obtained in writing.

Bona fide State Contracts may be used in lieu of formal bidding.

Informal Bid.

When the estimated aggregate cost of the Equipment, Supplies or Contractual Services is less than the amount specified in EXHIBIT A, "POLICY RESOLUTION 4 - PURCHASING AND PAYMENTS" and Section 16-321 of the Nebraska Revised Statutes, the purchase or sale of such Equipment, Supplies or Contractual Services shall be made in the open market, without newspaper advertisement and without observing the procedures prescribed for the award of formal contracts.

Formal Bid.

Regardless of the nature of the expenditure, when the estimated aggregate cost of the Equipment, Supplies and Contractual Services exceeds the amount specified in EXHIBIT A, "POLICY RESOLUTION 4 - PURCHASING AND PAYMENTS", the Purchasing Agent, or employee designated, shall follow the formal contract procedures set forth below.

1. The Purchasing Agent, or designee, shall not make a Purchasing Decision that obligates the City to purchase or contract for any such Equipment, Supplies and Contractual Services without the prior approval of the City Council.
2. Such Equipment, Supplies and Contractual Services shall be purchased or sold by formal written contract from the lowest responsible bidder after due notice inviting proposals and in full compliance with all provisions specified in EXHIBIT A, "POLICY RESOLUTION 4 - PURCHASING AND PAYMENTS" and Sections 73-101 et. seq. of the Nebraska Revised Statutes.
3. Notice inviting bids shall be published once in at least one official newspaper in the City and at least ten (10) days preceding the last day set for the receipt of proposals. The notice will also be placed on the City's website. The notice shall include a general description of the Equipment, Supplies and Contractual Services to be purchased or sold and shall state where bid documents, blanks and specifications, may be obtained. The notice shall also fix the place to which bids must be returned and the date and time at which the receipt of bids will close. The notice shall state that the bids shall be immediately and simultaneously opened in the presence of bidders or their representatives when the time is reached for bids to close.
4. The Purchasing Agent, or designee, shall also solicit sealed bids from all responsible protective suppliers who have requested their names to be added to a "Bidders List" which the Purchasing Agent, or designee, shall maintain, by sending them a copy of such newspaper notice or such other notice that will acquaint them with the proposed purchase or sale. In any case, invitations



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

sent to the vendors on the Bidders List shall be limited to Equipment, Supplies or Services that are similar in character and ordinarily handled by the trade group to which the invitations are sent.

5. The Purchasing Agent, or designee, shall also advertise all pending purchases or sales by a notice posted on the public bulletin board in City Hall.

6. When deemed necessary by the Purchasing Agent, or designee, bid deposits (surety) shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to a return of surety, if any. A successful bidder shall forfeit any surety required by the Purchasing Agent upon his/her failure to enter into a contract within ten (10) days after the award.

7. Bids shall be submitted sealed to the City Clerk and shall be identified as bids on the envelope. Bids shall be opened in public on the date and at the time and place stated in the public notices. A tabulation of all bids received shall be available for public inspection.

8. The City Council shall have the authority to reject all bids or parts of all bids for any one or more items included in the proposed contract when the public interest may not be served.

9. The Purchasing Agent, or designee, shall not accept the bid of a contractor who is in default on the payment of taxes, licenses or other monies due to the City.

10. If the City Council receives fewer than two bids on a contract for Equipment, Supplies or Contractual Services, the Mayor and City Council may reject the bids and authorize staff to negotiate a contract for the Equipment, Supplies or Contractual Services.

11. If all bids received exceed the cost for a project as estimated in compliance with Section 16-321 of the Nebraska Revised Statutes, the Mayor and City Council may direct staff to negotiate a contract in an attempt to complete the proposed project at a cost commensurate with the estimate.

12. The City Council may waive the bidding procedure: (1) when the Equipment, Supplies or Services to be purchased are for the same price and from the same seller as Equipment, Supplies or Services which have formerly been obtained pursuant to the City's bidding procedure as set forth in EXHIBIT A, "POLICY RESOLUTION 4 - PURCHASING AND PAYMENTS"; (2) when the Equipment, Supplies or Services to be purchased are for the same price and from the same seller as Equipment, Supplies or Services which have formerly been obtained pursuant to the state bidding procedure set forth in Sections 81-145 to 81-162 of the Nebraska Revised Statutes; or (3) when the contract is negotiated directly with a sheltered workshop pursuant to Section 48-1503 of the Nebraska Revised Statutes.

13. Contracts shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder," in addition to price, the Purchasing Agent, or designee, shall consider:

a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

- b. Whether the bidder can perform the contract or provide the service promptly, and within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the supplies, or contractual services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. The number and scope of conditions attached to the bid; and
 - j. Other elements of consideration outlined in Section 81-161 of the Nebraska Revised Statutes and deemed applicable by the Purchasing Agent.
14. When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Purchasing Agent and filed with the other papers relating to the transaction.
15. A resident bidder, as defined in Section 73-101.01 of the Nebraska Revised Statutes, shall have preference over a non-resident bidder, but only to the extent provided in Section 73-101.01.
16. The Purchasing Agent shall have the authority to require a performance bond before entering into a contract in such amount as he/she shall find reasonably necessary to protect the best interests of the City. This provision shall be included in the bid specifications.

