

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

Tuesday, September 16, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Deacon Ted Powell, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. * Acknowledge receipt of August 12, 2025 Tree Board Minutes.
 2. * Acknowledge receipt of the August 28, 2025 Planning Commission Minutes.
 3. * Approval of the September 2, 2025 Board of Equalization Minutes.
 4. * Approval of the September 2, 2025 City Council Minutes.
6. APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION:
 - a. Tanya Luken - Address Council on Safe Way to Everett Park.
 - b. Charles Shanahan - Discuss Garage Permit - 2520 Olive Street.
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4193: Compensation Ordinance as Updated. (HR Director)
 - b. 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) **(Applicant is requesting a continuance until November 4th)**
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4192: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill. (Budget Committee)
 1. ++ Resolution No. 2025-22: A resolution to set the 2025-2026 property tax levy **(Hearing required—No action taken) (Action taken at Special Meeting, September 23rd at 5:00 p.m.)**
 - b. Ordinance No. 4195: An ordinance authorizing the issuance of general obligation bonds for certain improvement districts in and for the City of Bellevue, in an amount not to exceed \$35,000,000.00. (Finance Director)
 - c. Ordinance No. 4196: Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries (for Parcel #010609490). Applicant: City of Bellevue. (Planning Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4197: Request to rezone Lots 1 through 3, Michalek Estates, from AG to AG, RA, and RE, for the purpose of lot line adjustments. Applicant: Mark Michalek. General Location: 12009 S. 25th Street. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Approve the Event Application for Bellevue Community Foundation for Annual Bellevue Trick or Treat on Sunday, October 26, 2025 from 4:00 p.m. – 6:00 p.m. in Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd.

b. Request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of the parking of oversized vehicles and trailers. Applicant: Shane Hoeft. General location: 1010 Fort Crook Road S.

c. Request to approve the 2026-2031 Capital Improvement Plan (CIP) (Planning Director) **(Postpone Action to Special Council Meeting September 23, 2025 at 5:00 p.m.)**

15. RESOLUTIONS:

a. Resolution No. 2025-20: Requesting approval to operate a satellite keno location at the business operated by Varsity Hospitality dba "Varsity Sports Cafe" at 3504 Samson Way, Bellevue, NE and authorize the Mayor to sign. (City Clerk)

b. Resolution No. 2025-21: Requesting approval to operate a satellite keno location at the business operated by Bellevue Hotel Association dba "Beardmore Event Center" at 3930 Raynor Parkway, Bellevue, NE and authorize the Mayor to sign. (City Clerk)

c. ++ Resolution No. 2025-23: A resolution to preserve the City's flexibility in financing capital improvements. (Finance Director)

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 and authorize the Mayor to sign the Annual Renewal Agreement with Traliant for Workplace Harassment Training Service effective 9/2/2025 to 9/1/2026, in an amount not to exceed \$5,582.00. (HR Director)

c. Approve Proposal from Engineered Controls to furnish and install a Building Automation System at District 1 Fire Station, in an amount not to exceed \$38,840.00. (Public Works Director)

d. Approval of Proposal from Hughes Tree Service for the removal of dead trees at the Bellevue Cemetery, in an amount not to exceed \$11,885.00. (Public Works Director)

e. Approve the purchase with Cerris Systems, for two (2) heat pump replacements at 1510 Wall Street Building, and one (1) heat pump to be installed at the Library, in an amount not to exceed \$33,007.00. (Public Works Director)

f. Approve Proposal from Big Red Repair Inc. to purchase a 24-Foot Deckover Trailer for the Parks Department, in an amount not to exceed \$12,445.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the (4) four Acquisition of Temporary Easement Contracts with Midwest ROW for Whitted Creek 25th St. Project, from Lynnwood to Blackhawk, for Lots 3, 4, 9, and 13, for a total amount not to exceed \$10,340.00. (Public Works Director)

h. Approve and authorize the Mayor to sign the (8) eight Acquisition of Temporary Easement Contracts with Midwest ROW for Mission Avenue Reconstruction and Streetscape for Lots 1,3, 4 & 5, 10, 11 & 12, and 32, for a total amount not to exceed \$4,030.00. (Public Works Director)

i. Approve purchase of a Tire Balance Machine from Danielson Tech Supply, in an amount not to exceed \$16,558.00. (Public Works Director/Fleet Maintenance)

j. ++ Recommendation accepting the proposal from FNIC for the city's Property Casualty Insurance renewal for the fiscal year 2025/2026, with a total annual premium of \$815,980.00. (Finance Director)

k. ++ Approve and authorize the Mayor to sign the Collective Bargaining Agreement with the Bellevue Professional Management Association (BPMA) for the term of October 1, 2025 through September 30, 2026. (Administration/HR Director)

l. +++ Approve maintenance software update with Collective Date in an amount not to exceed \$12,849.94. (Fleet Maintenance)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports
(September report will be attached to the October 7th meeting)

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue
Tree Board Minutes
August 12, 2025

Attendance - Don Preister, Tom Mruz Kathy Radosta, Nancy Scott, Kay Hegler, and Deborah Woracek were present. Scott Evans was excused. 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 July 8, 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 reported that Jim has been attending to his wife after an accident and has not been at work. Don invited Mark Blackburn to attend our meeting, but Don had not had a response from him. The city has been mowing due to the high amount of rain we have received this season.

Tree watering – Tom reported he had not been watering due to the rain this season. He checked and watered the trees at Forest Station when they needed it. Don said he had watered the new tree we planted for Arbor Day at Pawnee School. Nancy pointed out that what rain we have received this year was the same as what used to be considered normal for our area. We have been under severe drought conditions for several years.

Old Business

Bellevue 411 – articles – Don has been receiving the articles from Scott, and he will send in the newest one to Phil Davidson for publication. Don will also see if the articles can be added (and archived) on the city of Bellevue website as well as, the Green Bellevue website. Nancy mentioned that it would be beneficial to have the Tree City USA and the Bee City USA emphasized on the websites. Don then stated that this would be a great Winter Project for us to have. The archives on the Green Bellevue website need updating and possibly consolidating.

Tree inventory/Tree Plotter Program – Tom asked if we needed another meeting to review what was learned at the training meetings. At the second Tree Plotter training session in Washington Park, it was decided that four trees should be cut down. Don told Mayor Hike to expect the Tree Board to recommend several ash trees need to be cut down this winter. Don suggested 2 – 4 Board members get together to assess the ash trees in our parks before the leaves fall off. He asked for a volunteer to spearhead this project. Kay mentioned she is having issues between her phone and the computer with Tree Plotter and agreed that it would be better to be in a small group for comparison. Nancy stated that she usually went with Joann to identify the species of tree in question. Don reminded us that the trees are identified in Tree Plotter, we simply need to check on their status. Kathy said Tuesdays are good for her and agreed to meet Tom and whoever else can come early in the morning. They will start at Everett Park this coming Tuesday at 7 am (August 19). Kay asked the members who do the ash tree check to email all members to let them know which parks have been checked.

Arrows to Aerospace Parade – Don reminded all that the Parade will be at 10am on Saturday, August 16th. He asked that all who are planning on walking with the group meet at 9:30 on Lincoln Road near the Dairy Twist. We will pick up litter, roll the large Earth balls, etc. along the parade route. Don asked all to invite any interested person to walk with us.

Winter projects ideas/needs – Don requested we put archiving and consolidating our information on the Green Bellevue website and the City of Bellevue websites be considered for a winter project.

Kathy had questions about the materials that Don had been storing for the Board. Don brought the events handouts and tri-fold displays to the meeting. A discussion followed about various types of displays we can have Kathy make. It was decided to have them light weight, weatherproof, and possibly free-standing. Kay suggested using sandwich board-type displays. Kathy will continue working on revising our displays.

Tree festival update – Tom asked Don to give an update. Don reminded us that it will be a Memorial Forest tree planting with a larger Tree Festival to be planned to be held in the future. Don has contacted the Public Works Department, Jim Meier, with Veterans, and the NRD for possible grants to purchase the needed trees. We will plant an additional 30 trees in Banner Park (we recently planted 20) on September 27 at 9am.

This will become Sarpy County's part of the Memorial Forest for all 93 Nebraska Counties. Each tree will have the name of a Veteran or a First Responder who died in the line of duty connected to it. Don announced he needs at least 20 volunteers to help plant the trees. The Tree Board will help with teaching proper techniques and proper care for the new trees. He will check with Jim Meier to see if any local families have been contacted about their tree. He asked for some promotional materials. Kathy volunteered to create a flyer that can be used now to promote this event. Nancy suggested Don contact Bryan High School's environmental club, as the school is near the park. Don is inquiring about what trees are currently available. He would like native, hardy, drought resistant species such as Bur Oak, Chinkapin Oak, Dwarf Chinkapin Oak, Gambrel Oak, Hackberry, Ohio Buckeye, etc. Nancy recommended adding Scarlet Oak as she has had success with that species. Don asked if we all will contact him if any of us think of any other species that would work. Kathy asked about Osage Orange but most agreed that it is more of a fence line species due to thorns and growth habits.

Shirts update – Kathy brought samples of the colors for the t-shirts. We all voted on them and we chose teal. She showed us the colors for the polo shirts to be used for more 'formal' occasions and forest green was chosen for the polos. Don offered to pay for the Board's polos. Kathy also showed colors for sweatshirts, and a zip-front dark green was chosen by some of the Board. Kathy will contact Scott and Rob who were not at the meeting about the shirts to get their sizes, etc. All present thanked Kathy for researching this for us. Don was thanked for his gift of the polo shirts.

New Business – Don also brought all the paraphernalia that Tree City USA has sent to us. They repeat things every year. He asked if we needed to keep all the banners as they appear to be very similar to each other. Nancy and Deborah offered to return the unused, sealed banners to the state meeting later this month. All were investigated and it appeared that several were flags. After a discussion, it was decided to check with the city for possible use on city flagpoles. Tom will take a banner or two to add extra grommets to it to make it easier to carry in the Arrows to Aerospace parade. Nancy said buying a flagpole with a solar light would be a good Sponsor item for a future event.

Don asked the Board for suggestions on where the annual plaque from Tree City USA could be displayed. It was decided to see if the new Public Library would consider displaying it for us.

Don also had the Board's counting clickers to use at events.

He asked if we should simply give away the extra grass and milkweed seeds at the Farmer's Market. All agreed that it was a good idea.

Don had a beautiful apple from the Memorial tree he planted in Mason Park. The tree has so much fruit on it that the top of the tree is bent over. He said to go pick and enjoy the apples, as they are intended for the public to use.

Nancy announced that she will be weeding in Mason Park on Friday, August 15th at 4pm. She would appreciate any help from anyone who is available.

Tom moved and Kay seconded that the meeting be adjourned. All approved.

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

Tentative agenda for our next meeting to be held on Sept. 9, 2025, at 9am

Attendance

Volunteer Hours

Approve Minutes of August 12, 2025, meeting

Park Report – Jim

Old Business

Recap Arrows to Aerospace Parade

Bellevue 411 – articles

Workdays in parks

Winter Projects

New Business

Election discussion

Tree City USA Celebration - Recap

Natural Legacy Conference

Brainstorming meeting: Tree City USA, monthly duties timeline, etc.

MINUTE RECORD

Bellevue Planning Commission Meeting, August 28, 2025, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, August 28, 2025, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Bennett, Sims, Hankins, Yoder, Ackley, and Perrin. Absent were Commissioners Aerni, Taylor-Jones, and Lasenburg. Also present was Tammi Palm, Planning Director and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the 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 on the outside of the City Council Chambers.

Motion was made by Ackley, seconded by Bennett, to approve the minutes of the July 24, 2025, regular meeting as presented. Upon roll call, Bennett, Sims, Hankins, Yoder, Ackley, and Perrin, all voted yes. Motion carried.

Hankins asked if there were any updates or additions to staff reports. Palm advised there were no updates.

Motion was made by Yoder, seconded by Sims, 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.

The following item was on consent agenda:

Item 2.a. Request to rezone Lots 1 through 3, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest 1/4 of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to AG, RA, and RE for the purpose of lot line adjustments, small subdivision plat Lots 1 through 3, Michalek Estates; and waiver of Section 6-7 (7) regarding excessive depth in relation to width of lots over three to one. Applicants: Mark and Janice Michalek. Location: 12009 S. 25th St. Case #'s: Z-2507-08 and S-2507-15.

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

MOTION was made by Ackley, seconded by Yoder, to recommend APPROVAL of the consent agenda item. Approval based on agenda item 2a based upon lack of perceived negative impact to the surrounding neighborhood and conformance with the Zoning Ordinance. Upon roll call, all present voted yes. Motion carried unanimously.

Item 2a will proceed to CITY COUNCIL for PUBLIC HEARING on October 07, 2025

Hankins explained the public hearing procedures.

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

Hankins asked staff for updates. Palm stated there were no updates and gave a brief summary of the request. She said the applicant has requested a thirty-day continuance to the September 25th Planning Commission meeting. Palm stated staff is supportive of the request.

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

MOTION was made by Bennett, seconded by Ackley, to CONTINUE to the September 25, 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 multi-family residential development. Applicant: Ehrhart Griffin & Associates. General Location: 1724 Wilshire Drive. Case #: Z-2506-6. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be CONTINUED to Planning Commission for Public Hearing on September 25, 2025.

PUBLIC HEARING was held on a request to rezone Lot 1 and Outlot A, Mora Acres, being a platting

MINUTE RECORD

Bellevue Planning Commission Meeting, August 28, 2025, Page 2

of part of Tax Lots 12 and 13, all located in the Southwest 1/4 of Section 22, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RA and RG-8 for the purpose of residential development; and small subdivision plat Lot 1 and Outlot A, Mora Acres. Applicant: Orchard Valley, Inc. Location: 1902 Lola Avenue. Case #'s: Z-2507-07 and S-2507-13.

Hankins asked staff for updates. Palm stated the applicant has requested a thirty-day continuance to the September 25, 2025, Planning Commission meeting to provide to staff requested revisions to the small subdivision plat. Palm stated staff is supportive of the request.

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

MOTION was made by Bennett, seconded by Yoder, to CONTINUE to the September 25, 2025 Planning Commission meeting, a request to rezone Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, all located in the Southwest 1/4 of Section 22, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RA and RG-8 for the purpose of residential development; and small subdivision plat Lot 1 and Outlot A, Mora Acres. Applicant: Orchard Valley, Inc. Location: 1902 Lola Avenue. Case #'s: Z-2507-07 and S-2507-13. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be CONTINUED to Planning Commission for Public Hearing on September 25, 2025.

PUBLIC HEARING was held on a request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers. Applicant: Shane Hoeft. Location: 1010 Fort Crook Rd S. Case #: CUP-2507-02.

Hankins asked staff for updates, and Palm provided a summary. Palm explained that oversized vehicles, defined as those exceeding 8 feet in width or 20 feet in length, may be considered under a Conditional Use Permit (CUP) in Heavy General Business District (BGH) zoning. Staff recommended denial, citing long-term parking and appearance concerns, direct conflict with the Fort Crook Road 2040 Plan, which prohibits parking lots in front of buildings and discourages continuation of strip development, and the property's proximity to single-family residential, which would prevent compliance with Section 6.06 of the City of Bellevue Zoning Ordinance.

Pat Courigan, 13671 W St, Omaha, NE, stated the intent was to park three tow trucks on the north side out of sight, rent smaller U-Hauls and passenger trailers on the southwest side, and reserve the east side for customer parking. He noted city planning staff had suggested lot flow improvements, and that the property has been kept clean and presentable. Palm clarified that the CUP would stay with the land. Ackley commented that proposals not consistent with the Fort Crook Road Plan are typically recommended for denial. Courigan asked if approval would be possible with changes to layout or landscaping, but Palm advised staff would still recommend denial due to the Fort Crook Road Plan's strong language. Courigan also asked about code enforcement options to allow storage containers, though Palm noted enforcement could become difficult. Courigan stated the business had clearance to tow and has been compliant. Yoder confirmed with Palm that the issue was the size of the vehicles, and Palm explained that under the zoning district, all vehicles must be operable and within size limits set in Section 6.06.

MOTION was made by Ackley, seconded by Perrin, to recommend DENIAL of a request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers. Applicant: Shane Hoeft. Location: 1010 Fort Crook Rd S. Case #: CUP-2507-02. DENIAL based upon Section 6.06, City of Bellevue Zoning Ordinance, lack of conformance with the Fort Crook Road 2040 Plan, and perceived negative impact upon the surrounding neighborhood. Upon roll call, all present voted yes. MOTION carried unanimously.

Item 3c will proceed to CITY COUNCIL for PUBLIC HEARING on September 16, 2025

Meeting adjourned at 6:27 p.m.



Jenna Lance
Planning/Permits Technician

BOARD OF EQUALIZATION MINUTE RECORD

*5b3.
9/16/2025

Board of Equalization Meeting, September 2, 2025

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 2nd day of September 2025. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw; Absent: None.

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

Open Meetings Act

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

Approval of the Agenda

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

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

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

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

Seth Schoefield, 802 W. 32nd Street, spoke on his property and would like to not have this lien put on his property. Code Enforcement spoke on the timeline of getting the property cleaned up and on the billing for the work.

Caleb Dennis, 2927 Jason Street, spoke on his property and the work the city had done on his property. He stated he did some clean up but when Code Enforcement came back out, some of the grass had grown back and so they proceeded with the clean-up process. He informed the BOE there was an invisible perimeter fence they snagged and pulled up which no one told him about. Mr. Dennis stated he talked to Code Enforcement about it but didn't get a good resolution to that. Code Enforcement spoke on the timeline for cleaning up of this property. Joey Bockman, Code Enforcement Officer, stated he had informed Mr. Dennis that if there was damage done with the invisible fence, he could reach out to the City Clerk or Legal for starting a reimbursement process.

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

Resolution BOE No. 2025-0902-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Mayor Hike asked for a motion on Resolution BOE No. 2025-0902-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Welch, seconded by Preister, to approve BOE Resolution No. 2025-0902-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ) excluding the (2) two statements on the property at 9500 & 9502 Cedar Island Road, which had been paid in full.

Roll call vote to approve BOE Resolution No. 2025-0902-01 as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; Absent: None. Motion carried.

Adjournment

There being no further business to come before the Board, on motion made by Welch, seconded by Burns at 5:27 p.m., the meeting adjourned. Roll call vote was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; Absent: None. Motion carried.

BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, September 2, 2025

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 2, 2025; that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

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

MINUTE RECORD

*5b4.
9/16/2025

Bellevue City Council Meeting, September 2, 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 September 2, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: None.

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

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

Mayor led in the Pledge of Allegiance. Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following item: Approval of the August 19, 2025 City Council Minutes. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

APPROVAL OF CLAIMS:

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

SPECIAL PRESENTATIONS:

Grow Sarpy 2nd Quarter Update - Lisa Scheve, Executive Director Grow Sarpy.

Ms. Lisa Scheve, Executive Director Grow Sarpy, provided the 2nd Quarter Update for Grow Sarpy. She mentioned they launched the construction kits in the 2nd Quarter to the school districts. Discussion followed.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Corbin Delgado as manager for Snap Productions located at 2221 Thurston Circle, Bellevue, NE 68005.

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 Casey, seconded by Preister, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Corbin Delgado as manager for Snap Productions located at 2221 Thurston Circle, Bellevue, NE 68005. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none; abstain: none. Motion carried.

ORDINANCES FOR ADOPTION: (Third Reading): NONE

MINUTE RECORD

Bellevue City Council Meeting, September 2, 2025, Page 2

ORDINANCES FOR PUBLIC HEARING: (Second Reading):

Ordinance No. 4192: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill.

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.

Mayor Hike stated staff request to postpone the public hearing to September 16, 2025.

Motion was made by Casey, seconded by Preister, to postpone the public hearing until September 16, 2025. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none; abstain: none. Motion carried.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 16, 2025.

Ordinance No. 4193: Compensation Ordinance as Updated.

Ordinance No. 4193: 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. 4174; and providing for 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.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third reading will be heard at the Council meeting on September 16, 2025.

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.

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 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. Brent Beller, 11440 West Center Road, Omaha, Nebraska, was present on behalf of the applicant Great Lake Capital. He explained this project is work force housing. There are two ways to do affordable housing in the State of Nebraska. You can utilize low-income tax credits or you can utilize work force housing tax credits. Nebraska Investment Finance Authority (NIFA) are the ones to award the tax credits to projects. This is work force housing, there is no low-income component to this project. Low income traditionally is 30% to 40% of AMI. Workforce housing is 60% to 80% of AMI.

Councilwoman Welch requested an explanation on what AMI is. Mr. Beller explained AMI is Adjusted Median Income. In Bellevue it is \$87,000 for a single individual, it changes for families.

Mr. Beller stated in 2020 the State of Nebraska passed LB866, which is mandated to provide incentives. LB866 also says cities need to relax their zoning standards, increase density, and move to more infill type developments. He explained the proposed project is for a lot that has sat vacant for almost 20 years. He explained the lot is infill development. As developers, they research the need in cities. In the City of Bellevue's Action Plan, the property is zoned RG-8. As part of that is the PS overlay. The PS indicates there needs to be 800 square feet per unit minimum amount. Bellevue has allowed 600 square feet on other developments. The current request is for 675. Mr. Beller explained that a revised zoning application was submitted today. The previous plan consisted of 96 units; the revised plan consists of 80 units. The request tonight is to allow for the reduction of square feet per unit. With the reduction there will be (20) one-bedroom units, (39) two-bedroom, (10) 3-bedroom units, and (8) 4-bedroom units. Mr. Beller explained there will be underground parking of 120 parking spaces, 80 units with 120 parking units, which comes out to 1 to 1.5 parking ratio. Mr. Beller advised there was an individual traffic study completed. At its peak time in the a.m., there would be 31 coming in and out of the project and 39 at the peak in the p.m. He stated multifamily is a low traffic conductor use.

Mrs. Tammi Palm, Planning Director, reiterated what Mr. Beller stated regarding LB866. She stated it is very specific about cities allowing for increased density and allowing more opportunities for affordable housing. She advised the text amendment is for any project moving forward. It would not be allowed by right as part of the planned subdivision overlay. City Council has complete control over that.

MINUTE RECORD

Bellevue City Council Meeting, September 2, 2025, Page 3

Mrs. Palm explained if the density is lowered per the applicant's request, that would afford other developers the same density, but only through the site plan approval process. It could not be done by right, or building permit, City Council would have control over the decrease in density.

Mayor Hike stated there may be developers coming in that may want down to 680 and that would be a separate amendment. Mrs. Palm stated what was originally proposed was 675. That is what has moved through Planning Commission. The City Council could act on that or amend it to a higher number.

Councilman Preister requested an explanation on the numbers provided in the traffic count. Mr. Beller explained when original application was made, it was made for 120 units. After discussion with the Planning Department the issue was the parking ratio per unit. It is only an acre and half of lot area. He stated you cannot develop an area, have people pay to live there, and not allow them to park on site. If you're going to do a multi-housing development, you should have parking on site. This is why the number of units decreased to 96. The number of parking stalls could still not be met, so it was decreased again to 80. By going to 80 you could get to a 1.5 parking ratio. The traffic count was based on the International Traffic Engineer Standards. In the morning the peak hour, based on 96 units, calculated 31 cars in and out in the peak morning period of 7:00 a.m. to 9:00 a.m., and the evening peak hours 4:00 p.m. to 6:00 p.m. of 38.

Councilwoman Welch requested clarification on the number of beds in a unit. Mr. Beller stated there will be (20) one-bedroom units, (39) two-bedroom, (13) 3-bedroom units, and (8) 4- bedroom units.

Councilman Casey inquired what the current zoning requires for parking. Mrs. Palm advised the current zoning allows for two stalls per unit. However, through the planned subdivision overlay, requested by the applicant, Mr. Beller is correct. The council has approved a 1 to 1.5 ratio on a number of recent projects with the planned subdivision overlay.

Councilman Casey questioned Mrs. Palm if she is good with amending from 750 to 675. Mrs. Palm replied she is comfortable with the 675 because it requires site plan approval. She stated she is comfortable with either.

Councilwoman Welch questioned if this is what is coming down the pipeline to make affordable housing work. Mrs. Palm stated LB866 is clear what the way of the future is. Discussion followed.

Councilman Casey questioned the applicant if there are similar projects they have done anywhere else. Mr. Beller stated yes, however this is the first in Nebraska. Discussion followed.

Mr. Larry Mahgan, 1703 Hillcrest Drive, mentioned the concerns with safety and traffic. He also has concerns with the intersection being dangerous. He feels there isn't enough green space in the development for the children who will be living there.

Ms. Gay Flynn, 1809 Hillcrest Drive, has concerns with the increase in traffic, safety, and not a large play area for the children.

Mrs. Beth Mincer, 1817 Hillcrest Drive, has concerns with the safety, security, and serenity of the senior living community. She also has concerns with pedestrian and vehicle traffic.

Ms. Gretchen Law, 1739 Hillcrest Drive, has concerns with the density of the number of apartments and people in the proposed development. She agrees the community needs affordable housing, just as it needs senior housing. She would like an explanation on what workforce housing is. She stated the proposed project will change the landscape and safety of the senior based community.

Mr. Jim Janicki, 1902 Harlan Drive, co-owner of Freedom Village, provided a handout for the City Council members, to be submitted into record. He addressed five key areas outlined in his handout: 1) Infill vs. Large Scale Development noting the proposed housing is not right for the development; 2) Density, stating the density is too large for the development, 3) Next is the But for test. This development would not occur without the use of Tax Increment Financing (TIF). TIF isn't enough, now the developer needs amendments for the unit size and parking stalls; 4) Why amend when no one knows if it will work? The applicant has requested two continuances for the change of zoning, and Councilwoman Welch previously requested where this type of development would work. He would like to have examples provided of other developments in the region where there is much density and none has been provided, and 5) Honoring the Best Interest of Our Seniors, this proposed amendment doesn't protect or have the best interest of the existing senior communities. He asked the council not to approve the text amendment until they have a project that will work.

Mrs. Donna Renner, 1712 Hillcrest Drive, has concerns for safety of the senior community. She requested the council to consider the age of those living in the senior community and what impact the proposed development will have on the senior community.

Ms. Gretchen Law requested the developer present information on what has been done in other states and how it has affected those communities.

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

Mr. Beller addressed some of the items. He stated the housing report includes a map of the city which indicates RG-8 zoning. He stated surrounding cities have a lot of area; Bellevue has more urban infill areas.

MINUTE RECORD

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

He explained the different requirements in other cities, specifically Omaha. Mr. Beller explained Great Lakes wants to be good neighbors to the surrounding senior community.

Councilman Casey questioned Mr. Beller if he would be willing to present the information requested on what has been done in other states and how it has affected those communities. Mr. Beller stated yes, when it comes for site plan approval.

Mayor Hike declared the public hearing closed.

Mayor Hike questioned what the requirements are in other cities. Mrs. Palm explained the information is in her staff report. Conversation ensued.

Mayor Hike stated the third reading will be heard at the Council meeting on September 16, 2025.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4195: An ordinance authorizing the issuance of general obligation bonds for certain improvement districts in and for the City of Bellevue, in an amount not to exceed \$35,000,000.00.

Ordinance No. 4195: An ordinance authorizing the issuance of General Obligation Bonds, of the City of Bellevue, Nebraska, in the principal amount not to exceed \$35,000,000 to provide financing for the costs of improvements in certain improvement districts in and for the city; prescribing certain terms and form of such bonds and providing for the setting of certain terms and from of such bonds; providing for the levy of taxes to pay the interest on and principal of such bonds; providing for publication of this ordinance in pamphlet or electronic form; and related matters was read for the first time by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 16, 2025.

Ordinance No. 4196: Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries (for Parcel #010609490). Applicant: City of Bellevue.

Ordinance No. 4196: An ordinance to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to boundaries of the official zoning jurisdiction map for lands lying inside the city limits of Bellevue and Lands lying outside the city limits but within the city's two-mile zoning jurisdiction, to adopt a map establishing jurisdictional boundaries; to repeal such section as heretofore existing, and designating an effective date was read for the first time by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 16, 2025.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2025-18: Amend Master Fee Schedule regarding watershed fees and trash hauling permit fee.

Motion was made by Welch, seconded by Collins, to approve Resolution No. 2025-18: Amend Master Fee Schedule. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Resolution No. 2025-19: To authorize the City of Bellevue's participation in the national opioid settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus and authorize the Mayor to sign. (Legal)

Motion was made by Welch, seconded by Collins, to approve Resolution No. 2025-19: To authorize the City of Bellevue's participation in the national opioid settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Subordination Agreement for Community Development Block Grant (CDBG) Deed of Trust Instrument Number 2024-10785 with Marathon Equity, LLC.

Motion was made by Burns, seconded by Collins, to approve and authorize the Mayor to sign the Subordination Agreement for Community Development Block Grant (CDBG) Deed of Trust Instrument Number 2024-10785 with Marathon Equity, LLC. 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.

MINUTE RECORD

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

Approve and authorize the Mayor to sign the Tri-Mutual Aid Interlocal Agreement with the entities who comprise the Tri-Mutual Aid Fire Fighters Association, for a ten-year term ending September 30, 2035.

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Tri-Mutual Aid Interlocal Agreement with the entities who comprise the Tri-Mutual Aid Fire Fighters Association, for a ten-year term ending September 30, 2035. 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 Quote to purchase a Material Screener/Sifter from Orbit Screens, in an amount not to exceed \$107,310.00.

Motion was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign the Quote to purchase a Material Screener/Sifter from Orbit Screens, in an amount not to exceed \$107,310.00. 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 a Proposal to purchase a new Rotary 2 Post Aboveground Turf Lift from Danielson Tech Supply for Goldenrod Shop, in an amount not to exceed \$14,127.54.

Motion was made by Collins, seconded by Preister, to approve and authorize the Mayor to sign a Proposal to purchase a new Rotary 2 Post Aboveground Turf Lift from Danielson Tech Supply for Goldenrod Shop, in an amount not to exceed \$14,127.54. 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 GIS Interlocal Agreement between the cities of Gretna, Papillion, Bellevue, LaVista, and Springfield and Sarpy County and the Papio Missouri River Natural Resource District for the GIS funding, in an amount of \$79,926.00 - FY2026.

Motion was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the GIS Interlocal Agreement between the cities of Gretna, Papillion, Bellevue, LaVista, and Springfield and Sarpy County and the Papio Missouri River Natural Resource District for the GIS funding, in an amount of \$79,926.00 - FY2026. 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 JEO Consulting Services for the Daniels Farm Recreation Area Study (Quail Creek Dan), in an amount not to exceed \$30,000.00.

Motion was made by Preister, seconded by Welch, approve and authorize the Mayor to sign the GIS Interlocal Agreement between the cities of Gretna, Papillion, Bellevue, LaVista, and Springfield and Sarpy County and the Papio Missouri River Natural Resource District for the GIS funding, in an amount of \$79,926.00 - FY2026. 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 a Temporary Construction Easement for Tract 8 (Lot 13) located at 13106 S. 24th Street for the Whitted Creek 25th Street, Lynnwood to Blackhawk, Rehabilitation Project, in an amount not to exceed \$910.00.

Motion was made by Welch, seconded by Collins, approve and authorize the Mayor to sign a Temporary Construction Easement for Tract 8 (Lot 13) located at 13106 S. 24th Street for the Whitted Creek 25th Street, Lynnwood to Blackhawk, Rehabilitation Project, in an amount not to exceed \$910.00. 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 a Temporary Construction Easement on Tract 1 located at 802 Cary Street for the Fort Crook & Cary Street Box Culvert Repair and Rehabilitation Project, in an amount not to exceed \$2,150.00.

Motion was made by Collins, seconded by Preister, to approve and authorize the Mayor to sign a Temporary Construction Easement on Tract 1 located at 802 Cary Street for the Fort Crook & Cary Street Box Culvert Repair and Rehabilitation Project, in an amount not to exceed \$2,150.00. 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 the Engineering Services Agreement with HDR Engineering for the Entertainment District Improvements - Prairie Hills, in an amount not to exceed \$45,050.00.

Motion was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign Amendment #3 to the Engineering Services Agreement with HDR Engineering for the Entertainment District Improvements - Prairie Hills, in an amount not to exceed \$45,050.00. Roll call vote to approve

MINUTE RECORD

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

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 Memorandum of Understanding (MOU) with Omaha Public Schools for the School Resource Officer Program, effective August 1, 2025 to July 31, 2028.

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Omaha Public Schools for the School Resource Officer Program, effective August 1, 2025 to July 31, 2028. 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 Civilian Employees Association of Bellevue (CEAB) Collective Bargaining Agreement for the term of October 1, 2025 through September 30, 2026.

Motion was made by Collins, seconded by Preister, to approve and authorize the Mayor to sign the Civilian Employees Association of Bellevue (CEAB) Collective Bargaining Agreement for the term of October 1, 2025 through September 30, 2026. 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 Collective Bargaining Agreement with the International Association of Firefighters Local 4906 (IAFF) for the term of October 1, 2025 through September 30, 2026.

Motion was made by Collins, seconded by Burns, to approve and authorize the Mayor to sign the Collective Bargaining Agreement with the International Association of Firefighters Local 4906 (IAFF) for the term of October 1, 2025 through September 30, 2026. 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 proposal from American Golf Design & Installation for Aspen Park Disc Golf Course Renovation Project, in an amount not to exceed \$18,500.00.

Motion was made by Collins, seconded by Preister, to approve proposal from American Golf Design & Installation for Aspen Park Disc Golf Course Renovation Project, in an amount not to exceed \$18,500.00. 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 (August 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 Collins, seconded by Welch, the meeting was adjourned at 7:14 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 September 2, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

6.
9/16/2025

CLAIMS FOR 2025/09/16 COUNCIL MEETING

PAGE 1

MAYOR

AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	46.42
LEAGUE OF NEBRASKA MUNICIPALITIES	2026 LEAGUE OF NEB MUNICIPALITIES CONFERENCE	457.00
		\$ 503.42

CITY ADMINISTRATOR

AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	92.84
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	56.38
CAPITAL BUSINESS SYSTEMS, INC	2025/07/20-08/19 COPIER EXPENSE	85.62
LEAGUE OF NEBRASKA MUNICIPALITIES	2026 LEAGUE OF NEB MUNICIPALITIES CONFERENCE	914.00
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	624.06
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	32.95
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	62.58
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	125.18
		\$ 1,993.61

CITY COUNCIL

SECURITY EQUIPMENT INC	CARD READER -COUNCIL DOOR	2,088.00
		\$ 2,088.00

LEGAL

AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	139.26
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	9.95
NETDOCUMENTS SOFTWARE INC	2025/08/06-2026/08/05 DOCUMENT	3,741.42
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	110.13
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	56.08
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	32.15
		\$ 4,088.99

CABLE/TV

AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	46.42
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	49.75
COX BUSINESS SERVICES	2025/08/19-09/18 MONTHLY SERVICE	9.04
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	550.64
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	20.18
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	26.72
		\$ 702.75

CITY CLERK

BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	86.24
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	954.45
SHIRLEY HARBIN	REIMB MILEAGE FOR CLERKS MEETING IN BEATRICE	26.32
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	27.12
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	20.98
		\$ 1,115.11

FINANCE/RISK MANAGEMENT

ABILA ACCOUNTING SOFTWARE	2025/09/01-2026/08/31 SOFTWARE SUPPORT	12,233.87
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	224.94
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	72.97
CAPITAL BUSINESS SYSTEMS, INC	2025/07/20-08/19 COPIER EXPENSE	353.95
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
MARIE WOOD	REIMB LOCAL MILEAGE	57.54
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	807.61
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-J DRISCOLL	187.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	73.79
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	127.88
		\$ 14,170.54

MINUTE RECORD

CLAIMS FOR 2025/09/16 COUNCIL MEETING

PAGE 2

LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	2025/07/31-08/30 COPIER EXPENSE	557.09
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	350.72
CENTURY LINK	2025/08/11-09/10 MONTHLY SERVICE	145.48
INGRAM LIBRARY SERVICES LLC	BOOKS	1,304.19
MIDWEST TAPE	DVD	23.99
SARPY COUNTY TIMES	2025/08/27-2026/08/26 SUBSCRIPTION	139.99
SCOTT WELCH	2025/09/30M WEB HOSTING & SUPPORT	125.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	98.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	77.18
VERIZON WIRELESS	2025/08/17-09/16 MONTHLY SERVICE	120.03
		<u>\$ 2,942.65</u>

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	139.26
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	56.38
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	PHYSICAL TESTINGS	380.00
MATRIX BUSINESS SYSTEMS INC	SERVICE LABOR, TONER	105.00
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	624.06
OMAHA PUBLIC POWER DISTRICT	2025/07/22-08/20 MONTHLY SERVICE	327.98
ONE SOURCE	2025/08/01-09/01 BACKGROUND CHECKS	308.00
PRECISE MRM LLC	2025/07/31M FLAT DATA PLAN	69.00
UKG INC	SERVICE REQUEST FIXED FEE	2,500.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	74.06
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	97.39
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	2,349.43
		<u>\$ 7,060.56</u>

CODE ENFORCEMENT

AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	232.10
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	3.55
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	205.69
TRAVELERS	2025/08/31M PAID LOSS RECOVERY	767.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	72.11
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	57.80
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	672.45
		<u>\$ 2,010.70</u>

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INSTALLATION	5,864.70
	2025/07/28-08/24	
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	478.72
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	5.96
MATRIX BUSINESS SYSTEMS INC	2025/08/31M COPIER EXPENSE	87.80
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	345.42
ONE CALL CONCEPTS	2025/08/31M LOCATES	1,338.19
PRECISE MRM LLC	2025/07/31M FLAT DATA PLAN	92.00
SEILER INSTRUMENT & MANUFACTURING INC	2025/01/01-12/31 TRIMBLE ACCESS SOFTWARE MAINTENANCE	1,625.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	58.60
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	92.37
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	174.02
		<u>\$ 10,162.78</u>

PARKS

A-RELIEF SERVICES	2025/07/28-08/24 PORTABLE RESTROOMS-BICYCLE CLUB	103.00
A-RELIEF SERVICES	2025/07/28-08/24 PORTABLE RESTROOMS-HAWORTH PARK	103.00
ARTISTIC SIGN & DESIGN, INC	HAMILTON PICKLEBALL SIGN	485.00
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	86.46
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	103.16
CAPITAL BUSINESS SYSTEMS, INC	2025/07/18-08/17 COPIER EXPENSE	21.18
CREATIVE SITES, LLC	TRASH RECEPTACLES W/DOME LIDS, FREIGHT, PLAYGROUND MATS	7,951.00

MINUTE RECORD

CLAIMS FOR 2025/09/16 COUNCIL MEETING

PAGE 3

PARKS (CONT'D)

HUGHES TREE SERVICE	TREE REMOVAL-3511 LEAWOOD DR	4,500.00
METROPOLITAN UTILITIES DIST	2025/07/10-08/06 MONTHLY SERVICE	60.71
OMAHA PUBLIC POWER DISTRICT	2025/07/01-07/30 MONTHLY SERVICE	101.00
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	2,826.55
OMAHA PUBLIC POWER DISTRICT	2025/07/22-08/20 MONTHLY SERVICE	35.11
OMAHA PUBLIC POWER DISTRICT	2025/07/23-08/21 MONTHLY SERVICE	488.84
OMAHA PUBLIC POWER DISTRICT	2025/07/25-08/26 MONTHLY SERVICE	72.05
PILOT ROCK	PICNIC TABLES-ADA ACCESSIBLE, FREIGHT	9,720.70
PRECISE MRM LLC	2025/07/31M FLAT DATA PLAN	299.00
PRIDE HOME MAINTENANCE SERVICES,	FOOTBALL FIELD IRRIGATION SYSTEM-AHP	4,900.00
SITEONE LANDSCAPE SUPPLY	FERTILIZER	574.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	95.37
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	78.55
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	5,346.41
		<u>\$ 37,951.89</u>

RECREATION

AQUA-CHEM	CHEMICALS-CASCIO	402.23
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	132.88
B&D DIAMOND PRO	72 TONS EXTRA FINE BRICK CHIPS-TRACK	9,600.00
HEATHER BROWN	REFUND CHURCH RENTAL DEPOSIT	425.00
METROPOLITAN UTILITIES DIST	2025/07/16-08/14 MONTHLY SERVICE	240.09
OMAHA PUBLIC POWER DISTRICT	2025/07/01-07/30 MONTHLY SERVICE	58.37
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	2,152.03
OMAHA PUBLIC POWER DISTRICT	2025/07/22-08/20 MONTHLY SERVICE	1,726.23
OMAHA PUBLIC POWER DISTRICT	2025/07/23-08/21 MONTHLY SERVICE	41.08
PRECISE MRM LLC	2025/07/31M FLAT DATA PLAN	92.00
STEVE'S FLOOR COVERINGS, INC	BASE COAT-REED CENTER	650.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	17.33
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	30.56
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	1,041.93
		<u>\$ 16,609.73</u>

FACILITY MAINTENANCE

ALLIED SYSTEMS, INC	HYDROMATIC PUMP, FREIGHT-DIST 3	5,274.90
ANDERSON FORD	2025 FORD RANGER 1FTER4HH9SLE25344	39,784.00
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	92.84
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	478.90
CARPENTER PAPER CO	JANITORIAL SUPPLIES	837.55
CERRIS SYSTEMS NORTH CENTRAL, INC	A/C MAINTENANCE-CITY HALL, PLANNING	1,372.60
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES-REED CENTER	130.30
HD SUPPLY formerly Home Depot Pro	CREDIT-JANITORIAL SUPPLIES	(292.92)
HOTSY EQUIPMENT CO	2025/08-2026-02 PRESSURE WASHER MAINTENANCE	217.00
IDEAL PURE WATER COMPANY	BOTTLED WATER, COOLER RENTAL	44.50
INTERSTATE POWER SYSTEMS, INC	ANNUAL EMERGENCY GENERATOR MAINTENANCE- CITY HALL	4,438.64
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	157.57
NEBRASKA STATE FIRE MARSHALL	BOILER CERTIFICATE-1510 WALL ST	72.00
OMAHA DOOR & WINDOW COMPANY, INC	ELEC STRIKE PROTECTORS	538.81
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	1,352.53
OMAHA PUBLIC POWER DISTRICT	2025/07/22-08/20 MONTHLY SERVICE	421.69
OMAHA PUBLIC POWER DISTRICT	2025/07/23-08/21 MONTHLY SERVICE	47.07
OVERHEAD DOOR CO OF OMAHA	REPLACE BEARINGS, CHAIN LINK-FLEET	943.00
OVERHEAD DOOR CO OF OMAHA	REPLACE CABLES, ROLLERS, SLEEVES-DIST 1	264.50
PRECISE MRM LLC	2025/07/31M FLAT DATA PLAN	161.00
ROCHESTER MIDLAND CORPORATION	2025/09/30M WATER ENERGY TEAM FIXED BILLING	370.00
TRICO MECHANICAL SERVICES	MINI-SPLIT SERVICE-DIST 1	403.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	83.89
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	67.72
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	939.01
		<u>\$ 58,200.60</u>

MINUTE RECORD

CLAIMS FOR 2025/09/16 COUNCIL MEETING

PAGE 4

CEMETERY

2DOGS CONCRETE DESIGNS, LLC	BOULDER HEADSTONE	590.00
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	46.42
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	93.01
CAPITAL BUSINESS SYSTEMS, INC	2025/09/06-10/05 COPIER EXPENSE	17.51
COX BUSINESS SERVICES	205/08/22-09/21 MONTHLY SERVICE	91.99
OMAHA PUBLIC POWER DISTRICT	2025/07/22-08/20 MONTHLY SERVICE	330.89
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	22.23
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	26.99
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	577.36
		\$ 1,796.40

STREETS

ALFRED BENESCH & COMPANY	BPW-240101 MAJOR STREET RESURFACING 2025/07/28-08/24	6,361.85
ALFRED BENESCH & COMPANY	BPW-250103 CDBG SIDEWALK IMP 2025/07/28-08/24	8,331.25
ALFRED BENESCH & COMPANY	BPW-250104 CITY OVERLAY PROJECTS 2025/07/28-08/24	30,137.00
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	272.14
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	160.07
CONCRETE SUPPLY, INC	CONCRETE	18,945.00
DREFS TREE SERVICE	CUT DOWN TREES-MULTIPLE LOCATIONS	8,860.00
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTION	422.75
HDR ENGINEERING, INC	BPW-240501 PRAIRIE HILL DEV-INFRASTRUCTURE 2025/06/29-08/23	910.66
HGM ASSOCIATES INC	BPW-250102 ENG SVC CONCRETE REPAIR CONCRETE	17,160.40
IA/NE CONCRETE PRODUCTS		10,316.00
JACOBS ENGINEERING GROUP, INC	BPW-250301 QUAIL CREEK REHAB 2025/06/28-07/25	1,897.44
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK 2025/06/28-07/25	10,237.01
JAMES R ZYMOLA	REIMB CDL LICENSE	64.00
JEO CONSULTING GROUP, INC	BPW-250120 BELLEVUE INDUSTRIAL DRAINAGE THRU 2025/08/22	9,346.25
LOGAN CONTRACTORS SUPPLY	WHITE PAINT, RED MARKING PAINT	375.00
MIDWEST LABORATORIES, INC	METAL TESTING	1,016.00
OMAHA PUBLIC POWER DISTRICT	2025/07/01-07/30 MONTHLY SERVICE	230.01
OMAHA PUBLIC POWER DISTRICT	2025/07/01-7/30 MONTHLY SERVICE	42.75
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	650.19
OMAHA PUBLIC POWER DISTRICT	2025/07/22-08/20 MONTHLY SERVICE	45.96
OMAHA PUBLIC POWER DISTRICT	2025/07/23-08/21 MONTHLY SERVICE	836.86
OMAHA PUBLIC POWER DISTRICT	2025/07/25-08/26 MONTHLY SERVICE	13,210.85
OMAHA PUBLIC POWER DISTRICT	STREET LIGHT REPAIR-15791 US 34	2,236.40
OMAHA PUBLIC POWER DISTRICT	STREET LIGHT REPAIR-KENNEDY FRWY @ HWY 370	4,271.85
OMAHA PUBLIC POWER DISTRICT	DAMAGED SLT PULLBOX-US HWY 75 SB	2,364.43
OMAHA PUBLIC POWER DISTRICT	STREET LIGHT REPAIR-HWY 75 & HWY 34	4,498.61
OMNI ENGINEERING	BPW-250104 CITY OVERLAY PROJECTS 2025/07/14-08/23	576,131.71
PRECISE MRM LLC	2025/07/31M FLATA DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	10,186.93
STREETSCAN USA, INC	BPW-250401 STREET ASSESSMENT MANAGEMENT	37,165.00
UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEES 8/1/24-7/31/25 HAFP 2021-08-20 BOND	300.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	330.58
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	263.34
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	5,246.42
		\$ 784,020.71

FLEET MAINTENANCE

911 CUSTOM, LLC	LINEAR ION BLUE/WHITE LT-PO629	137.50
AA WHEEL & TRUCK SUPPLY, INC	BRAKE CYLINDERS-RE STOCK	31.24
ALLIED OIL & TIRE COMPANY	BULK OIL, ANTIFREEZE, GREASE, TRANSMISSION FLUID	8,282.75
ARNOLD MOTOR SUPPLY	EXHAUST CLAMP, REMAN STARTER MOTOR, BRAKE BLEEDER CAP	255.56
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	46.42
AUTO BODY AUTHORITY	REPAIR 2013 FORD TRANSIT	3,270.15

MINUTE RECORD

CLAIMS FOR 2025/09/16 COUNCIL MEETING

PAGE 5

FLEET MAINTENANCE (cont'd)

AUTOMOTIVE WAREHOUSE DIST, INC	WIPER BLADES, SEALS, FILTERS, MUFFLER CLAMPS, ROTORS & PADS, BELT TENSIONER, THREADLOCKERS, COUPLINGS, ELEC TAPE, TIRES-WW108	1,561.15
BAUER BUILT TIRE & SERVICE		915.12
BAXTER FORD	LOWER DEFLECTOR, MOLDING, GASKETS, TIMING BELT, TENSIONER, RETAINERS, SHIELDS, COVER	1,059.17
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	125.63
CLAYS PUMP & EQUIPMENT CO	REPLACE AIR HOSE REEL, VICE GRIP	1,353.55
COLLECTIVE DATA, INC	WEB CONFERENCE TRAINING -FLEET PARTS ROOM	750.00
CORNHUSKER INTERNATIONAL TRUCKS	SERVICE WORK, DIAGNOSTIC SVCS, EXHAUST SENSOR, ELEC HORN, FILTERS	10,190.69
CUMMINS SALES AND SERVICE	SERVICE WORK-ENG41	12,594.15
DANKO EMERGENCY EQUIPMENT	ECKLAND DECK MOTOR-ENG44 - LESS TAX	400.00
FACTORY MOTOR PARTS CO	OIL FILTERS	12.58
IDEAL PURE WATER COMPANY	BOTTLED WATER	92.00
IDENTIFIX INC	2025/09/29-2026/09/28 IDENTIFIX SUBSCRIPTION	1,428.00
LEVANDERS AUTOMOTIVE, LLC	REPLACED RADIATOR & COOLING FAN-PO902	1,322.21
LOGAN CONTRACTORS SUPPLY	OIL BURNER TUNE UP KIT-ST107	22.77
MATHESON TRI-GAS INC	2025/08/31M CYLINDER RENTAL-FAB	208.25
NAPA AUTO PARTS	FITTINGS, FILTERS, CLAMPS, GLOVES, HORN BUTTON, BRAKE PARTS CLEANERS, FUEL LINE	1,646.75
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	WASHERS, CAP & MACHINE SCREWS, DOUBLE LOOP TIE-WRAP, NUTS	166.10
OMAHA PUBLIC POWER DISTRICT	2025/07/23-08/21 MONTHLY SERVICE	1,092.68
RDO TRUCK CENTERS	FRONT AXLE NUT KEEPER	61.52
SEAGRAVE FIRE APPARATUS, LLC	DOOR JAM SWITCHES-ENG31	116.14
THE UPS STORE	SHP CHG TOUCH SCREEN-ENG41	17.22
TOYNE, INC	INDICATOR SWITCHES	260.57
TRUCK CENTER COMPANIES-OMAHA	REPL KIT WATER-IN-FUEL ASSY	65.18
TY'S OUTDOOR POWER & SERVICE	L SECTION BELT-RESTOCK	25.14
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	155.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	196.42
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	778.03
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	464.81
		\$ 49,104.95

SOLID WASTE

CITY OF OMAHA	2025/08/27-09/26 COMPOST DELIVERIES	15,794.42
PAPILLION SANITATION	2025/08/31M TRASH HAULING FEES	372,724.02
PAPILLION SANITATION	2025/07/15-07/22 GLASS RECYCLING	472.02
		\$ 388,990.46

PLANNING

AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	46.42
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	5.39
CAPITAL BUSINESS SYSTEMS, INC	2025/07/18-08/17 COPIER EXPENSE	87.43
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	312.44
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	31.93
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	20.98
		\$ 504.59