SECTION 6 - PUBLIC WORKS CONTRACTS



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CITY OF BELLEVUE, NEBRASKA PURCHASING PROCEDURES

Before publishing a notice for bids for any public works contract, the City Engineer shall, at the request of the Mayor and City Council, make estimates of the cost of labor, equipment and material which may be done or furnished by contract and make all surveys, estimates, and calculations necessary to be made for the establishment of grades, the building of culverts and sewers, the improvement of streets and sidewalks, the erection and repair of buildings and other such public works projects. The bidding procedure for public works projects shall comply with the bidding procedure of the City and the bidding procedure mandated by Section 16-321 of the Nebraska Revised Statutes and other provisions of state law.

SECTION 7 - EMERGENCIES

In case of a public emergency resulting from infectious or contagious diseases, destructive windstorms, floods, snow, war, or an exigency or pressing necessity or unforeseen need calling for immediate action or remedy to prevent a serious loss of, or serious injury to, life, health, or property, estimates of costs and the advertising of bids may be waived pursuant to an emergency ordinance enacted under Section 16-405 of the Nebraska Revised Statutes and adopted by a three-fourths vote of the City Council.

SECTION 8 - SURPLUS PROPERTY

All Using Departments shall submit to the Purchasing Agent, or designee, at such time and in such form as the Purchasing Agent, or designee, shall prescribe, reports listing all Equipment and Supplies which are no longer used, or which have become obsolete or worn out.

(a) The Purchasing Agent, or designee, with the approval of the Finance Director or his/her duly authorized representative, shall have the authority to transfer such items from one Using Department to another Using Department.

(b) The Purchasing Agent, or designee, with the approval of the City Administrator or his/her duly authorized representative, shall have the authority to sell all surplus Equipment and Supplies which have become unsuitable or unnecessary for public use; or to exchange the same for, or trade in the same on, new Equipment and Supplies. All sales of Equipment or Supplies in this category shall conform as closely as possible to the bid procedures outlined in these policies and shall be made to the highest responsible bidder.

Whoever has the best knowledge of the items ordered (received, picked up, signed for service) should sign the actual invoice to ensure that the amount on the invoice is actually owed.

For all invoices turned in for processing/payment starting Monday April 21, 2025, authorized signatures are required. If an authorized signature is not on the invoice, the invoice will be returned



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to the department. This failure to follow purchasing guidelines by the department may delay the vendor payment!

SECTION 9 – EXCEPTIONS

Insofar as the authority of the Purchasing Agent is concerned, these Purchasing Procedures and Policy Resolution shall not apply to construction contracts for sanitary improvement districts nor to state or federally funded programs that mandate a different contracting procedure.

SECTION 10 - PURCHASING FRAUD

Purchasing Fraud occurs when an employee makes an unauthorized purchase. Purchases for personal use will be prosecuted (at legal's discretion) may result in discipline up to and including termination of employment. If the unauthorized purchase was for City purposes, it will be escalated to the purchasing department's supervisor, the Director, and City Administrator, as determined by the Finance Department.

May 8, 2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
8/19/2025

COUNCIL MEETING DATE: 08/19/2025		SUBMITTED BY: Scott Houghtaling	
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:

Employee Wellness Agreement

SYNOPSIS/BACKGROUND:

The City of Bellevue's Consulting Services Agreement with Lockton for the Employee Wellness Program set to expire August 31st, 2025. This program has helped employees that are in the program as our total Health Score of 53 is below the National average of 67. Our Risk score of 54 is also below the National Average of 67, therefore I would like to recommend that we continue this partnership for FY 25/26 with no increase to the annual fee of \$22,500.

FISCAL IMPACT: \$22,500 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Wellness Consulting Agreement

CONTRACT EFFECTIVE DATE: 09/01/2025 CONTRACT TERM: 12 mo CONTRACT END DATE: 08/31/2026

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: 10-23-6010 ACCOUNT NUMBER:

RECOMMENDATION:

Recommend renewing agreement with Lockton for FY 2025/2026 at no annual fee increase-\$22,500

ATTACHMENTS:

1. Consulting Service Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Jimna Brattin
Phil King
Scott Houghtaling



Consulting Services Agreement

This Consulting Services Agreement (the “Agreement”) made and entered into effective as of September 1, 2025 (“Effective Date”), by and between CITY OF BELLEVUE (“Client”) and the Founders Series of Lockton Companies, LLC (“Lockton”). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM. This Agreement will be in effect from the Effective Date to August 31, 2026 unless earlier terminated in accordance with the provisions of Section 4 of this Agreement. This Agreement may be extended by mutual written agreement of the parties pursuant to Section 6.3 of this Agreement.

2. COMPENSATION, DISCLOSURE AND PAYMENT TERMS

2.1 Compensation. All consulting and/or insurance services provided by Lockton as set forth in Addendum A will be performed for the following compensation in 2.2.

2.2 Payment Schedule. Client shall pay the fee set forth above on the following payment schedule:

<u>Due Date</u>	<u>Amount Due</u>
Annual	\$22,500

Client will provide full payment to Lockton for all fee invoices submitted within 30 days of Client’s receipt of each invoice. Client grants Lockton a right to setoff any amounts Lockton owes to Client against any unpaid fees Client owes to Lockton.

3. SERVICES

3.1 Scope of Services. It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Agreement. In the event Client: 1) requests that Lockton provide other services beyond those set forth in Addendum A; or 2) makes an acquisition or otherwise experiences growth such that the level and/or scope of services needed by Client shall significantly exceed the level of services as contemplated at the inception of this Agreement, Client and Lockton agree to review in good faith the additional services required and increase the fee set forth herein or agree to other compensation (such as commissions on additional placements) in addition to the fee. Such additional compensation shall be set forth in a written and signed addendum pursuant to Section 6.3 of this Agreement.

3.2 Use of Intermediaries. When in Lockton’s professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client’s employee benefit programs. However, this may only be done after consultation with and prior approval by Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any

and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Lockton as described herein.