PERMITS & INSPECTIONS

AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	645.54
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	7.21
CAPITAL BUSINESS SYSTEMS, INC	2025/07/18-08/17 COPIER EXPENSE	236.41
CORNHUSKER AUTO WASH	2025/08/31M VEHICLE WASH	55.14
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	417.45
PHOENIX RESTORATION SERVICES	BOARD UP 1110 FORT CROOK RD EXTENDED STAY AMERICA	16,000.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	82.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	107.27
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	1,064.96
		\$ 18,616.97

MINUTE RECORD

CLAIMS FOR 2025/09/16 COUNCIL MEETING

PAGE 6

POLICE

AARDVARK	BREACHING TOOL W/SLING, CYLINDERS, CASE, FREIGHT	12,733.00
AMAZON WEB SERVICES, INC	2025/08/31M AMAZON WEB SERVICES	1,056.25
A-RELIEF SERVICES	2025/07/24-08/20 PORTABLE RESTROOMS	199.00
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	4,415.24
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	127.72
CAPITAL BUSINESS SYSTEMS, INC	2025/07/17-08/16 COPIER EXPENSE	673.14
CCAP AUTO LEASE	2025/09/30M USPS VEHICLE LEASE	696.68
ENFORMION, LLC	2025/10/01-2026/09/30 ANNUAL SOFTWARE	1,750.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	45.82
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHERS INSPECTION	2,241.75
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	500.00
GAMBER-JOHNSON, LLC	REPAIR 2 GAMBER-JOHNSON DOCKS FOR CRUISERS	667.44
GOVDIRECT, INC	2025/08/27-2030/08/27 SODIMM, WARRANTY, TOUGHBOOKS	15,295.36
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-HOLWERDA FOR NEW HIRES	322.50
HEARTLAND OFFICE INSTALLERS, INC	RECONFIGURE EXISTING CUBICLES	700.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	120.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	100.94
JOHN KOLBE	REIMB PER DIEM FOR TRAINING	374.00
JOSEPH GRAY	REIMB FOR K9 MEDICINE	98.56
KISHAN MANNING	REIMB PER DIEM FOR TRAINING	306.00
MATCON, LLC	2025/07/31M COMMON AREA MAINTENANCE-K9	541.87
MATCON, LLC	LATE FEE-K9 BLDG	54.19
MATCON, LLC	2025/08/31M COMMON AREA MAINTENANCE-K9	541.87
MATCON, LLC	2025/09/30M COMMON AREA MAINTENANCE-K9	541.87
MATRIX BUSINESS SYSTEMS INC	2025/08/31M COPIER EXPENSE	193.36
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	TUITION-INSTRUCTOR COURSE-KOLBE, SWACKHAMMER	800.00
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	7,434.76
PRIME SECURED	2025/09/01-2026/08/31 HOSTED SERVICES-VIDEO FEDERATION SVCS	500.00
RILEY LAMPMAN	ADVANCE PER DIEM FOR TRAINING	442.00
SHARP IMAGE INC	REPLACE WINDOW TINTING-UNIT 647	65.00
STRYKER SALES CORPORATION	REPLACEMENT BATTERY KITS (60)	9,000.00
THE GPS STORE, INC	USGLOBALSAT GPS RECEIVERS (10)	395.40
THURMAN PSYCHOLOGICAL, LLC	PSYCHOLOGY TESTING AS OF 2025/08/26	500.00
TRAVELERS	2025/08/31M PAID LOSS RECOVERY	99.00
TRAVELERS	2024/05/12 AUTO LIABILITY CLAIM	6,652.85
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	2,642.35
TX PAPHILLION LLC	2025/08/31M VEHICLE WASH	29.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	1,873.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	776.91
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	16,936.76
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	-318.74
		\$ 92,126.74

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	360.67
AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	1,943.16
BLACK HILLS ENERGY	2025/07/30-08/28 MONTHLY SERVICE	183.24
BODY BASICS FITNESS EQUIPMENT	MAINTENANCE ON TREADMILL	174.00
BOUND TREE MEDICAL, LLC	RESCUE EQUIPMENT & SUPPLIES	243.99
DANKO EMERGENCY EQUIPMENT	FIREFIGHTING FOAM	8,016.00
DEAN SNYDER CONSTRUCTION CO	BPW-250109 BFD UTILITY BLDG ADDITION/PARKING THRU 2025/08/27	139,500.00
ED M FELD EQUIPMENT CO	V-SERIES BATTERIES FOR THERMAL IMAGER	120.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-D MILLER, F GUIDO	975.48
HARRIS DECALS INC	WRAP-TECHNICAL RESUCE TRAILER	5,101.37
KATHLEEN A NANFITO	REIMB RENTAL CAR FROM ENTERPRISE	673.52
MARCO TECHNOLOGIES, LLC	2025/07/27-08/26 COPIER EXPENSE	64.68
METROPOLITAN UTILITIES DIST	2025/07/08-08/07 MONTHLY SERVICE	50.00
OMAHA PUBLIC POWER DISTRICT	2025/07/01-07/30 MONTHLY SERVICE	1,786.82
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	2,310.37
OMAHA PUBLIC POWER DISTRICT	2025/07/22-08/20 MONTHLY SERVICE	1,025.23
OMAHA PUBLIC POWER DISTRICT	2025/07/23-08/21 MONTHLY SERVICE	2,927.91
OMAHA PUBLIC POWER DISTRICT	2025/07/25-08/26 MONTHLY SERVICE	860.86
PROGRESSIVE INSURANCE	REFUND - CLAIM #246583035	490.00

MINUTE RECORD

CLAIMS FOR 2025/09/16 COUNCIL MEETING

PAGE 7

FIRE & RESCUE (cont'd)

STRYKER SALES CORPORATION	CENTER LOCK JAM NUT, 5 WHEEL	64.81
TELEFLEX FUNDING, LLC	EZ-IO POWER DRIVER	598.00
THIELE GEOTECH	CONCRETE TESTING-TRAINING SITE	2,187.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	616.17
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	1,324.36
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	9,394.87
ZOLL DATA SYSTEMS INC	2025/10/31M ZOLL BILLING	1,654.80
		<u>\$ 182,647.81</u>

NON-DEPARTMENTAL/CONTRACTS

CMG NEBRASKA MEDIA, LLC	DISPLAY GUIDES-BELLEVUE NOW!	795.00
FIRST NATIONAL BANK OF OMAHA	FNBO ANALYSIS CHARGE	673.52
OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	249.89
SARPY COUNTY COURT HOUSE	2025/10/31M ANIMAL CONTROL	17,530.00
		<u>\$ 19,248.41</u>

INFORMATION TECHNOLOGY

FIRST WIRELESS, INC	RADIO PARTS FOR MAINTENANCE, FREIGHT	9,773.62
GOVDIRECT, INC	6 PANASONIC TOUGHBOOKS & SUPPORT	22,943.04
MOTOROLA SOLUTIONS, INC	6 MOBILE RADIOS FOR POLICE	24,620.34
TESSCO	DIPOLE ANTENNA	969.20
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	227.76
		<u>\$ 58,533.96</u>

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2025/08/31M BELLEVUE INDOOR WATERPARK SERVICES	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	2025/08/31M BELLEVUE INDOOR WATERPARK REIMB EXPENSES	58.63
		<u>\$ 12,558.63</u>

2206 LONGO DR

C&E INDUSTRIES	2025/08/31M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2025/08/04-09/03 MONTHLY SERVICE	137.12
CERRIS SYSTEMS NORTH CENTRAL, INC	LIBRARY HP NOT COOLING	679.15
CINTAS LOCATION #749	2025/07/21 MAT SERVICE	459.95
COX BUSINESS SERVICES	2025/07/27-08/26 MONTHLY SERVICE	157.80
FIRE PROTECTION SERVICES, LLC	SEMI ANNUAL FIRE ALARM AND EXTINGUISHERS INSPECTION	693.57
METROPOLITAN UTILITIES DIST	2025/07/08-08/07 MONTHLY SERVICE	2,318.32
OMAHA PUBLIC POWER DISTRICT	202506/24-07/23 MONTHLY SERVICE	10,209.72
PAPILLION SANITATION	2025/08/31M SERVICE	359.30
PROTECH PEST CONTROL	2025/08/31M PEST CONTROL	149.80
SELDIN LLC	2025/08/31M APPFOLIO FEES	64.41
SELDIN LLC	2025/07/31M MANAGEMENT FEES	1,450.00
TAILORED LAWNS, INC	2025/08/05 LAWN CARE	700.00
TITANIUM FIRE SPRINKLER COMPANY	REPAIRED AND RETESTED BACKFLOW PREVENTOR	1,325.00
TITANIUM FIRE SPRINKLER COMPANY	PROJECT SVC-5633	5,770.00
TITANIUM FIRE SPRINKLER COMPANY	ANNUAL FIRE INSPECTION	185.00
USG	MISC MAINTENANCE	2,876.48
WATERLINK INC	2025/08/31M WATER TREATMENT SERVICE	431.63
		<u>\$ 31,958.35</u>

WASTEWATER-ADMIN

AT&T MOBILITY	2025/07/22-08/21 MONTHLY SERVICE	689.92
CAPITAL BUSINESS SYSTEMS, INC	2025/07/09-08/08 COPIER EXPENSE	98.45
CENTURY LINK	2025/08/13-09/12 MONTHLY SERVICE	225.54
CENTURY LINK	2025/08/22-09/21 MONTHLY SERVICE	575.34
COX BUSINESS SERVICES	2025/08/12-09/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2025/08/18-09/17 MONTHLY SERVICE	91.99
FIRST NATIONAL BANK OF OMAHA	FNBO ANALYSIS CHARGES	405.38
HDR ENGINEERING, INC	BPW-211123 HAWORTH PK WW COLLECTION SYST	1,622.29
	2025/07/27-08/23	
MICHAEL TODD INDUSTRIAL SUPPLY	OPEN BACK SHOVELS, SURVEY PAINT	507.03

MINUTE RECORD

CLAIMS FOR 2025/09/16 COUNCIL MEETING

PAGE 8

WASTEWATER-ADMIN (CONT'D)

OMAHA PUBLIC POWER DISTRICT	2025/07/11-08/11 MONTHLY SERVICE	3,632.25
OMAHA PUBLIC POWER DISTRICT	2025/07/22-08/20 MONTHLY SERVICE	1,804.69
OMAHA PUBLIC POWER DISTRICT	2025/07/23-08/21 MONTHLY SERVICE	1,131.68
PRECISE MRM LLC	2025/07/31M FLAT DATA PLAN	253.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LIFE	149.16
UNITED OF OMAHA LIFE INSURANCE CO	2025/08/31M LTD	121.07
US BANK VOYAGER FLEET SYSTEMS	2025/07/31M FUEL PURCHASES	4,017.44
		\$ 15,533.23

WASTEWATER-LIFT STATION MAINTENANCE

ELECTRIC PUMP, LLC	COOLING JACKET, FREIGHT, DETECTORS, TEMP SENSORS, WASHERS	2,274.76
HOA OPTIMIZATION & AUTOMATION	HD SUBMERSIBLE LEVEL TRANSDUCER	2,850.00
HTM SALES, INC	IMPELLER, BOLTS, GASKETS, O-RINGS, WASHERS, SEAL, FREIGHT	5,175.00
		\$ 10,299.76

WASTEWATER-SEWER MAINTENANCE

ARMOR EQUIPMENT	RETROFIT CCTV CUTTER EQUIPMENT	15,412.17
GRAINGER	FIBERGLASS HANDLE, GLOVES	247.89
		\$ 15,660.06

WASTEWATER-SEWER CONSTRUCTION

EMBRIS GROUP LLC	BPW-230611 OLDE TOWN REHAB 2025/07/31M	4,997.50
GEARHART CONSTRUCTION & PLUMBING INC	EMERGENCY SEWER MAIN REPAIR-33RD & HARRISON ST	27,220.00
HDR ENGINEERING, INC	BPW-240603 SCWWA CONNECTION EVALUATION 2025/07/27-08/23	6,287.42
HEIMES CORPORATION	BPW-211123 HAWORTH PARK SANITARY THRU 2025/07/29	21,531.55
READY MIXED CONCRETE COMPANY	CONCRETE	667.27
SAK CONSTRUCTION, LLC	BPW-230611 OLDE TOWNE REHAB 2025/07/01-08/05	536,438.70
SAK CONSTRUCTION, LLC	BPW-230611 OLDE TOWNE REHAB-PHASE 1 THRU 2025/08/29	270,891.90
		\$ 868,034.34

WASTEWATER-LIFT STATION CONSTRUCTION

EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION	1,028.75
EMBRIS GROUP LLC	BPW-250114 BELLEVUE LANDINGS LS 2025/05/01-08/31	677.50
HDR ENGINEERING, INC	BPW-250114 PROFESSIONAL SVCS-LANDING LS 2025/07/27-08/23	9,125.33
JUDDS BROS CONSTRUCTION CO	BPW-230307 BLUFF ST LIFT STATION 2025/07/22-08/19	74,402.06
JUDDS BROS CONSTRUCTION CO	BPW-230307 BLUFF ST LIFT STATION REHAB 2025/06/20-07/21	12,276.00
		\$ 97,509.64

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2025/07/25-08/25 MONTHLY SERVICE	100.59
		\$ 100.59

COMMUNITY DEVELOPMENT

BELLEVUE VOLUNTEER FIRE DEPT, INC	BVPD FACILITY UPGRADE-GRANT BALANCE	15,569.00
		\$ 15,569.00

FEDERAL FORFEITURES

VERIZON WIRELESS	2025/08/22-09/21 MONTHLY SERVICE	690.68
		\$ 690.68

TOTAL CLAIMS FOR 2025/09/16 **\$ 2,823,106.61**

TOTAL PAYROLL FOR 2025/08/29 **\$ 1,600,985.69**

9a.
9/16/2025



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

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

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

Name: Tanya Luken

Address: 109 Cedar St, Bellevue NE 68005

Telephone Number: 503-330-8515 Email Address: tanya.luken@gmail.com

Date Submitted: 8/12/2025 Date of Requested City Council Meeting: ~~9/2/2025~~

9/16/2025

Description of Requested Topic:

I would like a safe way to access Everett Park from my home.

For Office Use Only:

Date of City Council Meeting: 9/16/25

Applicant Contacted: _____

Susan Kluthe

From: Tanya Luken <tanya.luken@gmail.com>
Sent: Tuesday, September 2, 2025 8:52 AM
To: Susan Kluthe
Cc: Jim Ristow; Shirley Harbin; Thomas Burns
Subject: Re: [EXT] Topic for Consideration

Hi Susan,

9/16 works for me please. Thank you!

Tanya

On Tue, Sep 2, 2025 at 08:49 Susan Kluthe <Susan.Kluthe@bellevue.net> wrote:

Thomas this will not be able to be on this agenda, however we can add to next agenda on Sept. 16th if that works for Ms. Luken. Jim will have to approve putting the item on the agenda as well. Please let me know if you have any questions. Thank you!

Best regards,

Susan Kluthe

City Clerk

[City of Bellevue](#)

[1500 Wall Street](#)

[Bellevue, NE 68005](#)

402.293.3007

susan.kluthe@bellevue.net

From: Thomas Burns <thomas.burns@bellevue.net>
Sent: Sunday, August 31, 2025 10:16 AM



9b.
9/16/2025

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

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

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

Name: Charles Shanahan

Address: 2520 Olive ST

Telephone Number: 402 812 5248 Email Address: CHUCK STICHEL@gmail.com

Date Submitted: 9-2-2025 Date of Requested City Council Meeting: SEPT 16 2025

Description of Requested Topic:

DISCUSS my GARAGE PERMIT 2520 OLIVEST

For Office Use Only:

Date of City Council Meeting: 9/16/25

Applicant Contacted: _____

RECEIVED
SEP 02 2025
CITY CLERK

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:

I S 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.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Janiff 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
	<u>City Attorney</u>	<u>\$ 355 - 440</u>
	City Clerk	\$ 6,743 - 9,717 <u>6,171 - 8,923</u>
	Treasurer	\$ 355 - 440 <u>335 - 421</u>

Section 2a.	<u>Unclassified Employees</u>	<u>Range (monthly)</u>
	Ambulance Billing Account Manager	\$ 5,670 - 7,660 <u>5,444 - 7,306</u>
	Assistant City Attorney	\$ 8,693 - 11,638 <u>8,523 - 11,409</u>
	Assistant Finance Director	\$ 7,750 - 11,282 <u>7,597 - 11,060</u>
	<u>Legal Services Director</u> City Attorney	\$ 10,351 - 14,709 <u>9,896 - 12,974</u>
	Dir of Community & Ec. Development	\$ 9,767 - 13,894 <u>9,410 - 13,622</u>
	Communications Director	\$ 6,897 - 9,634 <u>6,334 - 8,975</u>
	Acctg, Reporting & Compliance Manager	\$ 7,200 - 10,071 <u>7,060 - 9,873</u>
	Deputy Director Parks & Rec	\$ 6,727 - 9,636 <u>6,486 - 9,447</u>
	Finance Director	\$ 9,599 - 13,530 <u>9,039 - 12,932</u>
	Fire Chief	\$ 10,227 - 14,217 <u>9,617 - 13,355</u>
	Human Resources Generalist	\$ 4,727 - 7,233 <u>4,635 - 7,091</u>
	Human Resources Director	\$ 8,462 - 12,641 <u>7,771 - 11,653</u>
	Manager of Engineering Services	\$ 8,629 - 11,712 <u>8,037 - 10,991</u>
	<u>Legal Affairs & Special Projects Mgr.</u>	\$ <u>6,545 - 9,013</u>

Library Director	\$ 8,559 – 11,768 7,859 – 10,806
Planning Director	\$ 8,642 – 12,579 8,473 – 12,333
Police Chief	\$ 10,790 – 14,884 10,180 – 14,042
Public Works Director	\$ 9,961 – 13,948 9,334 – 12,912
Public Works Engineer II	\$ 6,956 – 9,802 6,819 – 9,610
Risk Manager	\$ 6,621 – 8,927 6,081 – 8,197

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 26.29 – 36.17 24.14 – 33.21
	Executive Secretary	\$ 30.53 – 43.91 28.47 – 39.32
	Emergency Medical Services Supervisor	\$ 48.07 – 63.25 47.13 – 62.01
	Human Resources Assistant	\$ 25.19 – 34.13 24.70 – 33.46
	Paralegal	\$ 28.67 – 39.03 28.11 – 38.26
	Payroll Specialist	\$ 26.64 – 36.76 26.12 – 36.04
	Office of Professional Standards Coord.	\$ 29.78 – 38.00 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	\$ 9,778 – 12,743 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

Unclassified Part-Time Positions

Range (hourly)

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

11b.
9/16/2025

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?: 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 the Planning Commission have recommended approval of this amendment.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: 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 Depue** has a R-1 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 3,000 square feet.
- **La Vista** 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%.
- **Sturgis, Kansas** utilizes an R3-B zoning district which allows for multifamily residential buildings at a density of 1.5 units per acre with a minimum lot area of 3,000 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 1.5 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 not 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 of exceed density and density 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 *Pharmway*
- ++ a parking 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 fire truck is navigating the area [note presently, no fire trucks if 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

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: _____

FREEDOM VILLAGE



OF BELLEVUE

September 2, 2025

City Council Members,

Please add this to the record for item 12.c. – Ordinance No. 4194: Request to Amend Section 5.17, City of Bellevue Zoning Ordinance – Planned Subdivision Overlay

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 and some comments for your review.

Back 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 and text amendment doesn't protect the best interests of these 325 seniors. Below are some areas of concern we have with the proposed development and text amendment, and why it is not comparable or compatible with both Freedom Village and Harmony Court.

1.) Infill vs. Large Scale Development

The housing option proposed isn't right for the development. This project is "Infill development" and while there have been some recent apartment projects approved on Infill lots none of them has requested this much density. The Affordable Housing Action Plan from December 2022 mentioned three options for housing land use needs. It gives examples of 'narrow housing' and 'stacked housing' as housing options for Infill development and reserves "apartment complexes" as a housing option for "Large Scale" development (which does not apply to this specific lot or development project.) See details below.

RECEIVED
SEP 02 2025
CITY CLERK

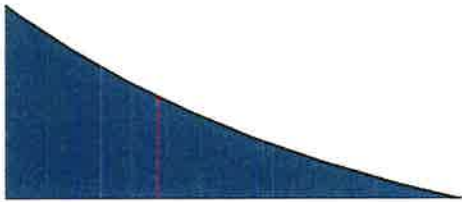
HOUSING LAND USE NEEDS.

It is imperative for any community to designate the appropriate amount of land to support new housing development projects, both within and adjacent, but outside a community's corporate limits. Residential development projects generally encompass three types: (1) infill development in older, existing residential neighborhoods, (2) acquisition and development of large tracts of vacant land inside a community's corporate limits for "large scale" development, and (3) acquisition and development of land as part of a designated future residential "growth area"

Infill housing development projects have the advantage of utilizing existing infrastructure and utilities, but may be challenged by the lot dimensions and setback requirements of local development code. Concepts including "narrow housing" and "stacked housing" may be the most appropriate housing type for infill development projects.

"Large scale" development projects involve the acquisition of tracts of undeveloped land and can be utilized for multiple residential related projects, including single family residential subdivisions, apartment complexes and senior housing "continuum of care" campuses. The appropriate zoning classification and future land use designation must be in place for these projects to occur. Additionally, these types of projects could have a more significant impact on a community's tax base and have a greater ability to encourage the development of both traditional and unique housing concepts and prototypes, potentially satisfying multiple community housing needs at once.

Residential "Growth Areas" identifies land outside, but adjacent a community's corporate limits, and being specifically designated for residential development. Land areas in this location may be the most affordable to purchase, but may not have appropriate utilities and infrastructure in place. Residential developments in growth areas typically include large lot subdivisions and acreages. **"Build-through" subdivisions** are encouraged, so as to be in conformance with local development code in the event of annexation.



Bellevue, Nebraska Affordable Housing Action Plan – 2027/2032.
4.18

The text amendment requested goes against the recommendations for Infill development and should only be considered for Large Scale development.

2.) Density

The density is too large for the development. We disagree with the Planning Department and Planning Commission'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 and the Affordable Housing Action Plan confirmed the existing zoning codes are appropriate. See details below.

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

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. **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.

The existing zoning codes are appropriate per The Affordable Housing Action Plan.

ZONING.

- Land prices are extremely high, but Zoning codes are appropriate for density and could allow for lot costs to be reduced. FUDs are a detriment to proper development. Construction costs are also high in Bellevue.
- City staff identified a need to define Accessory Dwelling Units.

STUDENT HOUSING.

- There are no issues with the capacity of student housing, however developers have approached Bellevue University and price products have been too high for students. Some student housing is used to house very low-income families as part of an existing housing project that was purchased by the University.



Bellevue, Nebraska Affordable Housing Action Plan – 2027/2032. 2.3

The Affordable Housing Action Plan also recommends development of ‘new’ or innovative/alternative housing types by amending zoning regulations to allow Accessory Dwelling Units, also known as “ADUs, typically of 600 sq. ft. or less per unit. However, these are designed to be constructed on established built residential lots, not infill lots. See details below.

Zoning Regulations for the Development of Innovative/Alternative Housing Types.

- Existing Community Zoning Regulations should be reviewed/updated to ensure that any “new” innovative Zoning concepts exist to maximize affordable housing development opportunities. This would include the review/evaluation of density standards, lot sizes, set-backs, street widths, etc. to allow for the development of innovative/alternative housing unit types, as identified below. Currently, Bellevue maintains 12 residential and mixed use development zoning districts that exclusively allow for the development of housing in a variety of capacities as a permitted use.
- ✓ **Accessory Dwelling Units, also known as “ADUs,” “In-Law Suites” or “Granny Flats,”** provide additional affordable housing opportunities in communities. Accessory Housing structures are typically constructed on established built residential lots, typically of 600 sq. ft. or less. These units must meet all local Building/Housing Code requirements. **Currently, the City of Bellevue does not have a definition regarding ADUs;**
- ✓ **Tiny Houses,** a residential development concept currently being considered in many communities, today, is an inexpensive affordable housing option. Tiny Houses, constructed as small as 200 sq. ft., are being built in both open, vacant lots and planned subdivisions, equipped with all amenities necessary to meet local Building/Housing Code requirements:
- ✓ **Single Room Occupancy (SRO) Housing,** typically developed as expanded dormitory-style housing, consisting of six, eight or more units per building. SRO housing is a suitable housing type for young professionals entering the workforce, as well as families in housing transitional; **and**
- ✓ **“Work/Live Residential Campus,”** consisting of workforce housing of varied types and price points developed in close proximity to one or several major employers in a “walkable” campus setting.

Bellevue, Nebraska Affordable Housing Action Plan – 2027/2032. 5.14

The text amendment requested was really designed and previously approved by the City Council 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.

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

3.) 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)

There are also several recent examples of Low-Income Housing Tax Credit (LIHTC) projects that have been approved without additional ‘buts’ needed. See below for a list of some of those projects.

Multiple Housing Federation for Sarpy County Projects; Belle Point Apartments; Oak Leaf/ Tall Grass Development (72nd & Capehart – Papillion)

4.) Why Amend When No One Knows if it will Work?

Amending the zoning regulations to a ‘possible or hypothetical’ future project doesn’t seem like the best practice for the City of Bellevue. The applicant has now requested two continuances of the Change of Zone before the Planning Commission because they are not able to make the project work with the proposed text amendment because other zoning regulations cannot be met. Councilwoman Welch asked during their Redevelopment Agreement Application – and Freedom Village owners have asked multiple times as well – for the developer to provide examples of other developments in the region that they have completed where this much density works and none have been provided.

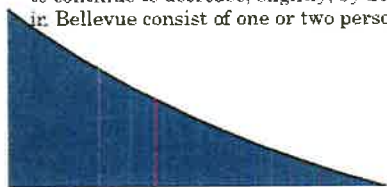
5.) Honoring the Best Interest of Our Seniors

This proposed project and text amendment don’t protect the best interests of the 325 seniors living at Freedom Village, Hillcrest Health & Rehab and Harmony Court. Per the Affordable Housing Action Plan, the 55+ age group is projected to experience the largest population increase from now through 2027 so these properties need to be protected so they can continue to serve the senior population. See details below.