3.3 Modeling and Analytics Services. Lockton provides various modeling and/or data analytics services to its clients (“Modeling and Analytics Services”) and may provide such services to Client. Client authorizes Lockton 1) to disclose information it receives from Client, its insurers and/or third-party administrators to Lockton’s affiliates, parents, employees, and/or to third parties as necessary to perform such Modeling and Analytics Services, and 2) to contribute such information to benchmarking databases created by or for Lockton to facilitate the creation of analytic reports for its clients, provided that such reports shall not include any information that personally identifies Client or its employees.

Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors, as well as information provided by third parties. If any such information provided to or utilized by Lockton is inaccurate, incomplete or should change, the Modeling and Analytics Services provided by Lockton could be materially affected. As Modeling and Analytics Services are subject to inherent uncertainty and involve variables beyond Lockton’s control, actual results may differ materially from Lockton’s projections. The parties agree that Lockton shall have no liability to Client if 1) Lockton is provided inaccurate or incomplete information, or 2) actual results differ from Lockton’s projections. Modeling and Analytics Services do not constitute, and are not intended to be a substitute for, independent actuarial, accounting or tax advice.

4. TERMINATION OF SERVICES

4.1 Termination for Convenience. Client or Lockton may terminate this Agreement at any time with thirty (30) days’ written notice to the other party.

4.2 Fee Due at Termination.

In the event that Client terminates this Agreement, either by BOR or by thirty (30) days written notice, all services will be discontinued on the effective date of termination. In such event, Lockton shall invoice Client for the services provided up to the effective date of termination on a pro rata basis in accordance with the compensation terms of this Agreement.

5. CONFIDENTIALITY

5.1 Confidential Information. Lockton and Client acknowledge that the nature of Lockton’s services provided to Client may result in either party (the “Disclosing Party”) disclosing to the other party

(the "Receiving Party") certain of Disclosing Party's information ("Information"), some of which may be of a confidential or proprietary nature. For purposes of this Agreement, Information shall mean any and all nonpublic information provided to the Receiving Party, which may include the Disclosing Party's product, marketing, pricing or financial strategies; customer information; employee information; proprietary business processes or technologies; financial information and/or trade secrets.

5.2 Exclusions. Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by the Receiving Party; 2) becomes known by the Receiving Party without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to the Receiving Party; 4) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Information; or 5) The Receiving Party is required by law, regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided the Receiving Party, unless prohibited by law, gives the Disclosing Party prompt written notice of such required disclosure to enable the Disclosing Party to pursue protective measures.

5.3 Receiving Party's Confidentiality Duties. In consideration of the Disclosing Party's disclosure of Information to the Receiving Party, the Receiving Party hereby agrees as follows:

A. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Information, and shall not use the Information for any purpose other than the advancement of the services contemplated herein.

B. The Receiving Party shall not, without the prior written approval of the Disclosing Party, publish or disclose to others any of the Information, except that Client expressly authorizes Lockton to disclose Client's Information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.

C. The Parties acknowledge that any unauthorized disclosure or use of the Information in violation of this Agreement by a Receiving Party may cause the Disclosing Party irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agree that the Disclosing Party shall have the right to seek injunctive relief in addition to any other remedies otherwise available to the Disclosing Party at law or in equity.

D. At the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party any and all records or documents constituting the Information, except that the Receiving Party shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements. If return of the Information is not feasible, the Receiving Party shall maintain the Information pursuant to the terms and conditions of this Agreement.

5.4 Data Protection

A. For the purposes of this section 5.4:

1. **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

2. **Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

Personal Data means any information relating to an identified or identifiable living individual;

3. **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and **Process**, **Processes** and **Processed** shall be construed accordingly;

4. **Processor** means a person which Processes Personal Data on behalf of a Controller;

5. **Relevant Individual** means any individual whose Personal Data is disclosed to Lockton for Processing by Lockton or on Lockton's behalf in connection with our engagement or any services Lockton provides to Client, including (by way of example) any individual who is an insured person, or a third-party claimant, under or in respect of an insurance policy; and

6. **Relevant Person** means Client and any other person who collects Personal Data relating to a Relevant Individual.

B. Client and Lockton acknowledge and agree that, in relation to our engagement and any services Lockton provides to Client:

1. Lockton is a Controller in respect of the Personal Data Lockton Processes;

2. Client is a Controller in respect of the Personal Data Client Processes;

3. Lockton and Client are not joint Controllers; and

4. neither Client nor Lockton Processes any Personal Data on behalf of the other as a Processor.

C. In respect of the Personal Data that Lockton or Client Process in relation to our engagement and any services Lockton provides to Client:

1. Client and Lockton shall comply at all times with our respective obligations under the Data Protection Laws; and

2. Client and Lockton shall notify each other without undue delay after, and in any event within 24 hours of, becoming aware of any breach of security or other circumstance leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data.

D. In relation to Lockton's engagement and any services Lockton provides to Client, Client shall only provide to Lockton the Personal Data requested by Lockton from time to time, and Client shall ensure that no other Personal Data is provided by Client (or anyone else acting on Client's behalf) to Lockton.

E. Client shall ensure that the information notice set out in the GDPR privacy notice provided by Lockton, or any replacement information notice that Lockton provides to Client from time to

time, is provided to each Relevant Individual. Client shall ensure that the notice is provided to the Relevant Individual at the time when its Personal Data is first collected by the Relevant Person.

F. Client shall ensure that such steps are taken to obtain the consent of each Relevant Individual to the Processing of its Personal Data in connection with Lockton's engagement and any services Lockton provides as may be required from time to time by Lockton.