The Bellevue 55+ population is projected to increase by 2027, with the “55-64” age group projected to experience the largest population increase. It is important that a range of elderly services, amenities and appropriate housing be made available in Bellevue to encourage senior/elderly populations to remain in their respective housing situations and, ultimately, remaining a resident of the City of Bellevue.

Persons Per Household.

Persons per household remained stable in Bellevue, from 2000 to 2010, at 2.61. From 2010 to 2020, persons per household declined, slightly, to 2.57. Currently, an average of 2.55 persons exist as a single household in Bellevue. This number is projected to continue to decrease, slightly, by 2027 and 2032, to an estimated 2.53 and 2.49, respectively. An estimated 14,671 households in Bellevue consist of one or two persons.



Bellevue, Nebraska Affordable Housing Action Plan – 2027/2032.
3.5

The Affordable Housing Action Plan offered recommendations for the 55+ age group, including a Residential Care Program, Support Services, Safe & Affordable Housing, and Senior Residential Communities similar in size and scope to Freedom Village. See details below.

Elderly/Senior Affordable Housing.

- **A Continuum of (Housing) Residential Care Program**, directed at persons and families 55+ years of age will need to be implemented in the Community to address several facets of elderly housing and supportive services needs to coincide with a projected growth in elderly population. Partnerships should be created with the local senior/retirement Community including nursing homes, assisted living and senior independent living facilities, Bellevue Chamber of Commerce, Bellevue Community Redevelopment Authority, Bellevue Housing Agency, as well as local homebuilders and home remodelers, realtors and financial institutions.

Attention should be given to increasing in-home health services and home maintenance, repair and modification of homes for elderly households, as well as providing additional affordable housing units, both owner and rental, both with or without supportive services.



- The Community of Bellevue should target up to **652 elderly housing units** by 2027. This would include up to **49 owner and 104 rental units** affordable to persons and families of **0 to 80 percent AMI**.
- **Local elderly housing providers should collaborate to address all facets of elderly housing and supportive service needs in Bellevue, including the increasing need for in-home services, memory care, maintenance and repair of homes occupied by elderly households in the Community and additional affordable housing, both owner and rental, for elderly persons with and without supportive service needs.**
- Secure developable land, via a **Land Trust/Land Bank Program**, for future elderly housing and supportive services projects and associated activities.

Bellevue, Nebraska Affordable Housing Action Plan – 2027/2032.

5.9

- Plan and develop an **“intergenerational”** elderly housing product to allow for shared living of elderly persons with younger generations of family members or friends.
- **Utilize programs and services through the Eastern Nebraska Office on Aging to educate the public regarding the benefits of safe and affordable senior housing.** Develop a messaging platform and communications plan to highlight benefits and resident experiences. Promote programs and services designed to enhance emotional, physical and cognitive well-being, along with the benefits of recreation and leisure opportunities.
- **Continue to support the development of “Senior Residential Communities” in Bellevue.** Development programs should be similar in size and scope to **Bellwood Courts Apartments**, or the recently completed **“Freedom Village”** garden home and apartment-style housing program.

Downtown Housing.

- A **Downtown Housing Initiative**, with a detailed schedule of design and implementation is needed in the Community of Bellevue to ensure continued housing opportunities in the Downtown. Priority should be given to projects that utilize upper-level spaces of existing commercial buildings. The potential exists to **create additional Downtown housing, primarily units above the first floor of existing commercial buildings.** The majority of these units would be rental, developed as a result of a building conversion, re-use/repurpose program.



- In addition to new housing, Bellevue should continue to utilize **programs of redevelopment implementation**, including strategies for building structural rehabilitation and beautification, with additional recommendations for downtown housing development, infrastructure improvements and business recruitment and retention initiatives.

Bellevue, Nebraska Affordable Housing Action Plan – 2027/2032.

5.10

We feel the Expectation Has Been Set for our seniors living at Freedom Village and that expectation is that they have a Safe, Quiet, Affordable Community for those “55 and Better” that doesn’t require them to live in or next to a non-Senior Residential Community that is a highly dense, large-scale apartment project.

At a minimum, we ask that the Text Amendment before you tonight be continued until (if and when) the Change of Zone request comes forward 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) 708-7915
jjanicki@hillcresthealth.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 16, 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 checked="" 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 \$197.1 million in fiscal year 2025-26 This is a decrease of \$1.4 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 \$242,726,658 and Expenditures of \$197,094,581 leave a cash balance of \$45,632,077.

FISCAL IMPACT: \$197,094,581 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
Second reading of Ordinance No. 4192 to adopt the 2025-2026 fiscal year budget. Public Hearing.

- ATTACHMENTS:
- Ordinance 4192
 - Preliminary Bellevue FYE2026 State Budget Form
 -
 -
 -
 -

SIGNATURES:
LEGAL APPROVAL AS TO FORM: Shirley Brattillan
FINANCE APPROVAL AS TO FORM: [Signature]
ADMINISTRATOR APPROVAL AS TO FORM: [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

2025-2026
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM

City or Village of Bellevue
 TO THE COUNTY BOARD AND COUNTY CLERK OF
 Sarpy County

This budget is for the Period October 1, 2025 through September 30, 2026

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

31,047,787.19	Property Taxes for Non-Bond Purposes
8,408,775.70	Principal and Interest on Bonds
39,456,562.89	Total Personal and Real Property Tax Required

Projected Outstanding Bonded Indebtedness as of October 1, 2025
 (As of the Beginning of the Budget Year)

Principal	88,690,000.00
Interest	26,801,226.75
Total Bonded Indebtedness	115,491,226.75

Total Certified Valuation (All Counties)
 (Certification of Valuation(s) from County Assessor **MUST** be attached)

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2024 through June 30, 2025?

YES NO

If YES, Please submit Interlocal Agreement Report by September 30th.

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2024 through June 30, 2025?

YES NO

If YES, Please submit Trade Name Report by September 30th.

County Clerk's Use ONLY

APA Contact Information

Auditor of Public Accounts
 PO Box 98917
 Lincoln, NE 68509

Telephone: (402) 471-2111 FAX: (402) 471-3301

Website: auditors.nebraska.gov

Questions - E-Mail: Jeff.Schreier@nebraska.gov

Submission Information

Budget Due by 9-30-2025

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

City or Village of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2023 - 2024 (Column 1)	Actual/Estimated 2024 - 2025 (Column 2)	Adopted Budget 2025 - 2026 (Column 3)
1	Net Cash Balance	40,423,333.50	35,398,171.66	45,632,077.25
2	Investments			
3	County Treasurer's Balance	239,625.73	240,000.00	
4	Beginning Balance Proprietary Function Funds (Only if Page 6 is Used)			-
5	Subtotal of Beginning Balances (Lines 1 thru 4)	40,662,959.23	35,638,171.66	45,632,077.25
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	33,960,904.57	37,602,351.83	39,065,903.85
7	Federal Receipts	219,696.82	421,318.71	111,636.00
8	State Receipts: Motor Vehicle Pro-Rate	66,877.27	70,946.55	128,500.00
9				
10	State Receipts: Highway Allocation and Incentives	7,715,685.49	10,782,200.22	7,791,092.00
11	State Receipts: Motor Vehicle Fee	557,981.29	706,186.65	720,200.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	1,709,387.12	3,412,481.64	1,451,645.80
14	State Receipts: Other	450,378.22	16,009.55	15,077.00
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax	-	-	-
17	Local Receipts: Motor Vehicle Tax	1,504,118.55	1,740,751.31	3,293,700.00
18	Local Receipts: Local Option Sales Tax	18,114,627.72	18,973,220.45	21,558,800.00
19	Local Receipts: In Lieu of Tax	1,011,145.65	261,989.40	500,000.00
20	Local Receipts: Other	51,389,076.55	86,176,327.11	121,251,026.35
21	Transfers In of Surplus Fees	-	-	-
22	Transfers In Other Than Surplus Fees	1,207,000.00	1,207,000.00	1,207,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			-
24	Total Resources Available (Lines 5 thru 23)	158,569,838.48	197,008,955.08	242,726,658.25
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	122,931,666.82	151,376,877.83	197,094,581.00
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	35,638,171.66	45,632,077.25	45,632,077.25
27	Cash Reserve Percentage			46%
PROPERTY TAX RECAP		Tax from Line 6		39,065,903.85
		County Treasurer Commission at 1%		390,659.04
		Total Property Tax Requirement		39,456,562.89

City or Village of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:		<u>Property Tax Request</u>
General Fund	\$	31,047,787.19
Bond Fund	\$	8,408,775.70
<u> </u> Fund		
<u> </u> Fund		
Total Tax Request	** \$	39,456,562.89

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

<u>Special Reserve Fund Name</u>		<u>Amount</u>
Wastewater/Economic Development	\$	7,083,367.54
Debt Service/Community Betterment	\$	9,927,052.54
Waterpark-Restricted Bond Proceeds	\$	885,940.00
Total Special Reserve Funds	\$	17,896,360.08
Total Cash Reserve	\$	45,632,077.25
Remaining Cash Reserve	\$	27,735,717.17
Remaining Cash Reserve %		28%

Documentation of Transfers of Surplus Fees: (Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From:	Transfer To:
Amount:	
Reason:	

Transfer From:	Transfer To:
Amount:	
Reason:	

Transfer From:	Transfer To:
Amount:	
Reason:	

City or Village of Bellevue in Sarpy County

Line No.	2025-2026 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	10,405,127.13	12,550,000.00	60,000.00	10,641,041.62	(822,668.83)	160,000.00	32,993,499.92
3	Public Safety - Police	23,918,766.36	552,062.00	373,847.00	-	-		24,844,675.36
3a	Public Safety - Fire	16,525,931.40	-	1,716,254.00	-	-		18,242,185.40
4	Public Safety - Other	-	-	-	-	-		-
5	Public Works - Streets	6,650,790.18	18,631,000.00	1,295,000.00	1,134,415.00	822,160.00		28,533,365.18
6	Public Works - Other	5,633,226.71	17,440,000.00	298,000.00	-	-		23,371,226.71
7	Public Health and Social Services	1,392,426.02	-	-	1,236.25	-		1,393,662.27
8	Culture and Recreation	6,346,100.16	32,328,430.00	-	1,247,300.00	-	755,000.00	40,676,830.16
9	Community Development	601,200.00	-	-	-	-		601,200.00
10	Miscellaneous	-	-	-	-	-		-
11	Business-Type Activities:							
12	Airport	-	-	-	-	-		-
13	Nursing Home	-	-	-	-	-		-
14	Hospital	-	-	-	-	-		-
15	Electric Utility	-	-	-	-	-		-
16	Solid Waste	4,749,967.00	-	-	-	-	12,000.00	4,761,967.00
17	Transportation	-	-	-	-	-		-
18	Wastewater	10,331,621.50	10,760,000.00	-	304,347.50	-	280,000.00	21,675,969.00
19	Water	-	-	-	-	-		-
20	Other	-	-	-	-	-		-
21	Proprietary Function Funds (Page 6)							
22	Total Disbursements & Transfers (Lns 2 thru 21)	86,555,156.46	92,261,492.00	3,743,101.00	13,328,340.37	(508.83)	1,207,000.00	197,094,581.00

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

City or Village of Bellevue in Sarpy County

Line No.	2024-2025 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	9,402,176.24	1,462,377.03	157,546.24	13,042,497.59	(35,976.22)	-	24,028,620.88
3	Public Safety - Police	23,618,417.72	-	1,888,873.55	-	-	-	25,507,291.27
3a	Public Safety - Fire	15,062,941.68	479,261.60	857,932.92	-	-	-	16,400,136.20
4	Public Safety - Other	-	-	-	-	-	-	-
5	Public Works - Streets	6,454,737.45	9,238,092.15	3,344,083.99	1,286,052.37	-	-	20,322,965.96
6	Public Works - Other	4,963,896.42	4,042,265.34	167,915.68	-	-	-	9,174,077.44
7	Public Health and Social Services	1,206,133.32	-	500,152.00	1,212.01	-	-	1,707,497.33
8	Culture and Recreation	4,573,497.19	29,522,671.73	151,470.82	857,877.79	755,000.00	-	35,860,517.53
9	Community Development	448,706.27	-	-	-	-	-	448,706.27
10	Miscellaneous	-	-	-	-	-	-	-
11	Business-Type Activities:							
12	Airport	-	-	-	-	-	-	-
13	Nursing Home	-	-	-	-	-	-	-
14	Hospital	-	-	-	-	-	-	-
15	Electric Utility	-	-	-	-	-	-	-
16	Solid Waste	4,371,145.34	-	-	-	12,000.00	-	4,383,145.34
17	Transportation	-	-	-	-	-	-	-
18	Wastewater	9,195,143.97	3,761,081.64	-	307,694.00	280,000.00	-	13,543,919.61
19	Water	-	-	-	-	-	-	-
20	Other	-	-	-	-	-	-	-
21	Proprietary Function Funds							
22	Total Disbursements & Transfers (Ln 2 thru 21)	79,296,795.60	48,505,749.49	7,067,975.20	15,495,333.76	1,011,023.78	-	151,376,877.83

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

City or Village of Bellevue in Sarpy County

Line No.	2023-2024 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	8,515,782.56	2,618,003.25	402,260.63	15,426,558.32	10,614,020.59	(160,000.00)	37,416,625.35
3	Public Safety - Police	19,061,413.00	-	297,722.82	-	(5,182.84)	-	19,353,952.98
3a	Public Safety - Fire	13,626,117.18	-	670,693.52	-	-	-	14,296,810.70
4	Public Safety - Other	-	-	-	-	-	-	-
5	Public Works - Streets	11,461,841.20	2,974,241.27	819,122.00	1,004,046.72	-	-	16,259,251.19
6	Public Works - Other	4,582,048.04	11,748,713.83	242,247.66	-	(11,324,768.75)	-	5,248,240.78
7	Public Health and Social Services	1,052,888.71	-	-	-	-	-	1,052,888.71
8	Culture and Recreation	4,464,297.23	9,469,991.43	308,614.63	51,185.48	-	(755,000.00)	13,539,088.77
9	Community Development	382,482.55	168,272.25	-	47,541.00	-	-	598,295.80
10	Miscellaneous	-	-	-	-	-	-	-
11	Business-Type Activities:							
12	Airport	-	-	-	-	-	-	-
13	Nursing Home	-	-	-	-	-	-	-
14	Hospital	-	-	-	-	-	-	-
15	Electric Utility	-	-	-	-	-	-	-
16	Solid Waste	4,618,306.75	-	-	-	-	(12,000.00)	4,606,306.75
17	Transportation	-	-	-	-	-	-	-
18	Wastewater	8,659,064.82	1,171,169.95	705,322.52	304,410.00	238.50	(280,000.00)	10,560,205.79
19	Water	-	-	-	-	-	-	-
20	Other	-	-	-	-	-	-	-
21	Proprietary Function Funds							
22	Total Disbursements & Transfers (Ln 2 thru 21)	76,424,242.04	28,150,391.98	3,445,983.78	16,833,741.52	(715,692.50)	(1,207,000.00)	122,931,666.82

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME Mayor Rusty Hike
ADDRESS 1500 Wall Street
CITY & ZIP CODE Bellevue, NE 68005
TELEPHONE (402) 293-3000
WEBSITE bellevue.net

BOARD CHAIRPERSON

CLERK/TREASURER/SUPERINTENDENT/OTHER

PREPARER

NAME	<u>Rusty Hike</u>	<u>Rich Severson</u>	<u>Rich Severson</u>
TITLE /FIRM NAME	<u>Chairperson (Mayor)</u>	<u>Treasurer</u>	<u>Treasurer</u>
TELEPHONE	<u>(402) 293-3000</u>	<u>(402) 293-3088</u>	<u>(402) 293-3088</u>
EMAIL ADDRESS	<u>rusty.hike@bellevue.net</u>	<u>rich.severson@bellevue.net</u>	<u>rich.severson@bellevue.net</u>

For Questions on this form, who should we contact (please one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

City or Village of Bellevue
2025-2026 PROPERTY TAX REQUEST AUTHORITY COMPUTATION FORM

Calculation of Preliminary Property Tax Request Authority

Calculation of Preliminary Property Tax Request Authority		
2024-2025 Total Property Tax Request <i>(from prior year budget - Cover Page submitted to the State Auditor)</i>	(1)	<u>\$ 37,175,267.52</u>
Less: Prior Year Exceptions Utilized <i>(Will all be zero for 2025-2026 budget because first year of new cap)</i>		
Approved Bonds <i>(prior year line 16)</i>	(2)	<u>-</u>
Emergency Response <i>(prior year line 17)</i>	(3)	<u>-</u>
Public Safety Services <i>(prior year line 18)</i>	(4)	<u>-</u>
County Attorneys <i>(prior year line 19)</i>	(5)	<u>-</u>
County Public Defenders <i>(prior year line 20)</i>	(6)	<u>-</u>
Response to Public Safety Threat <i>(prior year line 21)</i>	(7)	<u>-</u>
Public Safety Interlocal Agreements <i>(prior year line 22)</i>	(8)	<u>-</u>
Voter Approved Increase <i>(prior year line 23)</i>	(9)	<u>-</u>
Unused authority used in the prior year <i>(prior year line 24)</i>	(10)	<u>-</u>
TOTAL Prior Year Exceptions Utilized (total line 2 thru 10)	(11)	<u>-</u>
Preliminary Property Tax Request Authority (line 1 - line 11)	(12)	<u>37,175,267.52</u>

Allowed Increases to Preliminary Property Tax Request Authority

2024 Property Taxes Levied (per Taxes Levied Reports from Department of Revenue) <i>See instructions below for where to find this amount</i>		<u>37,180,795.30</u>
		(13)
Growth Percentage per County Assessor		
<u>35,103,837.00</u> / <u>6,094,306,149.00</u> = <u>0.58%</u>		
2025 Growth Value 2024 Total Valuation	(14a)	<u>214,165.25</u>
<i>(Line 14 equals Line 13 minus line 2 & 3, multiplied by line 14a)</i>		Increase due to Growth (14)
Inflation Percentage		<u>5.17%</u>
<i>(Line 15 equals Line 13 minus line 2 & 3, multiplied by line 15a)</i>	(15a)	<u>1,922,247.12</u>
		Increase due to Inflation (15)

Allowable Exceptions Utilized (§ 13-3404)

2025-2026 Property Taxes Budgeted For:

Approved Bonds <i>(Cannot exceed property tax request for principal & interest on bonds on cover page (page 1))</i>	(16)	<u>-</u>
Response to a declared emergency in the prior year & certified to the Auditor <i>(Must agree to total on Schedule 2)</i>	(17)	<u>-</u>
Public Safety Services, as defined in §13-320 <i>(Must agree to total on Schedule 3)</i>	(18)	<u>600,000.00</u>
County Attorneys	(19)	<u>-</u>
County Public Defenders	(20)	<u>-</u>
Support of service relating to an imminent & significant threat to public safety that was not previously provided by the political subdivision & is the subject of an agreement or modification of an existing agreement executed after 8/21/2024	(21)	<u>-</u>
Support of an interlocal agreement relating to public safety	(22)	<u>-</u>
Voter approved increase pursuant to § 13-3405 <i>(MUST attach sample ballot language and certified election results)</i>	(23)	<u>-</u>
Prior Year's Unused Property Tax Request Authority used this year <i>(Cannot exceed amount on Supporting Schedule 1, line 1)</i>	(24)	<u>-</u>
Total Exceptions Utilized (Total lines 16 thru 24)	(25)	<u>600,000.00</u>
2025-2026 Total Property Tax Request Authority (Total lines 12, 14, 15, 25)	(26)	<u>39,911,679.89</u>
2025-2026 ACTUAL Property Tax Request (from Cover Page - Page 1)	(27)	<u>39,456,562.89</u>
Unused Property Tax Request Authority Created for Future Years (To Schedule 1, line 3) <i>(Line 26 - Line 27, MUST be greater than or equal to \$0.00)</i>	(28)	<u>455,117.00</u>

City or Village of Bellevue
2025-2026 PROPERTY TAX REQUEST AUTHORITY SUPPORTING SCHEDULES

Schedule 1 - Calculation of Unused Property Tax Request Authority Carryforward

	Line No.		
Converted 2024-2025 Unused Restricted Funds Authority <i>(See instructions below for how to determine this amount)</i>	(1)	\$	1,859,039.77
Less: Amount used this year <i>(from Computation Form, line 24) (cannot exceed line 1)</i>	(2)		-
Add: Unused Authority created this year <i>(from Computation Form, line 28)</i>	(3)		455,117.00
Total Unused Property Tax Request Authority available for future years <i>(cannot be less than \$0.00)</i>	(4)		2,314,156.77

Schedule 2 - DECLARED EMERGENCY EXCEPTION CERTIFICATION

If using a declared emergency response exception on the Property Tax Request Authority Computation Form, line 17, the following must be completed. Additionally, supporting documentation for the emergency declaration must be attached to the budget submission if the emergency was declared by the principal executive of the local government.

Description of Emergency (Column A)	Date of Emergency Declaration (Column B)	Emergency Declared by Who? (Column C)	Amount Used as Exception (Column D)
			\$ -
			-
			-
			-
			-
			-
Total Emergency Response Exception <i>(must agree to Computation Form, line 17)</i>			-

Schedule 3 - DESCRIPTION OF PUBLIC SAFETY SERVICES EXCEPTION

If using a public safety services exception on the Property Tax Request Authority Computation Form, line 18, the following must be completed:

Description of Public Safety Services Exception (Column A)	Amount Used as Exception (Column B)
Bellevue Police Department-crime prevention, offender detention and other emergency	\$ 600,000.00
Bellevue Fire Department-firefighter, medical, ambulance and other emergency services	-
	-
	-
	-
	-
	-
	-
	-
Total Public Safety Exception <i>(must agree to Computation Form, line 18)</i>	600,000.00

Municipality Levy Limit Form

City or Village of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		39,456,562.89
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	8,408,775.70	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)		8,408,775.70
Tax Request Subject to Levy Limit	(8)		31,047,787.19
Valuation	(9)		6,468,288,999
Municipality Levy Subject to Levy Authority	(10)		0.480000
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		0.480000 (A)
Levy Authority			
Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	4,262,648.00	0.050000
Total Municipality Levy Authority	(20)		0.500000 (B)
Voter Approved Levy Override	(21)		0.000000 (C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). **If an amount is entered on Line 21, a sample ballot and election results MUST be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted.** Please refer to the statutes to ensure all requirements are met.

2025-2026 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) 37,175,267.52
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{35,103,837.00}{2025 \text{ Real Growth Value per Assessor}} \div \frac{6,094,306,149.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = \underline{0.58} \% (3)$$

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 2.58 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) 959,121.90

TOTAL PROPERTY TAX REQUEST (Line 1 + Line 5) (6) 38,134,389.42
(Without needing to attend Joint Public Hearing, or be included on postcard notification)

ACTUAL PROPERTY TAX REQUEST

2025-2026 ACTUAL Total Property Tax Request (7) 39,456,562.89
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request exceeds allowable growth percentage. Political subdivision MUST complete the postcard notification requirements, and participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City or Village of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 16th day of September 2025, at 6 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2023-2024 Actual Disbursements & Transfers	\$ 122,931,666.82
2024-2025 Actual/Estimated Disbursements & Transfers	\$ 151,376,877.83
2025-2026 Proposed Budget of Disbursements & Transfers	\$ 197,094,581.00
2025-2026 Necessary Cash Reserve	\$ 45,632,077.25
2025-2026 Total Resources Available	\$ 242,726,658.25
Total 2025-2026 Personal & Real Property Tax Requirement	\$ 39,456,562.89
Unused Budget Authority Created For Next Year	\$ 2,314,156.77

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 31,047,787.19
Personal and Real Property Tax Required for Bonds	\$ 8,408,775.70

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 16 day of September 2025, at 6 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2024	2025	Change
Operating Budget	198,504,004.54	197,094,581.00	-1%
Property Tax Request	\$ 37,175,267.52	\$ 39,456,562.89	6%
Valuation	6,094,306,149	6,468,288,999	6%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.574731		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City or Village of Bellevue passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City or Village of Bellevue resolves that:

1. The 2025-2026 property tax request be set at:

General Fund: \$ 31,047,787.19

Bond Fund: \$ 8,408,775.70

2. The total assessed value of property differs from last year's total assessed value by 6.14 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.574731 per \$100 of assessed value.

4. The City or Village of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.61 per \$100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City or Village of Bellevue will increase (or decrease) last year's budget by -0.71 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2025.

Motion by _____, seconded by _____ to adopt Resolution # _____.

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2025

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025

City or Village of Bellevue

Sarpy County

SUBDIVISION NAME	COUNTY	
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)
City of Bellevue, Sarpy County IT	10/1/2025 - 09/30/2028	Interlocal cooperation agreement with Sarpy County for IT services.
City of Bellevue, Papio Missouri Natural Resource	07/01/2024 - 06/30/2029	South Sarpy Watershed - Papio Missouri River Natural Resource District
City of Bellevue, Gretna, La Vista, Omaha, Ralston,	07/01/2024 - 06/30/2029	Papillion Creek Watershed Partnership for implementing common standards for development of cost sharing of the watershed of papillion creek.
City of Bellevue and Easter Sarpy Suburban Fire	07/05/2023 - 07/05/2025	To provide fire and rescue services
City of Bellevue and Papio Missouri NRD	TBD	An agreement for bank stabilization of Quail Creek and to provide rehabilitation to the stream
City of Bellevue, Sarpy County, Nebraska Humane	01/01/2024 - 12/31/2026	Animal control agreement with NHS
Omaha Public Power District	NA	Street lighting & Electricity
Papio-Missouri NRD	Ongoing	Papio Creek watershed Interlocal partnership
Papio-Missouri NRD	Ongoing	South Sarpy watershed interlocal partnership
Douglas County	12/1/2024 - 11/30/2029	Forensic Services
Bellevue, Gretna, Papillion, LaVista, Springfield,	7/1/2021-06/30/2025	Geographic Information System (GIS)
Subtotal above	4,262,648.00	
Subtotal from Page2		
Total	4,262,648.00	

RESOLUTION NO. 2025-22

12a.1
9/16/2025

WHEREAS, Nebraska Revised Statutes Section 77-1632 and 77-1633 provide that the Governing Body of the City of Bellevue pass, by a majority vote, a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City of Bellevue that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW THEREFORE, the Governing Body of the City of Bellevue, Nebraska, by a majority vote, resolves that:

1. The 2025-2026 property tax request be set at:

General Fund	\$31,047,787.19
<u>Bond Fund</u>	<u>\$ 8,408,775.70</u>
Total Property Tax Request	\$39,456,562.89
2. The total assessed value of property differs from last year's total assessed value by 6.14 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.574731 per \$100 of assessed value.
4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.610000 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will decrease from last year's budget by -0.71 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2025.

Motion by _____, seconded by _____ to adopt Resolution #2025-22.

Voting yes were:

Voting no were:

PASSED AND APPROVED this ____ day of September, 2025.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 2, 2025		SUBMITTED BY: Finance	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

An ordinance authorizing the issuance of general obligation bonds, not to exceed \$35,000,000, to provide financing for improvements in certain improvements districts.

SYNOPSIS/BACKGROUND:

The City contemplates several capital projects for the next fiscal year, 2025-2026. These projects include the construction of certain improvements to streets, alleys, sidewalks, public ways, or other public spaces that are budgeted to cost approximately \$34,550,500. The Council shall create one or more improvement districts by one or more separate ordinances corresponding to the above-mentioned improvements and, upon passage of those ordinances, the City shall be authorized to issue general obligation bonds.

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 to authorize issuance of general obligation bonds, not to exceed \$35,000,000.00, for certain improvement districts in and for the City of Bellevue. No other action necessary.

ATTACHMENTS:

1. <input type="text" value="Ordinance 4195"/>	2. <input type="text" value="Exhibit 1"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4195

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000 TO PROVIDE FINANCING FOR THE COSTS OF IMPROVEMENTS IN CERTAIN IMPROVEMENT DISTRICTS IN AND FOR THE CITY; PRESCRIBING CERTAIN TERMS AND FORM OF SUCH BONDS AND PROVIDING FOR THE SETTING OF CERTAIN TERMS AND FORM OF SUCH BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The Council has plans for, and has included in its capital improvement budget for the fiscal year 2025-26 the cost of, the construction of certain improvements to streets, alleys, sidewalks, public ways, or other public spaces as described in Section 16-617, R.R.S. Neb., as amended, which improvements may include, but not be limited to, paving, repaving, graveling, grading, curbing, guttering, and the construction and replacement of pedestrian walks, plazas, malls, landscaping, lighting systems, and permanent facilities (such improvements herein referred to as the “**Budgeted Improvements**”). The budgeted cost of the Budgeted Improvements is approximately \$34,550,500.

(b) The Council shall create one or more improvement districts by one or more separate ordinances (the “**District Ordinances**”) pursuant to Section 16-617, R.R.S. Neb., as amended, (collectively upon formation such districts shall be the “**Districts**” referenced in this Ordinance) for all or a portion of the improvements referenced in subparagraph (a) above (such portion of the improvements herein referred to as the “**Projects**”), and the Projects in the Districts shall be funded at public cost with no levy of special assessments against the properties included in each such District.

(c) The costs of the Projects in the Districts is hereby declared and determined to be of general benefit to the City, and passage and approval of the District Ordinances shall be further evidence of such determination, and such costs, together with legal, fiscal, financing and miscellaneous expenses, shall be funded in whole or in part through the issuance of improvement bonds pursuant to Section 16-623, R.R.S. Neb., as amended,

(d) Upon passage and approval of the District Ordinances by the Council, all conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation bonds of the City in the amount of not to exceed \$35,000,000 pursuant Section 16-623, R.R.S. Neb., as amended, for the purpose of paying the costs of the Projects and related expenses heretofore described, shall exist and shall have been done in due form and time as required by law.

Section 2. (a) To provide funds for the purpose of paying the costs or reimbursing the City for the costs of the Projects as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the general obligation bonds of the City in one or more series, in the aggregate stated principal amount of not to exceed \$35,000,000 (the “**Bonds**”); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount, and in no event shall the Bonds be issued in an

amount which exceeds the expected costs of the Projects to be funded from proceeds of the Bonds. The Bonds may be issued in one or more series, may be issued from time to time, and each series shall consist of fully registered bonds without coupons, numbered from R-1 upward, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in Section 5. The Bonds shall be dated the date of delivery thereof (the “Date of Original Issue”), shall be due and payable serially on the dates and in the amounts, and shall bear interest at the rates per annum all as provided in the Designation (described herein).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with an underwriting firm identified in the Designation (described below), as initial purchaser (the “Underwriter”). In connection with such sale, the Mayor, City Administrator and City Finance Director (each, an “Authorized Officer”) are each hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “Designation”) the following matters for each series of Bonds: (i) the identity of the Underwriter, the aggregate purchase price of the Bonds, and the underwriting discount or fee which shall not exceed 0.9% of the aggregate stated principal amount of the Bonds; (ii) the form and contents of any bond purchase agreement in connection with such sale; (iii) the title, dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), , and the final maturity date, which shall not be later than the twentieth (20th) anniversary of the date of original issue of each series of Bonds; (iv) the principal amounts maturing in each year; (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 5.50%; (vi) the principal payment dates and interest payment dates of the Bonds; (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption; (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds; (ix) the designation of the Registrar and the form and content of any agreement between the City and such entity; (x) whether a Bond Insurance Policy will be obtained for a series of Bonds, the identity of the Bond Insurer, and the terms required for any such Bond Insurance Policy pursuant to Section 17 of this Ordinance; and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be subject to redemption at the option of the City prior to the stated maturities thereof at any time on or after the fifth anniversary of the Date of the Original Issue (or on such other date as determined in the Designation), as a whole, or in part from time to time in such principal amount and from such maturity or maturities as the City, in its sole and absolute discretion shall determine, and in the event that less than all of the Bonds of any maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot, at a redemption price of the amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

The Bonds shall be redeemed in whole multiples of \$5,000 and if any Bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Ordinance.

Notice of redemption of Bonds stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption to the registered owners at their most recent addresses appearing upon the books of registry, but failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the holder of any Bond, whether registered or not, who has waived

notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The City shall give written notice to the Registrar of its election to redeem Bonds at least forty-five days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the City with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as provided on or before the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption, and shall continue to be protected by this Ordinance and entitled to the benefits and security hereof.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually as determined in the Designation (each of such dates an **“Interest Payment Date”**) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the **“Record Date”**) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the Registrar is located, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

Section 5. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF BELLEVUE
GENERAL OBLIGATION BOND, SERIES 20 ____**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20 ____	_____, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF BELLEVUE, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20 ____ (each of such dates an "Interest Payment Date") until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, _____ (the "Registrar"), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner's address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding the date on which interest on this bond is payable (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then

unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of _____ Thousand Dollars (\$ _____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of providing financing for improvements in the City's Improvement District Nos. _____, _____, _____, and _____, pursuant to Section 16-623s, Reissue Revised Statutes of Nebraska, as amended, and paying the costs of issuance of the series of bonds of which this bond is one. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance Nos. _____, _____, and _____ of the City (together, the "Ordinance") duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Bellevue, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the City, including this bond, does not exceed any statutory limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest on said bonds as the same becomes due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

Section 6. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of Section 3(d) of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. An Authorized Officer, or one or more of them, shall designate the Bond Registrar and Paying Agent (the "**Registrar**") for the Bonds in the Designation. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon

any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Registrar shall not be required to transfer Bonds for a period of 16 days next preceding any interest or principal payment date or to transfer any Bonds for a period of 30 days next preceding any date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved.

Section 9. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 10. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to Underwriter.

Section 11. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby

authorizes the Authorized Officers to covenant and agree to take all actions necessary under the Code to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Bonds.

Section 12. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 13. The proceeds of the Bonds shall be deposited with the City and applied to pay the costs of the improvements in the District as described in Section 1 hereof, and issuance expenses for the Bonds. Pending such application the City Treasurer may hold such proceeds.

Section 14. The City's obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as "**Government Obligations**"), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 15. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Mayor, City Administrator, City Finance Director, City Clerk, City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including, without limitation, and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor, City Administrator and City Finance Director the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper,

appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 16. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 17. The Authorized Officers are authorized to obtain an insurance policy (the "**Bond Insurance Policy**") issued by a provider of bond insurance determined appropriate by an Authorized Officer (the "**Bond Insurer**") guaranteeing the scheduled payment of the principal of and interest on the Bonds covered by the Bond Insurance Policy, and take any and all actions necessary or appropriate in connection with obtaining such Bond Insurance Policy. Notwithstanding any other provision of this Ordinance to the contrary, the provisions agreed to by an Authorized Officer with respect to the Bond Insurance Policy with the Bond Insurer shall govern with respect to the applicable Bonds.

Section 18. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 19. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 20. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 21. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED: _____, 2025.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

City of Bellevue
Exhibit 1 - Capital Expenditure Funding
2025-26 Budget

<u>Dept.</u>	<u>Account</u>	<u>CIP Ref #</u>	<u>Description</u>	<u>Amount</u> <u>Bondable /</u> <u>Loanable</u>
10 - Public Works	7050 Project Engineering	PW 25(5)	PW 25(5) Entertainment District Engineering	\$ 500,000
10 - Public Works	7020 Right of Way Improvements	PW 25(6)	PW 25(6) Entertainment District Construction	\$ 5,500,000
10 - Public Works	7050 Project Engineering	PW 25(8)	PW 25(8) PW 26 (7) Highway 75/34 Interchange (Engineering)	\$ 300,000
10 - Public Works	7010 Street Improvements	PW 25(9)	PW 25(9) PW 26 (8) Highway 75/34 Interchange (Construction) Year One	\$ 2,500,000
10 - Public Works	7010 Street Improvements	PW 25(13)	ED 26 (2) Entertainment District Improvements-Covered Walkways	\$ 10,000,000
11 - Parks	7040 Park Improvement	PK25(1)	PK (1) Bike/Trail Renovations, Everett Park	\$ 600,000
11 - Parks	7040 Park Improvement	PK25(2)	PK (2) Bike/Trail Renovations, Hasting Banner Park	\$ 425,000
11 - Parks	7040 Park Improvement	PK25(4)	PK (4) Playground and Shelter, Twin Ridge Park	\$ 180,500
11 - Parks	7040 Park Improvement	PK25(5)	PK (5) Playground and Shelter, Willow Springs Park	\$ 250,000
15 - Streets	7010 Street Improvements	ST 25(1)	ST 25(1) Major Street Resurfacing	\$ 400,000
15 - Streets	7010 Street Improvements	ST 25(2)	ST 25(2) 2025 Concrete Projects	\$ 3,505,000
15 - Streets	7010 Street Improvements	ST 25(3)	ST 25(3) 2025 Overlay Projects	\$ 200,000
15 - Streets	7010 Street Improvements	ST 25(4)	ST 25(4) 2025 Reconstruction Projects	\$ 3,775,000
15 - Streets	7010 Street Improvements	ST 25(5)	ST 25(5) South 36th Street	\$ -
15 - Streets	7010 Street Improvements	ST 25(6)	ST 25(6) Bridge Repairs	\$ 160,000
15 - Streets	7010 Street Improvements	ST 25(7)	ST 25(7) Drainage Improvements	\$ 5,465,000
15 - Streets	7010 Street Improvements	ST 25(8)	ST 25(8) Signal Improvements	\$ 790,000
			Total for Improvement Districts:	\$ 34,550,500

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 2, 2025		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries (for Parcel #010609490). Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The city's extra-territorial jurisdiction (ETJ) currently splits Parcel #010609490; the northern portion is in Bellevue's ETJ while the remainder lies in Sarpy County. The property owner desires to subdivide this parcel; therefore, it is important to have the entirety of the property within the city's ETJ in order to facilitate this request. Staff has been in communication with the Sarpy County Planning Department on this matter. The city's ETJ was last amended in 2017 for a similar request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

1. Staff Memo	2. Ordinance No. 4196	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: _____



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 27, 2025
RE: Amendment to ETJ Boundary

The city's extra-territorial jurisdiction (ETJ) currently splits Parcel 010609490, also known as Tax Lots 10B and 12C (27-13-13). The northern portion is in Bellevue's ETJ while the remainder of the property lies in Sarpy County. Please refer to the attached maps.

The property owner desires to subdivide the 16-acre parcel into two separate acreages. To do this, the entirety of the parcel needs to be within Bellevue's ETJ. The city's ETJ was last amended in 2017 for a similar request.

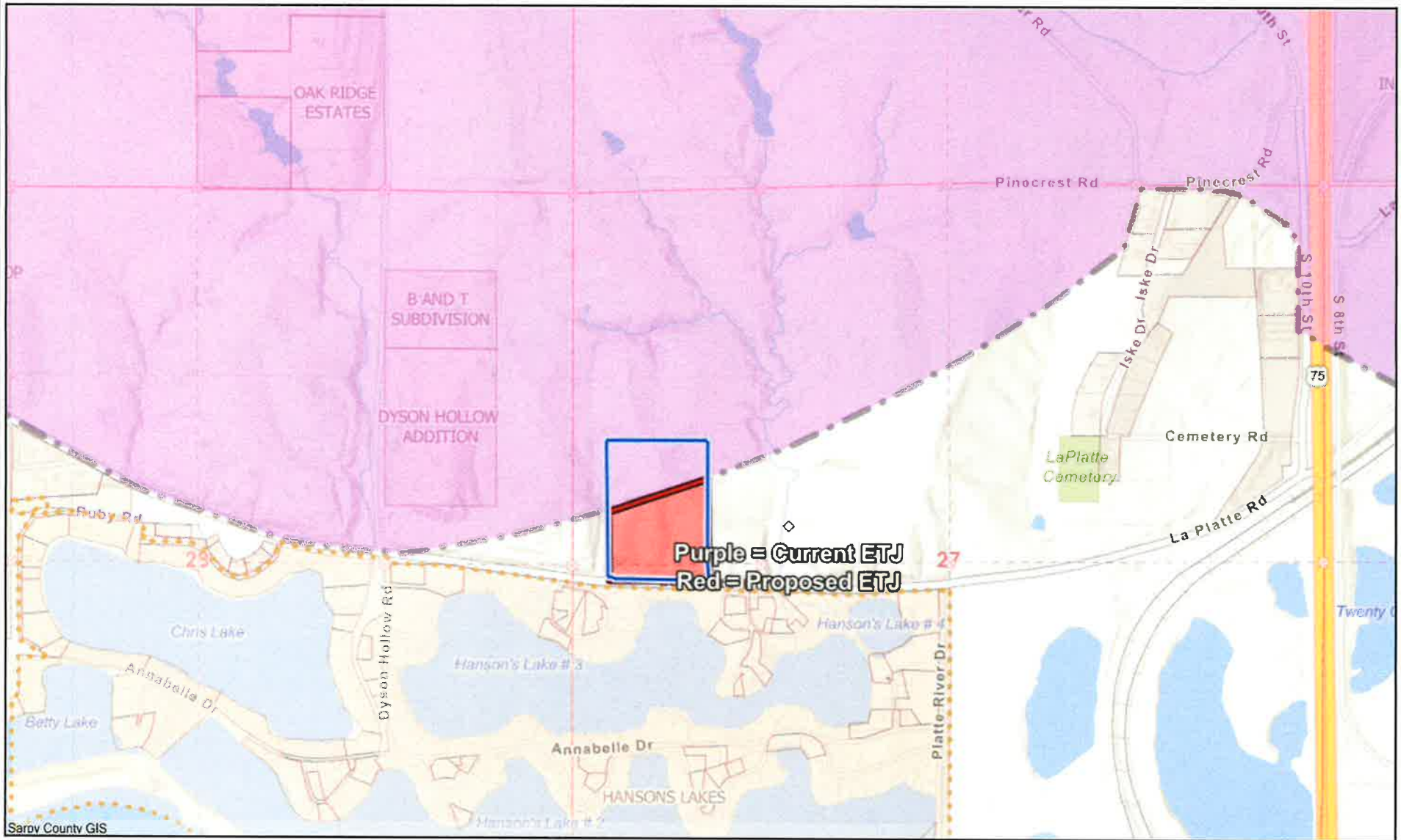
Staff has been working with the Sarpy County Planning Department on this matter. If this ordinance is approved by the Council, the next step would be for the Sarpy County Board to pass a resolution to cede jurisdiction to the city.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of this request.



ETJ MAP

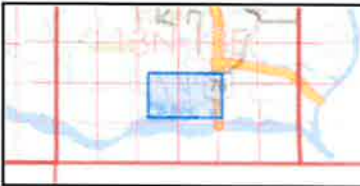


Sarpy County GIS



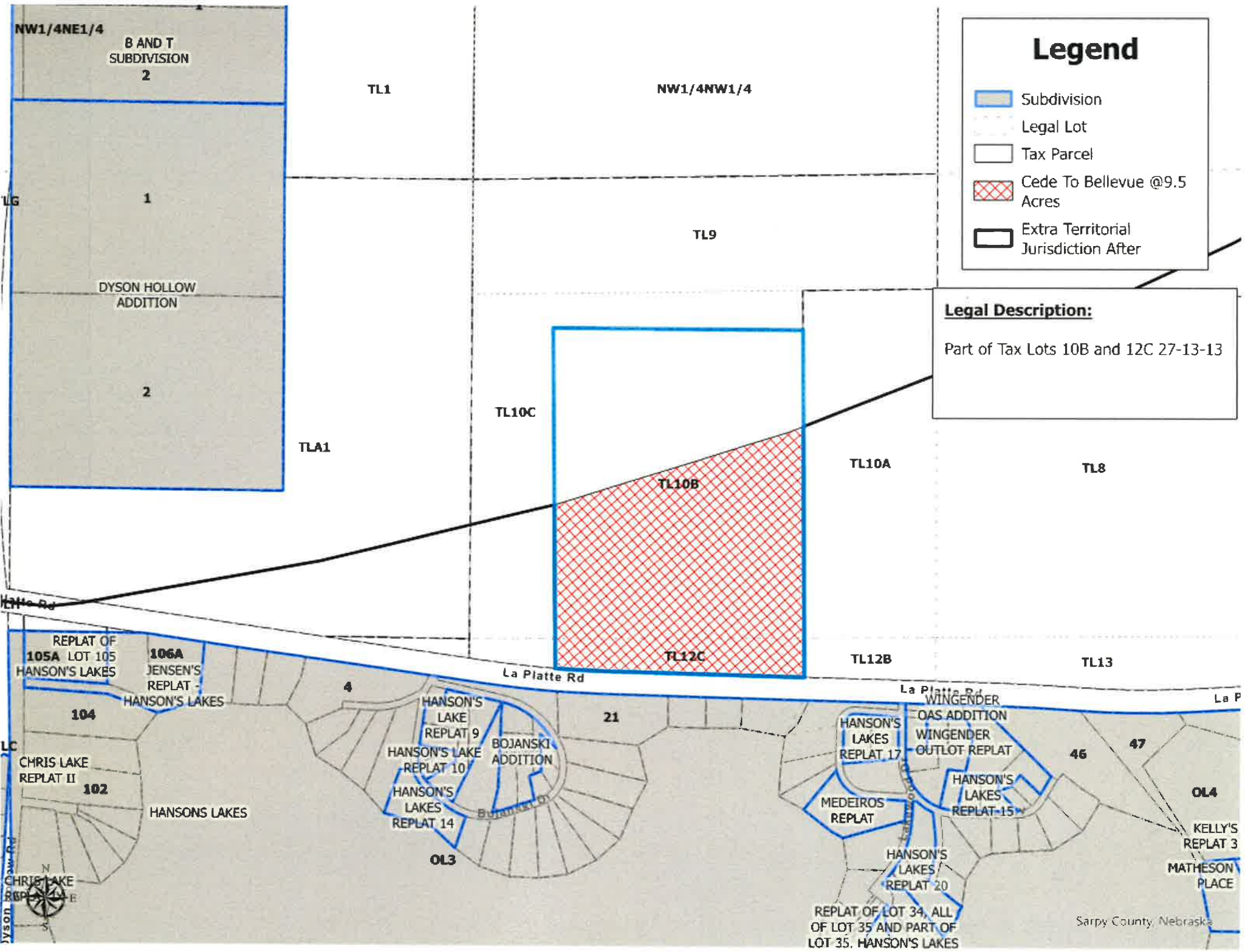
Map Scale 1: 15000

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





Legend

- Subdivision
- Legal Lot
- Tax Parcel
- Cede To Bellevue @9.5 Acres
- Extra Territorial Jurisdiction After

Legal Description:
 Part of Tax Lots 10B and 12C 27-13-13

NW1/4NE1/4
 8 AND T
 SUBDIVISION
 2

1

DYSON HOLLOW
 ADDITION

2

TL1

NW1/4NW1/4

TL9

TL10C

TL10B

TL10A

TL8

TLA1

La Platte Rd

La Platte Rd

La P

REPLAT OF 105A LOT 105 HANSON'S LAKES

106A JENSEN'S REPLAT

104 HANSON'S LAKES

102 CHRIS LAKE REPLAT II

HANSON'S LAKES

OL3

HANSON'S LAKE REPLAT 9

HANSON'S LAKE REPLAT 10

HANSON'S LAKES REPLAT 14

BOJANSKI ADDITION

21

HANSON'S LAKES REPLAT 17

MEDEIROS REPLAT

HANSON'S LAKES REPLAT 20

REPLAT OF LOT 34, ALL OF LOT 35 AND PART OF LOT 35. HANSON'S LAKES

WINGENDER OASIS ADDITION

WINGENDER OUTLOT REPLAT

HANSON'S LAKES REPLAT-15

46

47

OL4

KELLY'S REPLAT 3

MATHESON PLACE

Sarpy County, Nebraska

ORDINANCE NO. 4196

AN ORDINANCE TO AMEND SECTION 26-40 OF ARTICLE III OF CHAPTER 26 OF THE BELLEVUE CITY CODE RELATING TO BOUNDARIES OF THE OFFICIAL ZONING JURISDICTION MAP FOR LANDS LYING INSIDE THE CITY LIMITS OF BELLEVUE AND LANDS LYING OUTSIDE THE CITY LIMITS BUT WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION; TO ADOPT A MAP ESTABLISHING JURISDICTIONAL BOUNDARIES; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. That Section 26-40 of Article III of Chapter 26 of the Bellevue City Code is hereby amended to read as follows:

(a) Whenever used in this Code, the term "Official Zoning Jurisdiction Maps" shall mean the map attached to this Ordinance as Exhibit A and dated October 23, 2025, as such Maps are amended by ordinance from time to time. To the extent required by law, the Official Zoning Jurisdiction Maps are by this reference made a part of this Section 26-40. The Official Zoning Maps shall be maintained by the planning department and shall be considered the official map for purposes of sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska, and for purposes of enforcement of the Code, including the City zoning ordinance and the subdivision regulations.

(b) The Official Zoning Jurisdiction Maps shall separately identify the corporate limits of the City and those areas that lie outside the corporate limits of the city that have been designated by the city for purposes of implementing sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska and contemplated by section 26-38(ii) of this Code.

(c) The Official Zoning Jurisdiction Maps shall be amended as necessary, or appropriate, whenever the city shall modify its corporate limits. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

(d) The location, size, shape, and boundaries of the zones to which the provisions of section 26-38 and section 26-39 of this Code are applicable shall be indicated on the Official Zoning Jurisdiction Maps. Any amendment to a zoning classification on the Official Zoning Jurisdiction Map shall include the legal description of the land involved, including appropriate adjacent public right-of-way on public property. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

Section 2. That Section 26-40 of the Bellevue City Code as heretofore existing is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval and publication according to law.