G. Client shall ensure that Lockton is promptly notified of any contact a Relevant Person receives from a Relevant Individual regarding the Processing of its Personal Data in relation to our engagement or any services Lockton provides to Client. Client shall ensure that each Relevant Person provides Lockton with reasonable cooperation and assistance in relation to each such contact to enable Lockton to respond to such contact fully and promptly and in accordance with any deadlines set by the Data Protection Laws to which Lockton is subject.

H. In addition, Client and Lockton agree to work together to ensure that Lockton is able to Process the Personal Data that Lockton Processes in relation to Lockton's engagement and any services Lockton provides to Client for the purposes contemplated by such engagement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws to which Lockton is subject. This shall include Client cooperating and assisting Lockton with Lockton's dealings with regulatory authorities responsible for maintaining and enforcing the application of the Data Protection Laws to which Lockton is subject.

I. Client and Lockton agree to enter into such other written agreements as may be required from time to time to enable Client to comply with the Data Protection Laws to which Client is subject and/or to enable Lockton to comply with the Data Protection Laws to which Lockton is subject.

J. This Section 5.4 shall survive the termination or expiration of this Agreement.

6. GENERAL CONDITIONS

6.1 Cooperation. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.

6.2 Assignment. Neither party shall assign any rights or duties herein set forth without the prior written consent of the other party.

6.3 Entire Agreement. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section 3.1, this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.

6.4 Indemnification. Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of (i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.

6.5 Dispute Resolution. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided pursuant to this Agreement shall be adjudicated and resolved exclusively through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time such arbitration is initiated. Any arbitration hereunder shall be conducted in Kansas City, Missouri, and the decision of the arbitrator shall be final and binding upon all parties. An arbitrator's decision may be recorded and registered as a judgment in any jurisdiction in which the party against whom the arbitration award is rendered has assets in order for the prevailing party to collect any amounts due hereunder. Each party shall be responsible to pay its own arbitration filing fees, arbitrator fees, attorney fees, and other related administrative costs and expenses incurred in the course of prosecuting or defending a claim in arbitration.

6.6 Limitation of Liability. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THESE TERMS OF BUSINESS, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO: 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY HEREIN INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES.

6.7 Accuracy and Completeness of Information. Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. Lockton shall not be responsible for independently verifying the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that

are the result of, arise from, or are based on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide accurate and complete information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.

6.8 No Reliance. Any reports or advice provided by Lockton should not be relied upon as accounting, legal, actuarial or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal, actuarial and tax advisors.

6.9 Relationship between the Parties. Client acknowledges and agrees that in no event shall Lockton owe any enhanced or special duties to Client, express or implied, in fact or by law, whether referred to as a special relationship or fiduciary relationship or otherwise, except to the extent required by applicable law.

6.10 Notices. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their respective addresses as follows:

CLIENT

CITY OF BELLEVUE
1500 Wall Street
Bellevue, NE 68005
Attn: Rusty Hike
Title: City of Bellevue Mayor

LOCKTON

FOUNDERS SERIES OF LOCKTON COMPANIES, LLC
444 W. 47th Street Suite 900
Kansas City, MO 64112
Attn: Lisa Hawker
Title: Chief Operating Officer

6.11 Governing Law. This Agreement shall be governed for all purposes by the laws of the state of Missouri.

<The rest of this page is intentionally left blank. Signature page to follow.>



In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and year first written above.

FOUNDERS SERIES OF LOCKTON COMPANIES, LLC

CITY OF BELLEVUE

BY: _____

Lisa Hawker
Chief Operating Officer

BY: _____

Rusty Hike
City of Bellevue Mayor

DATE: _____

DATE: _____

Addendum A—Lockton Nurse Advocacy

Standard Lockton Nurse Advocacy (LNA) Services	Typical Frequency	Cost
❖ Health Risk Assessment (HRA) – Administer the delivery of an online survey of individual medical history and lifestyle choices behaviors.	Annually	Included in Fee
❖ Collection of Physician Preventive Biometric Screening and Laboratory Results Form – The collection / measurement of height, weight, waist circumference, blood pressure, as well as laboratory screening.	Annually	Included in Fee
❖ Wellness Portal access – All members can register on the Wellness Portal and have access to their individualized reporting, incentive criteria and other health resources that may be available.	Annually	Included in Fee
❖ Health Coaching – One -to-one meetings with a professional nurse for those that did not meet certain benchmarks. The nurse will work with the member to educate, set health goals and to offer motivation and support to the individuals for reaching their health goals.	Quarterly	Included in Fee
❖ Employer Aggregate Report – A comprehensive aggregate report of the Client’s biometric and lifestyle results stratified by risk category, and executive review of findings.	Annually	Included in Fee
❖ Educational Presentations – Presentations developed and presented by a nurse.	As needed	Additional fees may apply
❖ Incentive Tracking and Reporting – A report will be provided with the names of participants and their incentive qualification status.	Annually	Included in Fee
❖ Lunch – N – Learns – Presentation developed and presented by a nurse.	As needed	2 are included; there will be a cost for additional presentations
❖ Wellness Newsletter	Monthly	Electronic version Included

Our Mission

To be the worldwide value and service leader in insurance brokerage, risk management, employee benefits, and retirement services

Our Goal

To be the best place to do business and to work



LOCKTON

RISK MANAGEMENT | EMPLOYEE BENEFITS | RETIREMENT SERVICES

www.lockton.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
8/19/2025

COUNCIL MEETING DATE: August 19, 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:

Purchase of melter/applicator.