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

ATTEST:

Mayor

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____



APPROVED AS TO FORM:

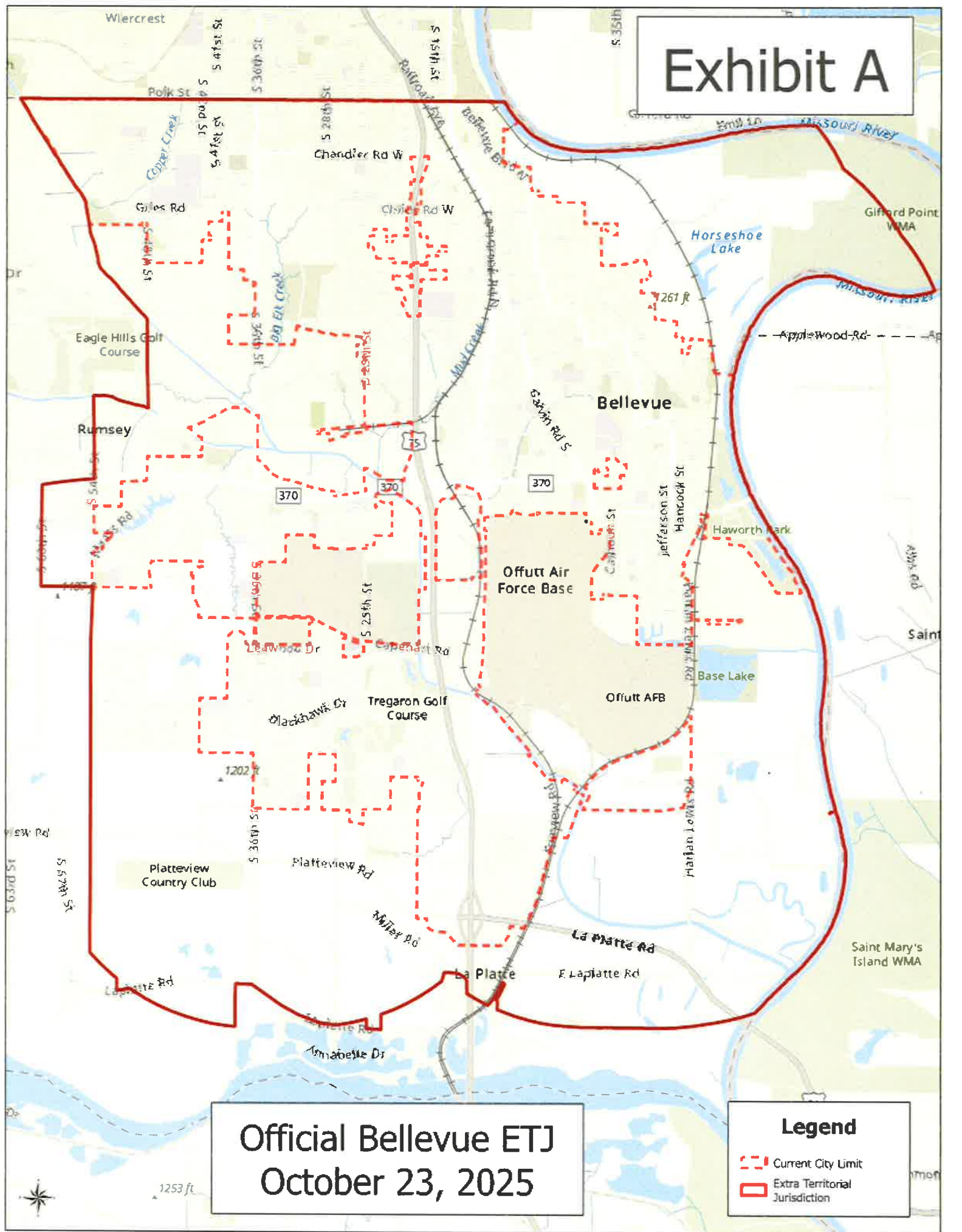
City Attorney

Exhibit A

Official Bellevue ETJ
October 23, 2025

Legend

-  Current City Limit
-  Extra Territorial Jurisdiction



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
9/16/2025

COUNCIL MEETING DATE: September 16, 2025		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 through 3, Michalek Estates, from AG to AG, RA, and RE, for the purpose of lot line adjustments; small subdivision plat Lots 1 through 3, Michalek Estates; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three to one. Applicant: Mark Michalek. General location: 12009 S, 25th Street.

SYNOPSIS/BACKGROUND:

Mark Michalek is requesting approval of a rezoning and small subdivision plat for Lots 1 through 3, Michalek Estates, for the purpose of lot line adjustments. This property consists of three tax lots. Two of the three existing tax lots have nonconforming AG zoning designations. This platting and rezoning will bring the properties into conformance. Lot 1 will consist of approximately 29 acres and have an AG zoning, Lot 2 is 5.03 acres with an RA zoning, and Lot 3 is 1.35 acres with an RE zoning. All lots meet the minimum requirements for their perspective zoning districts. The small subdivision plat and rezoning do not impact the existing land use or change what can be built on the properties.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:


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

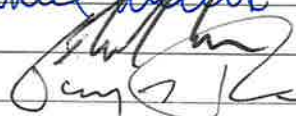
ATTACHMENTS:


1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue
CASE #'s: Z-2507-08 and S-2507-15
CITY COUNCIL HEARING DATE: October 07, 2025

REQUEST: to rezone Lots 1 through 3, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest 1/4 of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to AG, RA, and RE for the purpose of lot line adjustments; small subdivision plat Lots 1 through 3, Michalek Estates; and waiver of Section 6-7 (7) regarding excessive depth in relation to width of lots over three to one.

On August 29, 2025, the City of Bellevue Planning Commission voted six yes, zero no, three absent, and zero abstained:

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood and conformance with the Zoning Ordinance.

VOTE:

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

Planning Commission Hearing was held on: August 29, 2025

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2507-08
S-2507-15

FOR HEARING OF:
REPORT #1: August 28, 2025
REPORT #2: October 7, 2025

I. GENERAL INFORMATION

A. APPLICANT:

Mark Michalek
12009 S. 25th Street
Bellevue, NE 68123

B. PROPERTY OWNERS:

Mark and Janice Michalek
12009 S. 25th Street
Bellevue, NE 68123

C. GENERAL LOCATION:

12009 S 25th Street

D. LEGAL DESCRIPTION:

Lots 1 through 3, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 3, Michalek Estates, from AG to AG, RA, and RE, for the purpose of lot line adjustments.
2. Small Subdivision Plat Lots 1 through 3, Michalek Estates.

3. Waiver of Section 6-7 (7) regarding excessive depth in relation to width of lots over three to one.

F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential and Agricultural

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for the purpose of adjusting lot lines and bringing the properties into zoning conformance.

H. SIZE OF SITE:

The entire site is 35 acres, with the proposed lots as follows: Lot 1 – 28.87 acres, Lot 2 – 5.03 acres, and Lot 3 – 1.35 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Tax Lots 3B1 and 3B2 are presently developed with single family residences. Tax Lot 3B3A is developed with a single family residence, a mobile home, and several agricultural outbuildings.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential/Agricultural, AG
- 2. **East:** Papio Creek/Floodway
- 3. **South:** USAF Property/Willow Springs Golf Course
- 4. **West:** USAF Property (across 25th Street)

C. REVELANT CASE HISTORY:

1. On August 28, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 3, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to AG, RA, and RE for the purpose of lot line adjustments; and small subdivision plat Lots 1 through 3, Michalek Estates; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three to one.

D. APPLICABLE REGULATIONS:

- 1. Section 5.05, Zoning Ordinance, regarding AG uses and requirements.

2. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
3. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
4. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
5. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
6. Chapter 8, Subdivision Regulations, regarding Hardship and Waivers.

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. There is no MAPA traffic data information available for this area.
2. The properties presently have access from private driveways off South 25th Street.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Mark Michalek is requesting approval of a rezoning and small subdivision plat for Lots 1 through 3, Michalek Estates, for the purpose of lot line adjustments.
2. This property consists of three tax lots. Two of the three existing tax lots have nonconforming AG zoning designations. This platting and rezoning will bring the properties into conformance.

Lot 1 will consist of approximately 29 acres and have an AG zoning, while Lot 2 is 5.03 acres with an RA zoning, and Lot 3 is 1.35 acres with an RE zoning.

The minimum lot size in the AG district is 20 acres. The minimum lot size in RA is 5 acres, while the minimum lot size is 1 acre in the RE district. All lots meet the minimum requirements for their perspective zoning districts.

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

Matt Knight, Public Works Engineer, and Mike Sharp, Sarpy County Public Works, had minor technical comments regarding the small subdivision plat. The surveyor has made the requested revisions.

4. The applicant is also requesting a waiver of Section 6-7 (7), Subdivision Regulations, regarding lot standards for excessive depth in relation to width of lots over three (3) to one (1). This request pertains to proposed Lot 1, Michalek Estates. The existing configuration of the property already exists; therefore, staff has no objections to the requested waiver.

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

The Comprehensive Plan does not preclude a change of zone in this location. Staff believes mixed use for this property is an appropriate long-term plan; however, the proposed zoning will allow for the existing single family residences to remain until such time as mixed development occurs.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood and conformance with the Zoning Ordinance.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood and conformance with the Zoning Ordinance.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2024 GIS aerial photo of the property
3. Small Subdivision Plat received August 19, 2025
4. As Built Plot Plan received July 24, 2025
5. Letter from the applicant received July 25, 2025
6. Waiver request received August 12, 2025

VII. COPIES OF REPORT TO:

1. Applicant
2. Doug Hill
3. Public Upon Request


Assistant Planning Manager


Planning Director Date of Report



Sarpy County, Nebraska | Sarpy County GIS



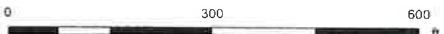
Map Scale 1: 2862



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



Map Scale 1: 2862

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

NORTHWEST CORNER
SEC. 3, T13N, R13E
SARPY COUNTY
NEBRASKA

FOUND 1" PINCH TOP PIPE
41.34' SE CHISELED "X" IN CURB
41.72' SW CHISELED "X" IN CURB
37.45' NW "X" NAILS IN POWER POLE
31.10' NE "X" IN TOP CENTER
GRATE CONC. PIPE

RIGHT-OF-WAY EASEMENTS
MISC BOOK 118 PAGE 21
MISC BOOK 135 PAGE 259

NOTE
THERE SHALL BE NO
DIRECT VEHICULAR ACCESS
TO SOUTH 25TH STREET
FROM LOTS 1 AND 3. ALL
ACCESS SHALL BE FROM
3000' PERMANENT DRIVE
EASEMENT.

WEST 1/4 CORNER
SEC. 3, T13N, R13E
SARPY COUNTY
NEBRASKA

FOUND SARPY COUNTY BRASS
CAP IN ASPHALT
2.5' E TO CENTERLINE 25TH STREET
130.55' SE CORNER CHAIN LINK FENCE
36.74' W NAIL IN POWER POLE
75.01' NW CENTER OF NORTH GUY ANCHOR

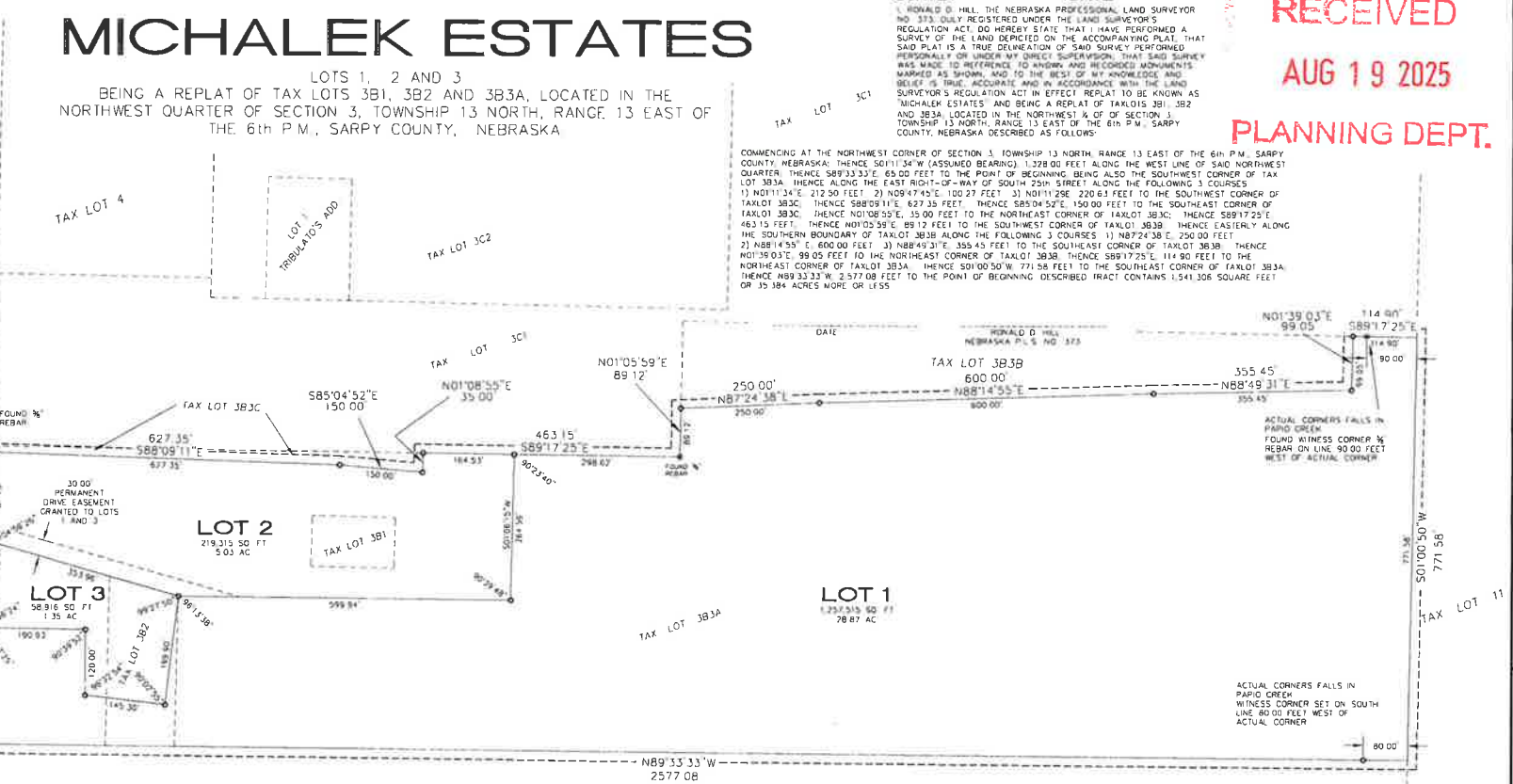
MICHALEK ESTATES

LOTS 1, 2 AND 3
BEING A REPLAT OF TAX LOTS 3B1, 3B2 AND 3B3A, LOCATED IN THE
NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF
THE 6th P.M., SARPY COUNTY, NEBRASKA

SOUTH 25th STREET

2500.00'
501'11.34" W
(ASSUMED BEARING)

212.50'
N01°11.34'E



APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF "MICHALEK ESTATES" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____, 2025.

APPROVAL OF BELLEVUE CITY COUNCIL
THIS PLAT OF "MICHALEK ESTATES" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2025. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

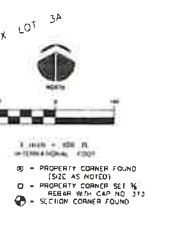
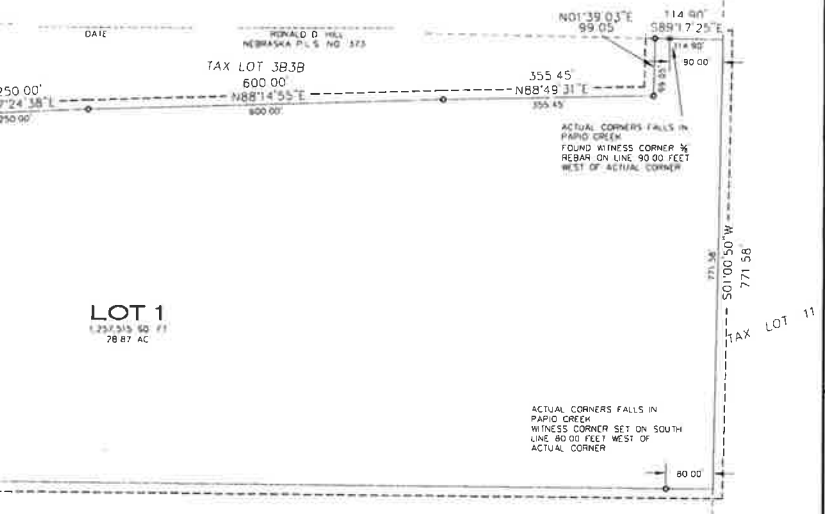
REVIEW OF SARPY PUBLIC WORKS
THIS PLAT OF "MICHALEK ESTATES" WAS REVIEWED BY THE SARPY COUNTY PUBLIC WORKS DEPARTMENT THIS _____ DAY OF _____, 2025.

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT THERE ARE NO TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE OR EMBRACED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT THERE ARE NO TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE OR EMBRACED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

SURVEYOR'S CERTIFICATE
I, RONALD D. HILL, THE NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 513, DULY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DESCRIBED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE IN REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, ACCURATE AND IN ACCORDANCE WITH THE SURVEYORS REGULATION ACT IN EFFECT. REPLAT TO BE KNOWN AS "MICHALEK ESTATES" AND BEING A REPLAT OF TAX LOTS 3B1, 3B2 AND 3B3A, LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA; THENCE S01°11.34' W (ASSUMED BEARING), 1,328.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE S89°33.33' E, 65.00 FEET TO THE POINT OF BEGINNING, BEING ALSO THE SOUTHWEST CORNER OF TAX LOT 3B3A, THENCE ALONG THE EAST RIGHT-OF-WAY OF SOUTH 25TH STREET, ALONG THE FOLLOWING 3 COURSES: 1) N01°11.34' E, 212.50 FEET; 2) N09°47'45" E, 100.27 FEET; 3) N01°11.29' E, 220.63 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3C, THENCE S89°09'11" E, 627.35 FEET, THENCE S85°04'52" E, 150.00 FEET TO THE SOUTHEAST CORNER OF TAXLOT 3B3C, THENCE N01°08'55" E, 35.00 FEET TO THE NORTHEAST CORNER OF TAXLOT 3B3C, THENCE S89°17'25" E, 463.15 FEET, THENCE N01°05'59" E, 89.12 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3B, THENCE EASTERLY ALONG THE SOUTHERN BOUNDARY OF TAXLOT 3B3B ALONG THE FOLLOWING 3 COURSES: 1) N87°24'38" E, 250.00 FEET; 2) N88°14'55" E, 600.00 FEET; 3) N88°49'31" E, 355.45 FEET TO THE SOUTHEAST CORNER OF TAXLOT 3B3B, THENCE N01°39'03" E, 99.05 FEET TO THE NORTHEAST CORNER OF TAXLOT 3B3B, THENCE S89°17'25" E, 114.90 FEET TO THE NORTHEAST CORNER OF TAXLOT 3B3A, THENCE S01°00'50" W, 771.58 FEET TO THE SOUTHEAST CORNER OF TAXLOT 3B3A, THENCE N89°33'33" W, 2,577.08 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 1,541,306 SQUARE FEET OR 35.384 ACRES MORE OR LESS.



DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WE, MARK A MICHALEK AND JANICE A MICHALEK, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "MICHALEK ESTATES", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES, FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS, OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON OVER THROUGH UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE STRIP MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN ADJACENT LAND IS SURVEYED, PLATED, AND RECORDED, NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT, THEN, OR LATER INTERFERE WITH THE FORESAID USES OF RIGHTS HEREIN GRANTED. WE DO ALSO DEDICATE THE EASEMENTS AS SHOWN HEREON, IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THIS _____ DAY OF _____, 2025.

ACKNOWLEDGMENT OF NOTARY
STATE OF NEBRASKA }
COUNTY OF SARPY }
ON THIS _____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN SAID COUNTY AND STATE, PERSONALLY APPEARED MARK A MICHALEK AND JANICE A MICHALEK, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT, AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.
DATE _____ NOTARY PUBLIC _____

RECEIVED
AUG 19 2025
PLANNING DEPT.

BUREAU: ECH/JBH
DRAWN: RCH
DATE: 07/20/2025
08/06/2025
08/19/2025

MICHALEK ESTATES
SMALL SUBDIVISION-CITY OF BELLEVUE
SARPY COUNTY, NEBRASKA

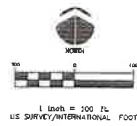
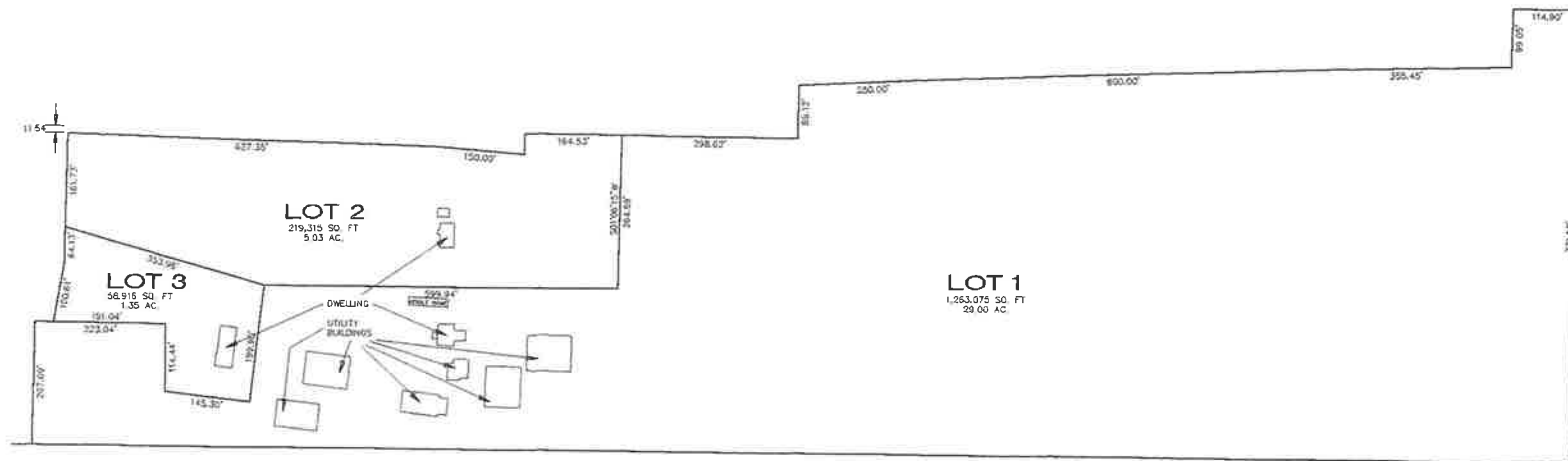
HILL-FARELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE 68005 (402) 291-6100

FFA
PROJECT NO. 3828/MICHALEK ESTATES

MICHALEK ESTATES

LOTS 1, 2 AND 3
BEING A REPLAT OF TAX LOTS 3B1, 3B2 AND 3B3A, LOCATED IN THE
NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF
THE 6th P.M., SARPY COUNTY, NEBRASKA.

STRUCTURES ON PROPERTY AS BUILT



SURVEY TECH/UCH
DRAWN: RCH
DATE: 07/20/2025

MICHALEK ESTATES
SMALL SUBDIVISION
CITY OF BELLEVUE
SARPY COUNTY, NEBRASKA

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE 68005 (402) 291-6100



PROJECT NO.
2025/MICHALEK ESTATES

RECEIVED

JUL 24 2025

PLANNING DEPT.

Hill-Farrell Associates, Inc.

Land Surveyors
Bellevue, Nebraska



July 25, 2025

Angela Curry
Assistant Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Michalek Estates-Small Subdivision Application and Rezoning

Dear Angela:

Attached please find Final Plat and Applications for Referenced Project. Property owner desires to Rezone and Replat subject property to correct Zoning to conform and adjust lot lines to fit current and future conditions.

Thank you for your assistance. Please contact me with any questions or comments.

Sincerely,

Doug

Ronald D. Hill
NE L.S. No. 373
dhill@hillfarrell.com

Hill-Farrell Associates, Inc.

Land Surveyors
Bellevue, Nebraska



RECEIVED

AUG 19 2025

PLANNING DEPT.

August 12, 2025

Angela Curry
Assistant Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Michalek Estates-Small Subdivision Application and Rezoning

Dear Angela:

Applicant is requesting a waiver of Section 6-7 (7), Subdivision Regulations. Due to the rectangular dimensions of the existing property, in order to subdivide the property efficiently to provide desired size and area of parcels the three to one ratio cannot be maintained.

Thank you for your assistance. Please contact me with any questions or comments.

Sincerely,

Doug

Ronald D. Hill
NE L.S. No. 373
dhill@hillfarrell.com

ORDINANCE NO. 4197

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 12009 SOUTH 25TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural) to AG (Agricultural); and

Lot 2, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural) to RA (Residential Agriculture); and

Lot 3, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural) to RE (Residential Estates).

(Mark and Janice Michalek)

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

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
9/16/2025

COUNCIL MEETING DATE: 09/16/2025	SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Public Hearing - Request to approve the Event License Application for the Annual Olde Towne Trick or Treat Event on October 26, 2025 from 3:30 p.m. to 6:30 p.m. (actual event - 4:00 p.m - 6:00 p.m.)

SYNOPSIS/BACKGROUND:

Bellevue Community Foundation has submitted an Event License Application for the Annual Olde Town Trick or Treat Event. Bellevue Trick or Treat will be Sunday, October 26, 2025 in Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd. Applicant has requested the \$50.00 application fee be waived, due to this being a community event.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Event Application for Bellevue Community Foundation for Annual Bellevue Trick or Treat on Sunday, October 26, 2025 from 4:00 p.m. – 6:00 p.m. in Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd and to waive the \$50.00 application fee.

ATTACHMENTS:

1. Event Application for Trick or Treat in Olde Towne	2. Comments from Police, Parks, & Streets	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Kullie
[Signature]
[Signature]



**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

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

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

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: August 22, 2025

SUBJECT: Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 26, 2025 from 3:30 p.m. – 6:30 p.m. in Olde Towne n Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd; and request to waive the the \$50.00 application fee.

Please make comments on the above request and return to Susan Kluthe, by, August 29, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Signature or Fill in Your Name

Date



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Bellevue Community Foundation Date: August 22, 2025

Contact Person Information for Organization:

Name: Phil Davidson Phone: 402-293-3052 Email: phil.davidson@bellevue.net
Address: 1500 Wall Street City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Olde Towne Trick or Treat

Location of Event/Alternate Location:

Portions of Mission Avenue and Franklin between Erwins Jewelry and Washington Park

Dates of Event: October 26, 2025 Alternate Dates: N/A Hours of Event: 3:30 p.m. - 6:30 p.m.

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

- 1. Sanitary Facilities: Portable Restrooms
2. Running Water: N/A
3. Power: Businesses will be participating or stand alone booths can bring in portable generators if needed
4. Parking: Will work with Police Department
5. Insurance: Bellevue Community Foundation has Umbrella Insurance Coverage

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



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

Signature of Applicant: [Handwritten Signature]

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

Request to waive \$50.00 Event Fee

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____.