SYNOPSIS/BACKGROUND:

The Street Department is requesting approval to purchase a 2025 Etnyre ECS400 Crack Sealer from Road Builders Machinery and Supply as priced on Sourcewell Contract # 050625-ETN

FISCAL IMPACT: \$81,500.00 BUDGETED FUNDS: Y GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: SOURCEWELL - 050625-ETN

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIPST25(10) - OPERATIONS.EQUIPMENT CIP PROJECT NUMBER: REPLACE ST#333, 2014 CRAFCO SEALANT MACHINE

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

ACCOUNTING DISTRIBUTION CODE: 7100.15 ACCOUNT NUMBER: 7100.15 - Equipment

RECOMMENDATION:

Approval to purchase

ATTACHMENTS:

- City of Bellevue, NE - Etnyre ECS400 Quote
- Sourcewell ECS 400
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Annexa Bortillon

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]



Dealer Name/Branch: RoadBuilders Machinery & Supply Company/ Omaha

Customer Name: City Of Bellevue

Customer's Sourcewell number:

Etnyre Sourcewell number: 050625-ETN

Address: 210 West Mission

City/State/Zip Code: Bellevue, NE 68005

Cell Phone Number: 402-293-3005

Office Phone Number:

Contact Name: Bobby Riggs

Email Address: bobby.riggs@bellevue.net

Quantity: 1

- 1) Do not copy and paste into a separate worksheet. Please complete the electronic version pro
- 2) Mark an "X" in the box next to your selected option.
- 3) If a line item appears in red, it is not compatible with the option you selected.
- 4) Complete any fields highlighted in blue, if applicable.

ECS400 - Etnyre Crack Sealer		Qty	Price	Ext. Price
<input checked="" type="checkbox"/>	Capacity 400 Gallons			\$83,690.00
<input checked="" type="checkbox"/>	Loading Doors - (1) Door on each side of tank, includes safety latches	1	\$0.00	\$0.00
	Material Block Load - Manual assist	1	\$4,766.00	\$0.00
<input checked="" type="checkbox"/>	Power Unit-25HP diesel engine, includes fuel/water separator	1	\$0.00	\$0.00
	Engine cover - Protective cover around engine	1	\$2,626.00	\$0.00
<input checked="" type="checkbox"/>	Fuel Tank - 24 gallon mounted above fender on roadside	1	\$0.00	\$0.00
<input checked="" type="checkbox"/>	Material Pump - 20 GPM	1	\$0.00	\$0.00
<input checked="" type="checkbox"/>	Thermometer - 3" dial at rear of material tank	1	\$0.00	\$0.00
<input checked="" type="checkbox"/>	Hot Oil Heat System - with flow control	1	\$0.00	\$0.00
<input checked="" type="checkbox"/>	Heating System - (1) fuel oil burner with automatic ignition	1	\$0.00	\$0.00
	Electric Heated Application Hose - (1) stored in heated hose box	1	\$7,627.00	\$0.00
<input checked="" type="checkbox"/>	120V heating Element - inside of tank to heat material while not in use	1	\$1,210.00	\$1,210.00
	240V heating Element - inside of tank to heat material while not in use	1	\$1,210.00	\$0.00

X	Hose Swing Boom/Holder - Mounted at rear of top of hose storage box	1	\$0.00	\$0.00
	Dual wand set-up with 2nd boom and 2nd hose (non-heated hose)	1	\$1,620.00	\$0.00
	Stainless steel hose - single	1	\$734.00	\$0.00
	Stainless steel hose - dual	1	\$3,088.00	\$0.00
X	Controls with manual and auto mode, includes digital displays	1	\$0.00	\$0.00
X	6" round return line	1	\$0.00	\$0.00
X	Paint - Etnyre Signal Yellow	1	\$0.00	\$0.00
	Paint - Etnyre Red	1	\$0.00	\$0.00
	Paint - Etnyre Gloss Black	1	\$0.00	\$0.00
	Paint - Etnyre White	1	\$0.00	\$0.00
	Paint - Etnyre Mission Gray	1	\$0.00	\$0.00
	Paint - Bearcat Orange	1	\$0.00	\$0.00
	Paint - Non metallic upgrade paint (see Etnyre color selector)	1	\$3,000.00	\$0.00
	Paint - Non metallic custom paint (not on Etnyre color selector)	1	\$10,000.00	\$0.00
X	Trailer under carriage - (2) 7,000# rubber torsion axle, (4) 235/85R16-E tires on white steel disc wheels, electric brakes	1	\$0.00	\$0.00
X	Hitch - 3" towing eye mounted at front of trailer with vertical adjustment, includes (2) safety chains. Standard length 23 1/4" long	1	\$0.00	\$0.00
	Hitch - 2 5/16" bulldog mounted at front of trailer with vertical adjustment, includes (2) safety chains. Standard length 23 1/4" long	1	\$0.00	\$0.00
	3" pinile 7" short	1	\$190.00	\$0.00
	3" pinile 46" long	1	\$500.00	\$0.00
X	Lights and Reflectors per FMVSS-108	1	\$0.00	\$0.00
	Arrow Board	1	\$3,000.00	\$0.00
	(2) L.E.D. worklights	1	\$500.00	\$0.00
X	L.E.D. strobe light mounted at top of tank	1	\$0.00	\$0.00
X	Toolbox mounted above fender on curbside	1	\$0.00	\$0.00
X	10 LBS fire extinguisher mounted at front of trailer	1	\$0.00	\$0.00