City Council hearing date: _____

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



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: August 22, 2025

SUBJECT: Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 26, 2025 from 3:30 p.m. – 6:30 p.m. in Olde Towne n Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd; and request to waive the the \$50.00 application fee.

Please make comments on the above request and return to Susan Kluthe, by, August 29, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No Issues

Jim Shada / ljp

Signature or Fill in Your Name

8.22.25

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: August 22, 2025

SUBJECT: Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 26, 2025 from 3:30 p.m. – 6:30 p.m. in Olde Towne n Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd; and request to waive the the \$50.00 application fee.

Please make comments on the above request and return to Susan Kluthe, by, August 29, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.ne if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Sgt. Lampman and SSU will make sure everything runs smoothly.

Capt. Kurt Stroehler

Digitally signed by Capt. Kurt Stroehler
Date: 2025.08.22 11:40:30 -05'00'

Signature or Fill in Your Name

8-22-25

Date

Notice of Public Hearing
Olde Towne Trick or Treat

On Tuesday, September 16, 2025, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of an event license for Bellevue Community Foundation to conduct the Olde Towne Trick or Treat Event in Olde Towne Bellevue, on Sunday, October 26, 2025 from 3:30 p.m. to 6:30 p.m.

The meeting is open to the public and the public is encouraged to attend. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty eight hours prior to the meeting.

Susan Kluthe
City of Bellevue



**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

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

- Police Department
 Sgt. Larry Lampman

 Capt. Kurt Stroehler

 Capt. John Stuck

- Parks Department
 Jim Shada

- Streets Department
 Bobby Riggs

- Public Works Department
 Dave Goedeken

FROM: Susan Kluthe

DATE: August 22, 2025

SUBJECT: Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 26, 2025 from 3:30 p.m. – 6:30 p.m. in Olde Towne n Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd; and request to waive the the \$50.00 application fee.

Please make comments on the above request and return to Susan Kluthe, by, August 29, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No Issues

Jim Shada / ljp

Signature or Fill in Your Name

8.22.25

Date

Shirley Harbin

From: John Stuck
Sent: Friday, August 22, 2025 12:52 PM
To: Shirley Harbin
Subject: Re: Olde Towne Trick or Treat Event Review Form

no issues

Captain John Stuck
Bellevue(NE) Police Department
Support Division Commander
(W) 402-293-3087
(C) 402-510-5573

From: Shirley Harbin <Shirley.Harbin@bellevue.net>
Sent: Friday, August 22, 2025 11:21 AM
To: Larry Lampman <Larry.Lampman@bellevue.net>; Kurt Stroehler <Kurt.Stroehler@bellevue.net>; John Stuck <John.Stuck@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>
Cc: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Olde Towne Trick or Treat Event Review Form

All,
Attached is the event review form for the Annual Olde Towne Trick or Treat Event scheduled for Sunday, October 26, 2025.

Respectfully complete the review form. whether you have comments or not, and return to Susan and I by Friday, August 29th.

Thank you in advance

Kind Regards,

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



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

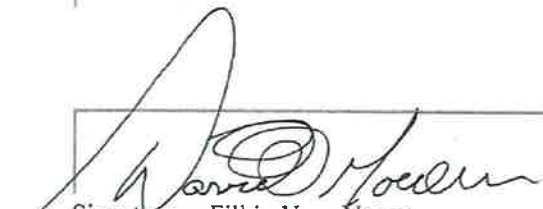
DATE: August 22, 2025

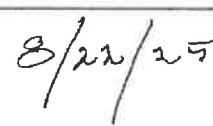
SUBJECT: Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 26, 2025 from 3:30 p.m. – 6:30 p.m. in Olde Towne n Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd; and request to waive the the \$50.00 application fee.

Please make comments on the above request and return to Susan Kluthe, by, August 29, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments


Signature or Fill in Your Name


Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: August 22, 2025

SUBJECT: Recommend approval of an Event Application for Bellevue Community Foundation for Annual Olde Towne Trick or Treat on Sunday, October 26, 2025 from 3:30 p.m. – 6:30 p.m. in Olde Towne n Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd; and request to waive the the \$50.00 application fee.

Please make comments on the above request and return to Susan Kluthe, by, August 29, 2025 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

STREET DEPT WILL COORDINATE WITH PD FOR BORROWING, TRUCK USE AS IN PAST EVENTS. THE DEPARTMENT WILL STAFF AS DIRECTOR'S DAY OF EVENT.

Bobby Riggs
Signature or Fill in Your Name

8/25/25
Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b.
9/16/2025

COUNCIL MEETING DATE: September 16, 2025		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of the parking of oversized vehicles and trailers. Applicant: Shane Hoeft. General location: 1010 Fort Crook Road S..

SYNOPSIS/BACKGROUND:

Shane Hoeft, on behalf of All American Towing, LLC, is requesting a Conditional Use Permit (CUP) for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers. The applicant desires to operate a service garage used for repairs as well as an office for his towing company. The applicant has submitted conflicting information regarding the specific vehicles and equipment he is requesting be parked on the property. U-Haul equipment is also being leased from this location. The Fort Crook Road 2040 Plan sets forth a plan for a transit-oriented, walkable urban corridor. This request is in direct conflict with the Fort Crook Road 2040 Plan which has been adopted by the City Council.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending denial of this request based upon Section 6.06, City of Bellevue Zoning Ordinance, lack of conformance with the Fort Crook Road 2040 Plan, and perceived negative impact upon the surrounding neighborhood.

ATTACHMENTS:

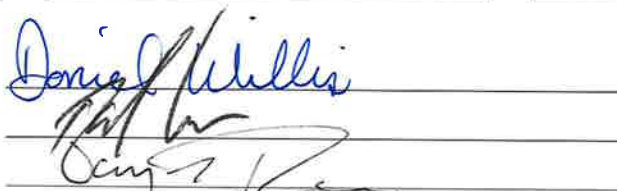
1. Planning Commission Recommendation Sheet
2. Staff Report
3. Conditional Use Permit Agreement
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue
CASE #: CUP-2507-02
CITY COUNCIL HEARING DATE: September 16, 2025

REQUEST: to approve a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers.

On August 29, 2025, the City of Bellevue Planning Commission voted six yes, zero no, three absent, and zero abstained:

DENIAL of a request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers.

VOTE:

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

Planning Commission Hearing was held on: August 29, 2025

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: CUP-2507-02

FOR HEARING OF:

REPORT #1: August 28, 2025

REPORT #2: September 16, 2025

I. GENERAL INFORMATION

A. APPLICANT:

Shane Hoeft
12804 South 29th Avenue
Bellevue NE 68123

B. PROPERTY OWNER:

BJA Investments, LLC
Bradley Arrowsmith
20356 Concord Loop
Council Bluffs, IA 51503

C. GENERAL LOCATION:

1010 Fort Crook Road South

D. LEGAL DESCRIPTION:

Lot 3D, Twin Ridge II, located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

Conditional Use Permit for Lot 3D, Twin Ridge II

F. EXISTING ZONING AND LAND USE:

BGH, Commercial

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a conditional use permit to allow for the parking of oversized vehicles and trailers.

H. SIZE OF SITE:

The site is approximately 0.94 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property has a 2,963 square foot 1-story building and a paved parking lot. The building has been used as a garage for service and repair. There are three attached garage doors on the north side of the building. The building was built in 1968.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Commercial, BGH
- 2. **East:** Single Family Residential (across Fort Crook Rd), RS-72
- 3. **South:** Commercial, BGH
- 4. **West:** Single Family Residential, RG-50

C. RELEVANT CASE HISTORY:

- 1. On August 28, 2025, the Planning Commission recommended denial of a request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers. Denial based upon Section 6.06, City of Bellevue Zoning Ordinance, lack of conformance with the Fort Crook Road 2040 Plan, and perceived negative impact upon the surrounding neighborhood.

D. APPLICABLE REGULATIONS:

- 1. Section 5.24.03, Zoning Ordinance, regarding conditional uses in the BGH zoning district.
- 2. Article 6, Zoning Ordinance, regarding Conditional Use permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use designation for this property is commercial.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no recent MAPA traffic data information available for this area.
2. The property takes access from Lloyd Street on the south and the Fort Crook access road to the east.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Shane Hoeft, on behalf of All American Towing, LLC, is requesting approval of a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers.

2. Section 5.24.03 of the BGH zoning district allows for the parking of semi-trailers, tractors, truck-tractors, or any truck in operable condition exceeding 8' in width or 21' in length when not utilizing required parking. Section 5.24.03 further requires that landscaping shall be provided in accordance with Article 9. Additionally, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director.

3. The applicant (Shane Hoeft/All American Towing, LLC) was given a violation notice from the city's code enforcement department on June 27, 2025, for parking oversized vehicles, semi-trailers, and trailers on his property. Additionally, the applicant was storing metal portable outdoor storage containers on the property, which is not allowed in the BGH zoning designation. These containers have since been removed.

4. On the conditional use permit application, Mr. Hoeft writes that his primary business is a service garage used for repairs, as well as an office for his towing company. U-Haul equipment is also being leased from this location.

The applicant did not provide information as to the type of automobile service currently being provided. He did not offer a schedule of business hours or days of operation.

5. The applicant has submitted conflicting information regarding the specific vehicles and equipment he is requesting be parked on the property.

On his July 16, 2025, application Mr. Hoeft stated the vehicles on the property would consist of one 36-foot-long heavy wrecker and 32-foot-long flatbeds. The applicant's site plan dated July 22, 2025, indicates a 26' U-Haul, a 36' wrecker, a 33' flatbed and a 20' U-Haul will be parked on the property. In a letter dated July 24, 2025, the applicant stated he intends to park three tow trucks, to include one "heavy wrecker" and two "medium duty rollbacks."

Staff requested clarification from the applicant in an August 11, 2025, revisions request. In a letter dated August 13, 2025, Mr. Hoeft stated there will be between 6 to 12 U-Haul truck trailers as well as 3 tow trucks. He says the U-Haul trucks would range in size from 5' x 8' to 6' x 12'. The applicant did not provide sizes for the U-Haul trailers.

6. The Fort Crook Road 2040 Plan sets forth a plan for a transit-oriented, walkable urban corridor.

The Plan lays out four key design elements, one of which is prohibiting parking lots in front of buildings. Page 60 of the Plan addresses incremental redevelopment. It states, "In general, new, expanded, or redeveloped uses along the Fort Crook Road corridor should be developed in a pedestrian-friendly manner." It goes on to state, "Over time, the simple design approach afforded by these 'Incremental Development' Guidelines, coupled with corridor street tree planting efforts, will help Fort Crook Road transition from a marginal 'strip' corridor into an enhanced 'people place.' However, it bears repeating: Under no circumstances should the current commercial strip environment, with its front yard parking and buildings located on the rear portion of the property, be allowed. Continuation of this development pattern will only perpetuate the corridor's current problems and stifle the market-based approach to repositioning the corridor."

This request is in direct conflict with the Fort Crook Road 2040 Plan which has been adopted by the City Council.

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

Bellevue Public Works Engineer John Krager commented the site must meet the minimum requirements for the number and size of regular and ADA parking spaces, drive aisle widths, and fire access. In addition, he requested the driveways nearest to the intersection of Lloyd Street and Fort Crook Road be closed to allow for safe queuing of traffic, reducing conflicting traffic streams without interference with

through traffic and stopped traffic, and providing corner clearance at the stop condition.

Captain Kurt Strocher, Bellevue Police Department, commented he was concerned about opening the door for oversized semi-trailers and other large equipment on this property.

Mike Christensen, Chief Building Official, commented this request does not follow the city's vision for Fort Crook Road, and as this is not a permitted use, the city would essentially be taking a step backwards from what has been achieved thus far. He commented the area is surrounded by residential zoning, RG-50 to the west and RS-72 to the east of the property. He concluded by stating, "I would recommend adhering to the zoning restrictions that are in place and continuing the commitment to a continuous improvement along Fort Crook Road South as well as North."

No other comments were received on this case.

8. Information obtained from the Code Enforcement Department shows multiple contacts at this location for various violations to include oversized vehicles, inoperable vehicles, as well as portable outdoor storage containers, dating back to January 2023.

9. The applicant provided a site plan showing the proposed parking area. The applicant's proposed parking layout includes stalls for heavy equipment blocking other parking stalls, therefore rendering them unusable.

10. Recent pictures of the property are attached for reference. The pictures dated June 27, 2025, were taken by Code Enforcement. The remaining pictures have been taken by staff at various dates since the June 27th Code Enforcement contact. The pictures show oversized vehicles and semi-trailers parked across numerous parking stalls and/or blocking several parking stalls at one time.

11. Section 8.03.11 lays out minimum parking requirements based on use. Automotive service garages require one parking stall for each four hundred square feet of floor area. General offices require one parking stall for each three hundred square feet of floor area. Based on the size of the building, the property has enough required parking for either use.

The property has stalls striped in front of garage doors/service bays, which would not be counted towards required parking spaces.

12. This property backs up to a medium-density single family residential neighborhood.

The applicant has not submitted a landscape/screening plan for his conditional use permit application.

13. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

Based on the aforementioned analysis, staff does not believe the conditions of 6.06.01, 6.06.02, or 6.06.05 can be met.

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

F. TECHNICAL DEFICIENCIES:

1. Provide a landscape and screening plan per Article 9 and Section 5.24.03, Zoning Ordinance. Approval should not be granted prior to submittal and review of this document.

IV. DEPARTMENT RECOMMENDATION

Denial based upon Section 6.06, City of Bellevue Zoning Ordinance, lack of conformance with the Fort Crook Road 2040 Plan, and perceived negative impact upon the surrounding neighborhood.

V. PLANNING COMMISSION RECOMMENDATION

Denial based upon Section 6.06, City of Bellevue Zoning Ordinance, lack of conformance with the Fort Crook Road 2040 Plan, and perceived negative impact upon the surrounding neighborhood.

VI. ATTACHMENTS TO REPORT

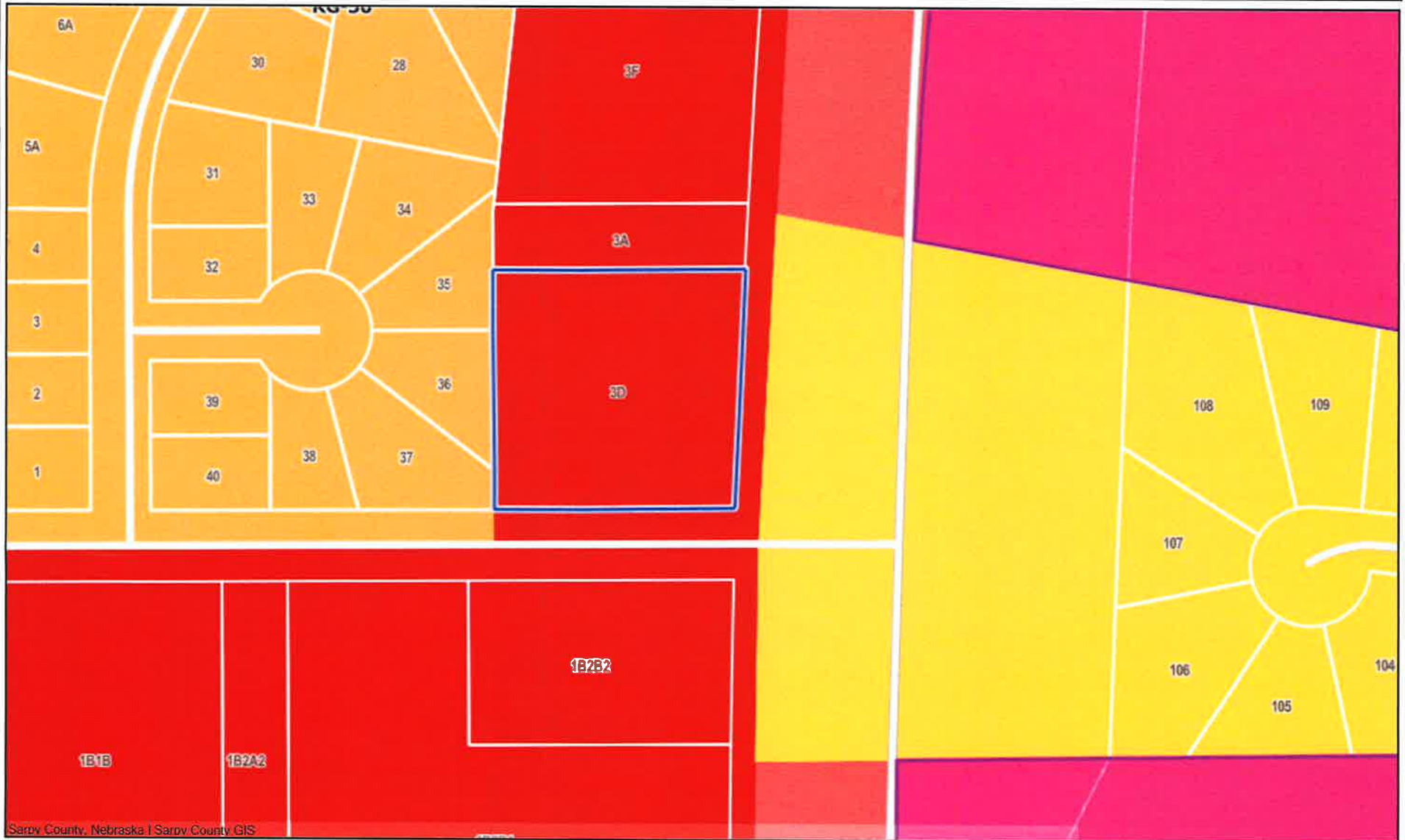
1. Vicinity/Zoning Map
2. 2024 GIS aerial photo of the property
3. Site plan received July 22, 2025
4. Letter from the applicant received July 24, 2025
5. Email from the applicant received August 13, 2025
6. Staff pictures of the property taken between June 27, 2025, and August 15, 2025
7. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

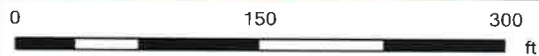
1. Shane Hoefl
2. Property Owner Bradley Arrowsmith
3. Public Upon Request


Assistant Planning Manager


Planning Director 09/09/25
Date of Report

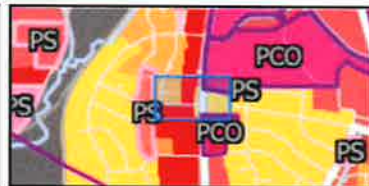


Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 1778

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





Sarpy County GIS | Sarpy County, Nebraska



Map Scale 1: 640

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





605 S. 15th Street, Council Bluffs, IA 51501

To the Angela Curry and City of Bellevue Planning Department,

This letter is to formally request a Conditional Use Permit for the property of 1010 Fort Crook Rd S Bellevue Ne 68005, currently zoned BGH Business General Heavy. The applicant, Shane Hoeft, intends to Rent U-Haul equipment and park 3 Tow trucks there including 1 heavy wrecker and 2 medium duty rollbacks. This use is not typically permitted under the current zoning, being longer than 21 feet but we believe it aligns with the city's goals for the citizens of Bellevue including Offutt air force base. We have helped several military families as well as the local community and surrounding communities as of today. We will also ensure compliance with all applicable regulations and cleanliness to our facility inside and outside as we are proud to be here serving the Bellevue community and our military base.

On the aerial view I have drawn out where we would like to park our equipment. We do not use any part of the street parking for anything or block customer traffic from coming in or out of our facility. Also, all our equipment is brand new, and we will not be using this lot for any towed vehicle storage repair with leaking or junk around we are proud of our place always looking top notch. Fort Crook Road has a lot of traffic, and we want to look the best.

The proposed use will have no impact on surrounding properties. We will [Describe mitigation measures, e.g., and provide ample parking for customers]. We are also committed to complying with all city ordinances.

Again, thank you again Angela for your time and consideration on this. We look forward to being able to continue helping the community and city of Bellevue where I have resided for the last 40 years.

Sincerely,

Shane Hoeft
All American Towing LLC

RECEIVED
JUL 24 2025
PLANNING DEPT.

Tammi Palm

From: Shane Hoeft <shane@allamericantowingllc.com>
Sent: Wednesday, August 13, 2025 12:26 PM
To: Tammi Palm
Subject: [EXT] 1010 fort crook rd s Shane Hoeft

To the Angela Curry and City of Bellevue Planning Department,

This letter is to formally request a Conditional Use Permit for the property of 1010 Fort Crook Rd S Bellevue, Ne 68005 currently zoned BGH Business General Heavy. The applicant, Shane Hoeft, intends to Rent Uhaul equipment And park 3 Tow trucks there on the northside of building. Additional we would block the two entrances closest to Lloyd street and fort crook as asked by public works. There would be 6 uhaul trucks trailers there will be no more then 12 ranging in size from 5x8 or 6x12. There would 20 stalls open for customers. This use is not typically permitted under the current zoning, for anything being longer then 21 foot but we believe it aligns with the city's goals for the citizens of Bellevue including Offutt air force base. We have helped several military families as well as the local community and surrounding communities as of today. We will also ensure compliance with all applicable regulations and cleanliness to our facility inside and outside as we are proud to be here serving the Bellevue community and our military base.

On the aerial view I have drawn out where we would like to park our equipment. We do not use any part of the street parking for anything or block customer traffic from coming in or out of our facility. Also all of our equipment is brand new and "we will not be using this lot for any towed vehicle storage or have any junk around i have a lot elsewhere for any towed vehicle.

We are proud of our place looking top notch at all times. Fort Crook Road has a lot of traffic and we want to look the best.

The proposed use will have no impact on surrounding properties. We will [Describe mitigation measures, e.g., and provide ample parking for customers]. We are also committed to complying with all city ordinances. As well as being respectful to our neighbors.

Again thank you again Angela for your time and consideration on this. We look forward to being able to continue helping the community and city of Bellevue where I have resided for the last 40 years.

Sincerely,

Shane Hoeft
All American Towing LLC

RECEIVED
AUG 13 2025
PLANNING DEPT.



SKYU 299325 0
22G1

MAX GROSS	30480	kg
TARE	6720	kg
FAYLOAD	23760	kg
CU CAP	1170	cu ft

06/27/2025



enterprise

U-HAUL
4012 2ND ST SW

U-HAUL
MAKES MOVING EASIER
BEST

U-HAUL
4012 2ND ST SW

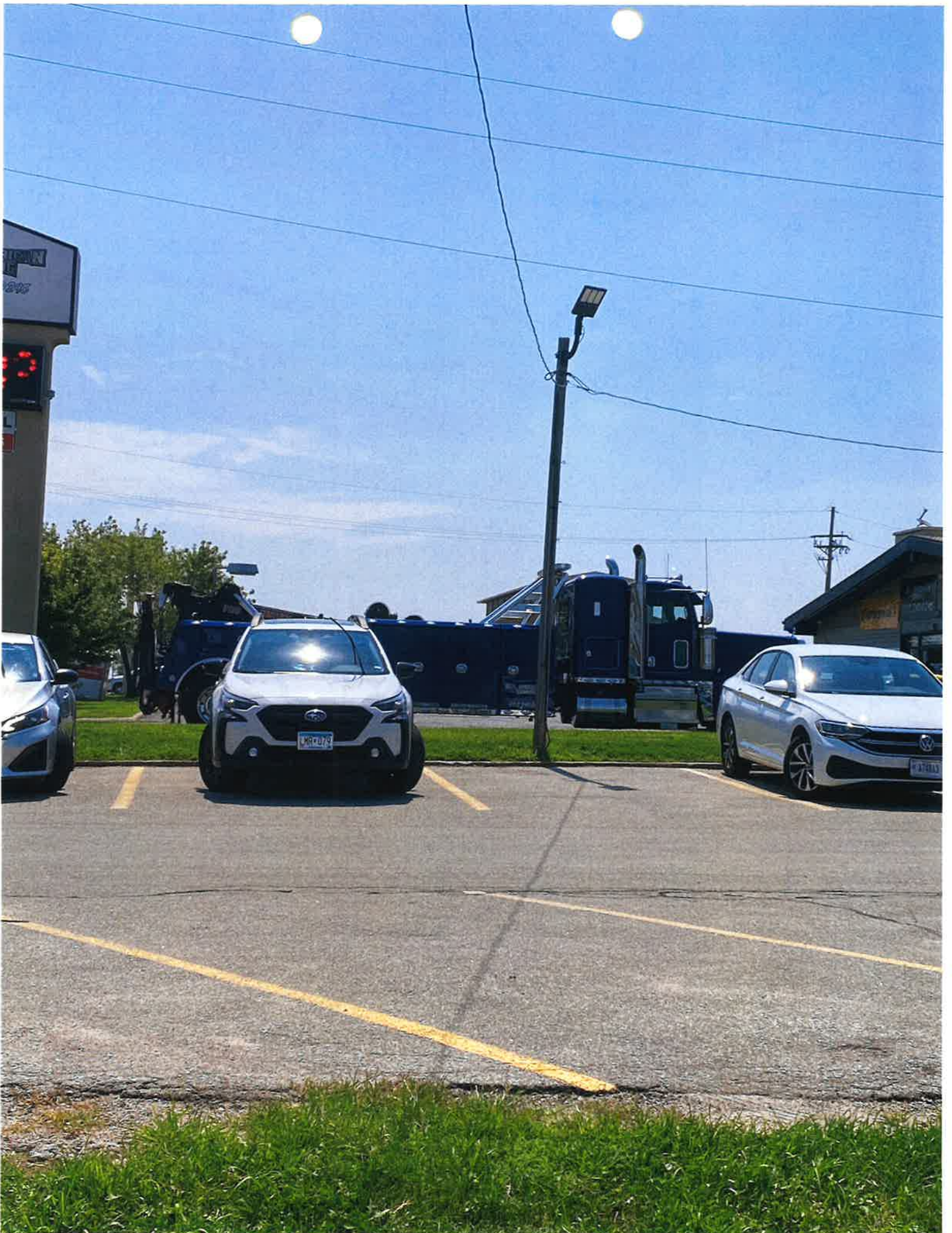
U-HAUL
RIGHT EQL

U-HAUL
SAFEST

06/27/2025



06/27/2025





ONE STOP INSURANCE
800-555-1234

U-HAUL







Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 3D, TWIN RIDGE II, LOCATED IN THE SOUTHWEST 1/4
OF SECTION 26, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Shane Hoeft (All American Towing, LLC).