Additional Equipment				
X	Bucket pour spout - mounted on curbside at rear terminating with a ball valve	1	\$587.00	\$587.00
	Spare tire and mount	1	\$542.00	\$0.00
	Hand Squeegee	1	\$283.00	\$0.00
	Disc Handwand Tip - 4 1/2" steel	1	\$60.00	\$0.00
	Disc Handwand Tip - 6" steel	1	\$88.00	\$0.00
	Extra Standard Tip - joint sealing tip	1	\$60.00	\$0.00
	Mudflaps	1	\$150.00	\$0.00

List Price	\$85,487
Discount (15%)	<u>-\$12,823</u>
Net Price	\$72,664
Surcharge	<u>\$4,723</u>
Unit Price	<u>\$77,387</u>

John Krager

From: Bobby Riggs
Sent: Thursday, August 7, 2025 2:27 PM
To: David Goedeken
Cc: Todd Jarosz; Mary Kankovsky
Subject: Agenda request - 08.19.2025 meeting (sealant applicator)
Attachments: Sourcewell ECS 400.xlsx; City of Bellevue, NE - Etnyre ECS400 Quote.pdf; 08.19.2025 Agenda Cover Sheet - Road Builders_sealant applicator.pdf

Attached, please find the agenda request form, a quote from Road Builders, and the Sourcewell pricing excel sheet for the purchase of an ECS 400 machine which is part of the approved FY25 budget.

Unit 333 had significant mechanical issues last year and required the city to purchase several key components to make the unit continue to be operational.

We had asked Logan Contractor Supply to look at the machine this spring, being a local Crafcro sales and distribution center. They agreed and expressed interest in working up a trade-in value to purchase back the unit from Bellevue after their service department and manager could review their internal assessment. They came back to us with a best offer to purchase the unit back at well under market value, considerably under ten-thousand dollars.

I would like to propose that the city keep this unit until we reach a point of failure, or significant repair costs.

Etnyre (formally Bearcat) is a proven brand. This is further demonstrated in that Bearcat engineers designing the earlier Crafcro sealant units and helped Crafcro get into the market. Locally, the biggest regional sealing business, Midwest Coatings, used the line exclusively and has for a long period of time.

Crafcro, in recent production years has marketed a machine which is increasingly unreliable and expensive to keep operational.

Bearcat has remained close to its original design over time, similar to when they engineered the Crafcro units and they were extremely reliable.

Please let me know if you have any questions or need any further information for the purchase.

Thanks,

Bobby Riggs

City of Bellevue
Street Superintendent
Office: (402) 293-3126
E-mail: Bobby.Riggs@bellevue.net



<https://bellevue.net/>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
8/19/2025

COUNCIL MEETING DATE: 8/19/25		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:

Flagpole for Washington Park

SYNOPSIS/BACKGROUND:

Need to replace existing flagpole due to age, wearing and install new flagpole.
Woodmen Life may be donating towards to this purchase.

FISCAL IMPACT: \$15,489.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: DURABLE FLAGS 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: 10-11-6320

RECOMMENDATION:

Authorize the Mayor and City Council to approve the purchase of the new flagpole in Washington Park.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Stimney Portwillon
Thompson
Sam & Kevin

Durable Flags

10239 Madison St
 Omaha, NE 68127-5406 USA
 (402) 689-9141
 flagguy@ durableflags.com



Estimate

ADDRESS	SHIP TO	SHIP VIA	LTL	ESTIMATE	3002231
Leanna Persinger	City of Bellevue			DATE	07/14/2025
Washington Park	Washington Park			EXPIRATION	08/31/2025
Bellevue, NE 68005 USA	Bellevue, NE 68005 USA			DATE	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	CAFP (XIWW) Xtreme Series 40' Internal 10" butt, .250" wall, 166mph FWS, 2 section(s), Satin	(XIWW) Xtreme Series 40' Internal 10" butt, .250" wall, 166mph FWS, 2 section(s), Satin - INCLUDES- Heavy-duty gold anodized ball, revolving truck assembly, internal halyard assembly, counterweight, winch and handle, heavy-duty cast aluminum flash collar, corrugated steel sleeve	1	6,984.00	6,984.00T
	Installation - 40ft Commercial Flagpole	Installation - 40ft Commercial Flagpole	1	2,950.00	2,950.00T
	NF12DR 8 x 12 Nylon Reinforced American Flag	8 x 12 Nylon Reinforced American Flag - Including with pole	1	0.00	0.00T
	American Beacon Dual Plus Lighting 3.5" pole top	American Beacon Dual Plus Lighting 3.5" pole top	1	3,460.00	3,460.00T
	Installation - 40ft Commercial Flagpole	Removal of existing pole and foundation	1	1,800.00	1,800.00T

Flags included FOB	SUBTOTAL	15,194.00
Flagpole lead time 5-7 weeks from order	TAX	0.00
	SHIPPING	295.00
	TOTAL	\$15,489.00

Accepted By:

Accepted Date:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
8/19/2025

COUNCIL MEETING DATE: 8/19/2025		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:

CIP25WW(6) - BPW230611 Old Towne CIPP Rehabilitan Package - CIPP Change Order No. 1

SYNOPSIS/BACKGROUND:

The City of Bellevue Wastewater Department (WW) requests the City Council approve and the Mayor to authorize the execution of Change Order No. 1 (CO1) between the City of Bellevue and SAK Construction, LLC in the amount of \$811,795.50 to the Olde Towne CIPP Rehabilitation project approved on March 3, 2025. The original approved total project cost was \$822,795.50 and CO1 will increase the total project costs to \$1,634,591.00. CO1 is requesting to add approximately 20,000 linear feet of sanitary sewer. This pricing honors the original contract pricing and recognized savings of \$11,000.00, from a reduction in mobilization costs.

FISCAL IMPACT: \$811,795.50 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: SAK Construction, LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: CIP25WW(6) BPW 230611 Olde Towne CIPP Rehabilitation Package

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CIPWW25(6) - BPW230611 Olde Towne CIPP Rehabilitation Package

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

CIP PROJECT NAME: Olde Towne CIPP Rehabilitation Package CIP PROJECT NAME: WW25(6)

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

ACCOUNTING DISTRUBUTION CODE: 7000 ACCOUNT NUMBER: WW25(6)

RECOMMENDATION:

City Council to authorize the Mayor to approved the Change Order No. 1 and the Notice to Proceed between the City of Bellevue and SAK Construction, LLC in the amount of \$811,795.50

ATTACHMENTS:

- Change Order No. 1
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature 1
Signature 2
Signature 3

CHANGE ORDER NO.: 1

Owner:	City of Bellevue	Owner's Project No.:	230611
Engineer:	Embris Group	Engineer's Project No.:	23-021.02
Contractor:	SAK construction, LLC	Contractor's Project No.:	
Project:	Old Towne CIPP Rehabilitation - Phase 1		
Contract Name:			
Date Issued:	8/12/2025	Effective Date of Change Order:	8/19/2025

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

Description:

Additional work of CIPP rehabilitation in Old Towne to add 20,000 linear feet of sanitary sewer in the Olde Towne area

Attachments:

Letter dated August 8, 2025 by Tim Bussen General Manager - SAK Construction, LLC of the Change Order adding Alternate 2 Quantities to include a table with Item No., Description of item, Quantity, Unit Price, Extended Price, and Base Total.

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price: \$ 822,795.50		Original Contract Times: Substantial Completion: 12/31/2025 Ready for final payment: 1/31/2026	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ 0		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: 0 Ready for final payment: 0	
Contract Price prior to this Change Order: \$ 822,795.50		Contract Times prior to this Change Order: Substantial Completion: 12/31/2025 Ready for final payment: 1/31/2026	
Increase this Change Order: \$ 811,795.50		[Increase] [Decrease] this Change Order: Substantial Completion: 5/31/2026 Ready for final payment: 6/30/2026	
Contract Price incorporating this Change Order: \$ 1,634,591.00		Contract Times with all approved Change Orders: Substantial Completion: 5/31/2026 Ready for final payment: 6/30/2026	

Recommended by Engineer
(if required)

By: Kylie Wilmes
Title: Kylie Wilmes
Date: 8-13-2025

Authorized by Owner

By: _____
Title: _____
Date: _____

Accepted by Contractor

By: [Signature]
Title: VP, Central Region
Date: 8-12-25

Approved by Funding Agency
(if applicable)

By: _____
Title: _____
Date: _____



SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

August 8, 2025

Embris Group
963 N 13th St.
Fort Calhoun, NE 68023


Re: Bellevue, NE – Olde Towne CIPP Rehabilitation Phase 1

Kylie Wilmes, PE:

SAK Construction, LLC is pleased to honor the original contract pricing for the below added quantities on the Contract with the City of Bellevue:

Change Order Adding Alternate 2 Quantities					
	Description	QTY	UM	Unit Price	Extended Price
1	MOBILIZATION/DEMOLIBIZATION	1	LS	\$12,500.00	\$12,500.00
2	8-INCH MAIN SEWER CIPP LINING	17669	LF	\$ 32.50	\$574,242.50
3	10-INCH MAIN SEWER CIPP LINING	752	LF	\$ 38.00	\$ 28,576.00
4	12-INCH MAIN SEWER CIPP LINING	1504	LF	\$ 48.00	\$ 72,192.00
5	15-INCH MAIN SEWER CIPP LINING	41	LF	\$ 180.00	\$ 7,380.00
6	REMOVAL OF PROTRUDING TAPS	100	EA	\$ 315.00	\$ 31,500.00
7	REMOVAL OF CONCRETE DEPOSITS	100	EA	\$ 315.00	\$ 31,500.00
8	SERVICE REINSTATEMENT	815	EA	\$ 10.00	\$ 8,150.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 6,315.00	\$ 12,630.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 5,265.00	\$ 10,530.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 5,265.00	\$ 5,265.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 4,210.00	\$ 4,210.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 52.00	\$ 520.00
				Base Total	\$811,795.50

Due to the Base Contract being >90% complete, requiring demobilization of CIPP crews, and Remobilization of Cleaning/CCTV and CIPP Lining Crews, one additional Mobilization/Demobilization (Item 1) will be charged in conjunction with the added scope. In addition, we ask that Item 7 be added as we have experienced as many concrete deposits needing to be removed as protruding taps on Phase 1.




If approved, we request a contract extension:
Substantial Completion 5/31/26 and Final Completion 6/30/26.

Thank you for the opportunity to extend the scope of this project. Please call with any questions.

Sincerely,
SAK Construction, LLC

Tim Bussen

Tim Bussen
General Manager – Central Region



BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Bellevue
Attn: Susan Kluthe, Clerk
1500 Wall Street
Bellevue, NE 68005

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;**
- ~~B. List of Proposed Subcontractors;~~
- ~~C. List of Proposed Suppliers;~~
- ~~D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
- ~~E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- F. Required Bidder Qualifications Statement with supporting data;**
- ~~G. [List other documents and edit above as pertinent].~~

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum and Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Base Bid - Alternate 1 – Approximately 20,000 LF of CIPP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID AMOUNT
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS	\$ 25,000.00	\$ 25,000.00
3	8-INCH MAIN SEWER CIPP LINING	17,669	LF	\$ 32.50	\$ 574,242.50
4	10-INCH MAIN SEWER CIPP LINING	752	LF	\$ 38.00	\$ 28,576.00
5	12-INCH MAIN SEWER CIPP LINING	1,504	LF	\$ 48.00	\$ 72,192.00
6	15-INCH MAIN SEWER CIPP LINING	41	LF	\$ 180.00	\$ 7,380.00
7	REMOVAL OF PROTRUDING TAPS	100	EA	\$ 315.00	\$ 31,500.00
8	SERVICE REINSTATEMENT	815	EA	\$ 10.00	\$ 8,150.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 6,315.00	\$ 12,630.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 5,265.00	\$ 10,530.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 5,265.00	\$ 5,265.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 4,210.00	\$ 4,210.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 52.00	\$ 520.00
TOTAL OF ALL UNIT PRICE AND LUMP SUM BID ITEMS FOR BASE BID ALTERNATE 1					\$ 822,795.50

Alternate 2 – Approximately 30,000 LF of CIPP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID AMOUNT
1	MOBILIZATION/DEMobilIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS	\$ 25,000.00	\$ 25,000.00
3	8-INCH MAIN SEWER CIPP LINING	26,504	LF	\$ 32.50	\$ 861,380.00
4	10-INCH MAIN SEWER CIPP LINING	1,504	LF	\$ 38.00	\$ 57,152.00
5	12-INCH MAIN SEWER CIPP LINING	3,008	LF	\$ 48.00	\$ 144,384.00
6	15-INCH MAIN SEWER CIPP LINING	82	LF	\$ 180.00	\$ 14,760.00
7	REMOVAL OF PROTRUDING TAPS	150	EA	\$ 315.00	\$ 47,250.00
8	SERVICE REINSTATEMENT	1,223	EA	\$ 10.00	\$ 12,230.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 6,315.00	\$ 12,630.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 5,265.00	\$ 10,530.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 5,265.00	\$ 5,265.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 4,210.00	\$ 4,210.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 52.00	\$ 520.00
TOTAL OF ALL UNIT PRICE AND LUMP SUM BID ITEMS FOR ALTERNATE 2					\$ 1,237,911.00

Alternate 3 – Approximately 40,000 LF of CIPP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID AMOUNT
1	MOBILIZATION/DEMobilIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
2	PROVIDE PUBLIC INFORMATION SUPPORT (ALLOWANCE)	1	LS	\$ 25,000.00	\$ 25,000.00
3	8-INCH MAIN SEWER CIPP LINING	35,338	LF	\$ 32.50	\$ 1,148,485.00
4	10-INCH MAIN SEWER CIPP LINING	1,504	LF	\$ 38.00	\$ 57,152.00
5	12-INCH MAIN SEWER CIPP LINING	3,008	LF	\$ 48.00	\$ 144,384.00
6	15-INCH MAIN SEWER CIPP LINING	82	LF	\$ 180.00	\$ 14,760.00
7	REMOVAL OF PROTRUDING TAPS	200	EA	\$ 315.00	\$ 63,000.00
8	SERVICE REINSTATEMENT	1,630	EA	\$ 10.00	\$ 16,300.00
9	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (PAVED)	2	EA	\$ 6,315.00	\$ 12,630.00
10	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (PAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
11	OPEN CUT POINT REPAIR, 10-FOOT DEPTH OR LESS (UNPAVED)	2	EA	\$ 5,265.00	\$ 10,530.00
12	OPEN CUT POINT REPAIR ADDITIONAL LINEAR FOOT POINT REPAIR PAST 10-FOOT DEPTH (UNPAVED)	5	LF	\$ 1,260.00	\$ 6,300.00
13	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (PAVED)	1	EA	\$ 5,265.00	\$ 5,265.00
14	OPEN CUT REPLACE SERVICE LATERAL CONNECTION AT MAIN (UNPAVED)	1	EA	\$ 4,210.00	\$ 4,210.00
15	INSTALL SEEDING & ROLLED EROSION CONTROL	10	SY	\$ 52.00	\$ 520.00
TOTAL OF ALL UNIT PRICE AND LUMP SUM BID ITEMS FOR ALTERNATE 3					\$ 1,544,836.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 DELETED

3.03 DELETED

~~ARTICLE 4—BASIS OF BID—COST PLUS FEE~~

~~ARTICLE 5—PRICE PLUS TIME BID~~

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 DELETED

6.03 DELETED

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	01/31/25
2	02/11/25

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

SAK Construction, LLC

By:

Jerome P. Shaw, Jr.
(typed or printed name of organization)
Jerome P. Shaw, Jr.
(individual's signature)



Name:

Jerome P. Shaw, Jr.

(typed or printed)

Title:

President

(typed or printed)

Date:

February 12, 2025

(typed or printed)

Limited Liability Company

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Steve Stulce

(individual's signature)

Name:

Steve Stulce

(typed or printed)

Title:

Assistant Secretary

(typed or printed)

Date:

February 12, 2025

(typed or printed)

Address for giving notices:

864 Hoff Road

O'Fallon, MO 63366

Bidder's Contact:

Name:

Jerome P. Shaw, Jr.

(typed or printed)

Title:

President

(typed or printed)

Phone:

636.385.1000

Email:

bidcippc@sakon.com

Address:

864 Hoff Road

O'Fallon, MO 63366

Bidder's Contractor License No.: (if applicable) Registration # 37144-24 / Expires June 15, 2025

00 41 13 – BID FORM

EJCDC® C-410, Bid Form for Construction Contract.

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Page 8 of 8