This Conditional Use Permit issued this 16th day of September 2025 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Shane Hoeft (All American Towing, LLC), (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Bja Investments, LLC, is the legal owner of Lot 3D, Twin Ridge II, located in the Southwest 1/4 of Section 26, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately .94 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of parking oversized vehicles and trailers; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT, subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable, and any breach of any terms hereof shall cause this Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property’s boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit “A.”
 - b. The Property shall be developed and maintained in accordance with the site plan (Exhibit “A”) and all other exhibits, if any, of this Agreement. Any modifications to the site plan

must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.

- c. Applicant hereby indemnifies the City against, and holds the City harmless from any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.

3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:

- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
- b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
- c. All obsolete or unused structures, accessory facilities, or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.

4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire, and terminate as to a Permitted Use hereunder upon the first of the following to occur:

- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
- b. Cancellation, revocation, denial, or failure to maintain any federal, state, or local permit required for the Use, and such cancellation, revocation, denial, or failure to maintain any federal, state, or local rights are provided under laws, rules and regulations governing said permit.
- c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same, Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors, and assigns.
- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
 - b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within seven (7) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 7 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
 - c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
 - d. Applicant shall be responsible for recording this Permit with Sarpy County Register of Deeds at the Applicant's expense.
 - e. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

DBA American Towing, LLC
Shane Hoeft
1010 Fort Crook Road, South
Bellevue, NE 68005
 - f. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk, a signed original hereof.

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and Deputy City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this ____ day of _____, 2025.

Notary Public

Bja Investments, LLC
By:

Bradley Arrowsmith

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Bradley Arrowsmith signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2025.

Notary Public

All American Towing, LLC
By:

Shane Hoeft

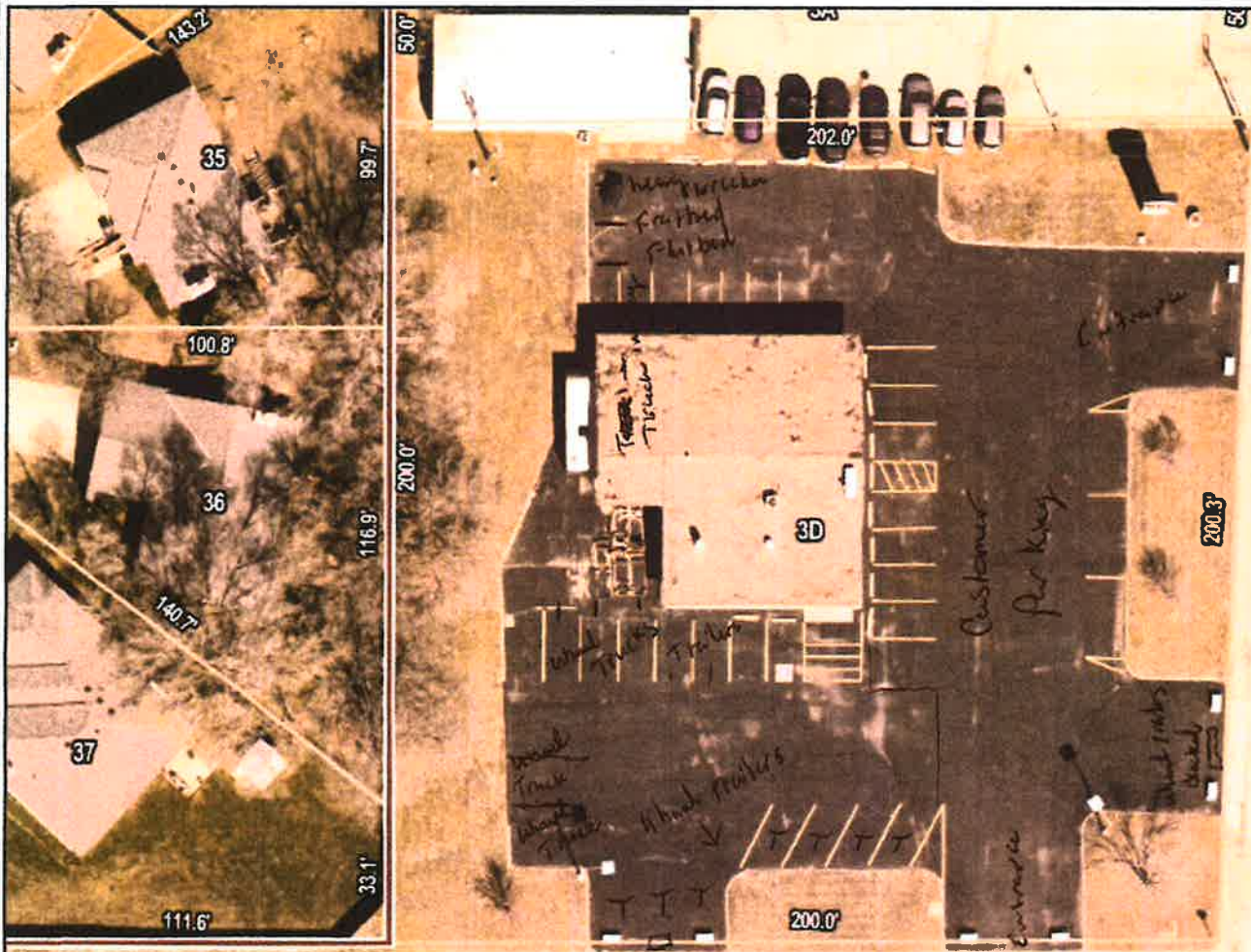
STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Shane Hoeft signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2025.

Notary Public

Sarpy County GIS

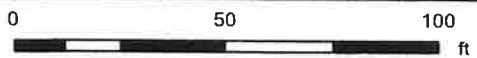


RECEIVED
JUL 22 2025
PLANNING DEPT.

Fort Crook Rd S

Lloyd St

Sarpy County GIS



Map Scale 1: 696

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 for building anything looking to
 Park oversized vehicle 26 foot wheel,
 36 foot wrecker, 33 foot flatbed and 20
 foot wheel. All Trucks are new to
 Junk. or disabled vehicles own tow

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14c.
9/16/2025

COUNCIL MEETING DATE: 09/16/24		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Request to approve the 2026-2031 Capital Improvement Plan (CIP). Applicant: City of Bellevue

SYNOPSIS/BACKGROUND:
The CIP is being done in conjunction with the proposed budget. The first year of the CIP corresponds with the proposed annual budget. For FY 2024-25, the proposed Capital Projects Total is \$63,324,711 with \$59,742,965 being funded by the city and \$3,581,746 being funded by outside sources.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:
Both the Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|---------------------------------------|
| 1. PC recommendation | 2. Staff Report | 3. 2025-2030 Capital Improvement Plan |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

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

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue
CASE #: 187
CITY COUNCIL HEARING DATE: September 16, 2025

REQUEST: to approve the 2026-2031 Capital Improvement Plan

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

APPROVAL as presented

VOTE:

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

Planning Commission Hearing was held on: July 24, 2025



We Influence The World!

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

September 10, 2025

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Subject: Proposed 2026-2031 Capital Improvement Plan

Attached is the proposed fiscal year 2026-2031 Capital Improvement Plan (CIP) showing current projected expenditures.

The CIP is a community planning and fiscal management tool used to coordinate the timing and financing of capital improvements over a multi-year period (usually 5-6 years). The document includes major projects and expenditures (\$50,000 and above) submitted by department for each of the years of the plan. The total cost is shown for each project along with any outside funding sources and the amount of the funding. The source of city funding represents the General Fund unless otherwise shown. In recent years, the CIP also doubled as the Public Works Department's One- and Six-Year Plan. Moving forward, the Public Works Department will be doing a separate One- and Six-Year Plan which will address their specific projects in depth.

The first year of the CIP corresponds with the proposed annual budget. For FY 2026 the proposed Capital Projects total is \$63,324,711 with \$59,742,965 being funded by the city and \$3,581,746 being funded from outside sources. For FY 2027, the proposed Capital Projects total is \$97,440,719 with \$81,998,219 being funded by the City and \$15,442,500 being funded from outside sources.

The total cost of all capital projects shown in the CIP is \$358,702,930 with \$298,836,184 being funded by the City and \$59,866,746 coming from outside sources.

PLANNING COMMISSION RECOMMENDATION:

APPROVE as presented.

Attachments: 2026-2031 Capital Improvement Plan Spreadsheet

EXPENDITURES BY DEPARTMENT BY YEAR

<u>DEPARTMENT</u>	<u>FY 2025-26</u>	<u>FY 2026-27</u>	<u>FY 2027-28</u>	<u>FY 2028-29</u>	<u>FY 2029-30</u>	<u>FY 2030-31</u>	<u>TOTAL</u>
Administrative Services	-	-	-	-	-	-	-
Building Maintenance	995,000	110,000	-	-	-	-	1,105,000
Cemetery	220,000	-	-	-	-	-	220,000
Code Enforcement	-	-	-	-	-	-	-
Fire	340,000	1,950,000	1,100,000	360,000	3,560,000	3,300,000	10,610,000
Fleet Maintenance	-	-	-	-	-	-	-
Information Technology(IT)	-	-	-	-	-	-	-
Library	100,000	-	-	-	-	-	100,000
Non Departmental	-	-	-	-	-	-	-
Parks	2,328,430	875,000	495,000	-	-	-	3,698,430
Permits & Inspections	-	-	-	-	-	-	-
Police	1,305,281	803,219	50,000	50,000	50,000	-	2,258,500
Public Works	16,600,000	14,750,000	-	-	-	-	31,350,000
Recreation	-	-	-	-	-	-	-
Streets	19,926,000	70,697,500	40,174,000	59,709,000	76,829,500	-	267,336,000
Wastewater	10,760,000	5,505,000	3,725,000	1,035,000	500,000	-	21,525,000
Economic Development	10,750,000	2,750,000	2,750,000	1,750,000	1,750,000	750,000	20,500,000
TOTAL	63,324,711	97,440,719	48,294,000	62,904,000	82,689,500	4,050,000	358,702,930
City funding	59,742,965	81,998,219	48,294,000	49,704,000	55,047,000	4,050,000	298,836,184
Funding from others	3,581,746	15,442,500	-	13,200,000	27,642,500	-	59,866,746

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2025-26

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Building Maintenance				
BldgMtnc 26 (1) Tuck Point Brick Exterior 1510/1500 Wall Street	295,000	295,000		
BldgMtnc 26 (2) Install Mini Spilt HVAC System, District 3 Fire Station	180,000	180,000		
BldgMtnc 26 (3) Add Backup Boiler at 1500 Wall Street	150,000	150,000		
BldgMtnc 26 (5) Replace Retractable Walls at Fire Training Site	85,000	85,000		
BldgMtnc 26 (6) Replace Deteriorated Concrete Drive North Side Police Station	60,000	60,000		
BldgMtnc 26 (7) Replace Furnace at Fire Training Site	50,000	50,000		
BldgMtnc 26 (8) Replace Three Heat Pumps at 1510 Wall Street	50,000	50,000		
BldgMtnc 26 (10) Rebuild Detention Cell 1500 Wall Street (Design/Const)	125,000	125,000		
Total	995,000	995,000	-	
Cemetery				
CM 26 (1) Replace Cemetery One Ton, F350 Plow Truck and Plow	85,000	85,000		
CM 26 (2) Replace Cemetery F450 Dump Truck	85,000	85,000		
CM 26 (3) Complete Cemetery Lighting Project	25,000	25,000		
CM 26 (4) Replace Deteriorated Entance Wall	25,000	25,000	-	
Total	220,000	220,000	-	
Code Enforcement				
No capital projects this fiscal year.			-	
Total	-	-	-	
Economic Development Fund				

ED 26 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
ED 26 (2) Entertainment District Improvements-Covered Walkways	10,000,000	10,000,000		
Total	<u>10,750,000</u>	<u>10,750,000</u>	<u>-</u>	

Fire

FI 26 (1) Replace Medic 31 2006 International	340,000	340,000		
Total	<u>340,000</u>	<u>340,000</u>	<u>-</u>	

Fleet

Total	<u>-</u>	<u>-</u>	<u>-</u>	
-------	----------	----------	----------	--

Library

LI 26 (1) Shading System - 2206 Longo Drive	100,000	100,000	-	
Total	<u>100,000</u>	<u>100,000</u>	<u>-</u>	

Parks

PK 26 (1) Bike and Trail Renovations - Everett Park	600,000	600,000		
PK 26 (2) Bike and Trail Renovations - Willow Springs Park	425,000	425,000		
PK 26 (3) American Heroes Park Restrooms	872,930	436,465	436,465	Grant
PK 26 (4) New Playground and Shelter - Twin Ridge 2 Park	180,500	180,500		
PK 26 (5) New Playground and Shelter - Willow Springs Park	250,000	250,000	-	
Total	<u>2,328,430</u>	<u>1,891,965</u>	<u>436,465</u>	

Permits and Inspections

No capital projects this fiscal year				
Total	<u>-</u>	<u>-</u>	<u>-</u>	

Police

PD 26 (1) Firearms Range Concrete Work	552,062	496,781	55,281	Asset Forfeiture Funds
PD 26 (2) Firearms Range 8,000 SF Trainng Center-Pre Engineered Bldg Installed	427,644	427,644		
PD 26 (3) Training Center Interior Finish	325,575	325,575		
Total	<u>1,305,281</u>	<u>1,250,000</u>	<u>55,281</u>	

Public Works

PW 26 (1) Strategic Plan Consulting	75,000	75,000	
PW 26 (2) Public Works Facility (Design)	500,000	500,000	
PW 26 (3) Public Works Facility (Construction)	1,500,000	1,500,000	
PW 26 (4) American Heroes Park Amphitheater (Design)	125,000	125,000	
PW 26 (5) Entertainment District (Engineering)	500,000	500,000	
PW 26 (6) Entertainment District (Construction)	5,500,000	5,500,000	
PW 26 (7) Land Purchase/Easement (as Necessary)	100,000	100,000	
PW 26 (8) Highway 75/34 Interchange (Engineering)	300,000	300,000	
PW 26 (9) Highway 75/34 Interchange (Construction) Year One	2,500,000	2,500,000	
PW 26 (10) Waterway Modeling (Engineering)	100,000	100,000	
PW 26 (11) Purchase Plotter/Scanner	50,000	50,000	
PW 26 (12) MUD Water Main Extension	5,000,000	5,000,000	
PW 26 (13) Prairie Hills Farm Infrastructure (Design)	200,000	200,000	
PW 26 (14) Bellevue Blvd North Design	150,000	150,000	
Total	<u>16,600,000</u>	<u>16,600,000</u>	<u>-</u>

Recreation

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Streets

ST 26 (1) Major Street Resurfacing	776,000	776,000	-
ST 26 (2) Concrete Projects	3,905,000	3,855,000	50,000
ST 26 (3) Overlay Projects	370,000	370,000	-
ST 26 (4) Reconstruction Projects	5,175,000	3,775,000	1,400,000
ST 26 (5) Bridge Repairs	600,000	160,000	440,000
ST 26 (6) Drainage Improvements	6,665,000	5,465,000	1,200,000
ST 26 (7) Signal Improvements	1,140,000	1,140,000	-
ST 26 (8) Asset Management	490,000	490,000	-

ST 26 (9) Operations and Equipment	805,000	805,000	-
Total	<u>19,926,000</u>	<u>16,836,000</u>	<u>3,090,000</u>
Wastewater			
WW 26 (1) Quail Creek Lift Station	1,200,000	1,200,000	
WW 26 (2) Bluff Street Lift Station Replacement	550,000	550,000	
WW 26 (3) Haworth and American Heros Park Sanitary	2,500,000	2,500,000	
WW 26 (4) Bellevue Sanitary Upgrades - Mission Ave	650,000	650,000	-
WW 26 (5) Twin Creek Siphon Stabilization - Design	60,000	60,000	-
WW 26 (6) SCCWA SB-11 Basin Build out (Ent Dist)	3,000,000	3,000,000	
WW 26 (7) Olde Towne Sanitary Rehabilitation	900,000	900,000	
WW 26 (8) Landings Lift Station Upgrade	1,500,000	1,500,000	-
WW 26 (9) Maintenace Truck Replacement	100,000	100,000	
WW 26 (10) GIS Upgrades, Sewershed B and C	300,000	300,000	
Total	<u>10,760,000</u>	<u>10,760,000</u>	<u>-</u>
CAPITAL TOTAL ALL DEPARTMENTS	63,324,711	59,742,965	3,581,746

ADDITIONAL PROJECT DESCRIPTIONS:

ED 26(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2026-27

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.	-	-		
Building Maintenance				
BldgMinc 27 (1) Replace District 3 Fire Station Roof Top HVAC Unit	\$ 60,000.00	\$ 60,000.00		
BldgMinc 27 (2) Replace 3 Heat Pumps, 1510 Wall Street	\$ 50,000.00	\$ 50,000.00		
Total	<u>110,000</u>	<u>110,000</u>		
Cemetery				
No capital projects this fiscal year.				
Total	<u>\$ -</u>	<u>\$ -</u>		
Code				
No capital projects this fiscal year.	-	-	-	
Total	<u>-</u>	<u>-</u>	<u>-</u>	
Economic Development Fund				
ED 27 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
ED 27 (2) Entertainment District Improvements	2,000,000	2,000,000		
Total	<u>2,750,000</u>	<u>2,750,000</u>	<u>-</u>	
Fire				
F1 27 (1) Replace Truck 21 2018 Pierce	1,950,000	1,950,000	-	
Total	<u>1,950,000</u>	<u>1,950,000</u>	<u>-</u>	

Fleet

No capital projects this fiscal year.

	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Information Technology (IT)

No capital projects this fiscal year.

	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Library

No capital projects this fiscal year.

Total	<u>-</u>	<u>-</u>	<u>-</u>
-------	----------	----------	----------

Parks

- PK 27 (1) Light Daniel Trail Loop 11.5 Miles
- PK 27 (2) New Playground, Retaining Wall & ShelterG- Golden Hills Park
- PK 27 (3) New Shelter, Everett Park
- PK 27 (4) Resurface Tennis/Pickleball Courts, Sorensen
Haworth & Normandy Hills

500,000	500,000	
250,000	250,000	
60,000	60,000	
65,000	65,000	
-	-	-
-	-	-
Total	<u>875,000</u>	<u>875,000</u>

Permits and Inspections

No capital projects this fiscal year.

Total	<u>-</u>	<u>-</u>	<u>-</u>
-------	----------	----------	----------

Police

- PD 27 (1) Equipment - License Plate Readers
- PD 26 (2) Firearms Range 8,000 SF Trainng Center-Pre Engineered Bldg Installed
- PD 26 (3) Training Center Interior Finish
- Total

50,000	50,000	-
427,644	427,644	
325,575	325,575	
Total	<u>803,219</u>	<u>-</u>

Public Works

- PW 27 (1) Public Works Facility (Construction)
- PW 27 (2) American Heroes Park Amphitheater (Construction)
- PW 27 (3) Entertainment District (Engineering/Construction)

7,000,000	7,000,000.00
2,000,000	2,000,000.00
5,000,000	5,000,000.00

PW 27 (4) Industrial Drive Ditch (Construction)	750,000	750,000.00	
	-	-	-
Total	<u>14,750,000</u>	<u>14,750,000</u>	<u>-</u>

Recreation

No capital projects this fiscal year.

Total	<u>-</u>	<u>-</u>	<u>-</u>
-------	----------	----------	----------

Streets

ST 27 (1) Major Street Resurfacing	12,460,000	12,460,000	-
ST 27 (2) Concrete Projects	5,255,000	5,255,000	-
ST 27 (3) Overlay Projects	2,730,000	2,730,000	-
ST 27 (4) Reconstruction Projects	35,762,500	21,320,000	14,442,500
ST 27 (5) Bridge Repairs	1,010,000	1,010,000	-
ST 27 (6) Drainage Improvements	8,515,000	7,515,000	1,000,000
ST 27 (7) Signal Improvements	1,880,000	1,880,000	-
ST 27 (8) Asset Management	320,000	320,000	-
ST 27 (9) Operations and Equipment	2,765,000	2,765,000	-
Total:	<u>70,697,500</u>	<u>55,255,000</u>	<u>15,442,500</u>

Wastewater

WW 27 (1) Bellevue Sanitary Upgrades - Mission Ave	300,000	300,000	
WW 27 (2) SCCWA SB-11 Basin Build out (Ent Dist)	3,000,000	3,000,000	-
WW 27 (3) Landings Lift Station Upgrade	500,000	500,000	
WW 27 (4) 8902 Cedar Island Road Facility Updates - Design	40,000	40,000	
WW 27 (5) 8902 Cedar Island Road Facility Updates - Const	150,000	150,000	
WW 27 (6) Loader/Backhoe	200,000	200,000	-
WW 27 (7) Emergency Power Plan City Wide - Design	75,000	75,000	
WW 27 (8) Emergency Power Plan City Wide - Phase I	350,000	350,000	
WW 27 (9) Olde Town Sanitary Sewer Rehabilitation - Phase 3	600,000	600,000	
WW 27 (10) Whispering Timbers Lift Station Upgrade - Design	80,000	80,000	
WW 27 (11) Interceptor Connection C Site Sanitary Replacement - Design	60,000	60,000	
WW 27 (12) GIS Updates Sewershed D and E	150,000	150,000	
Total	<u>\$ 5,505,000</u>	<u>\$ 5,505,000</u>	<u>-</u>

CAPITAL TOTAL ALL DEPARTMENTS

	97,440,719	81,998,219	15,442,500
--	-------------------	-------------------	-------------------

ADDITIONAL PROJECT DESCRIPTIONS

ED 27 Infrastructure--Funding for LB 840 program, possible projects to be determined

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2027-28

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.				
Building Maintenance				
No capital projects this fiscal year				
Total	-	-	-	
Cemetery				
No capital projects this fiscal year				
Total	\$ -	\$ -		
Code				
No capital projects this fiscal year.				
Total	-	-	-	
Economic Development Fund				
ED 28 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
ED 28 (2) Mission Ave Economic Development-Transportation & Accessibility Improvements	2,000,000	2,000,000		
Total	2,750,000	2,750,000	-	
Fire				
FI 28 (1) Replace Engine 31 1997 Seagrave	1,100,000	1,100,000	-	

Total	<u>1,100,000</u>	<u>1,100,000</u>	<u>-</u>
-------	------------------	------------------	----------

Fleet

No capital projects this fiscal year

Total	<u>-</u>	<u>-</u>	<u>-</u>
-------	----------	----------	----------

Information Technology (IT)

No capital projects this fiscal year.

Total	<u>-</u>	<u>-</u>	<u>-</u>
-------	----------	----------	----------

Library

No capital projects this fiscal year.

Total	<u>-</u>	<u>-</u>	<u>-</u>
-------	----------	----------	----------

Parks

PK 28 (1) Resurface Tennis/Pickleball Courts, Everett, Thompson, McCann, Lakewood Villages	85,000	85,000	
Pk 28 (2) Trail Renovation - Oakhurst Trail .765 Miles	210,000	210,000	-
Pk 28 (3) Trail Renovation - Lookingglass Trail .75 Miles	200,000	200,000	

Total	<u>495,000</u>	<u>495,000</u>	<u>-</u>
-------	----------------	----------------	----------

Permits and Inspections

No capital projects this fiscal year.

Total	<u>-</u>	<u>-</u>	<u>-</u>
-------	----------	----------	----------

Police

PD 28 (1) Equipment - License Plate Readers	50,000	50,000	-
---	--------	--------	---

Total	-	-	-
	50,000	50,000	-

Public Works

No capital projects this fiscal year

Total	-	-	-
-------	---	---	---

Recreation

No capital projects this fiscal year.

Total	-	-	-
-------	---	---	---

Streets

ST 28 (1) Major Street Resurfacing	4,052,000	4,052,000	-
ST 28 (2) Concrete Projects	4,300,000	4,300,000	-
ST 28 (3) Overlay Projects	4,300,000	4,300,000	-
ST 28 (4) Reconstruction Projects	15,645,000	15,645,000	-
ST 28 (5) Bridge Repairs	1,355,000	1,355,000	-
ST 28 (6) Drainage Improvements	5,825,000	5,825,000	-
ST 28 (7) Signal Improvements	1,807,000	1,807,000	-
ST 28 (8) Operations and Equipment	2,765,000	2,765,000	-
ST 28 (9) Asst Management	125,000	125,000	-
Total	40,174,000	40,174,000	-

Wastewater

WW 28 (1) Arctic Jet Replacment	300,000	300,000	-
WW 28 (2) Interceptor Monitoring Sites with GIS/SCADA Integration - Design	450,000	450,000	-
WW 28 (3) Sewer Master Plan Update	75,000	75,000	-
WW 28 (4) SCCWWA - SB-5 Build Out - Design	75,000	75,000	-
WW 28 (5) Whispering Timbers Lift Station Upgrades - Constrction Y1 of 1	300,000	300,000	-
WW 28 (6) Twin Creek Siphon Stabilization - Construction Y1 of 1	800,000	800,000	-
WW 28 (7) Emergency Power Plan City-Wide - Phase 2	600,000	600,000	-
WW 28 (8) Collections truck Replacement	350,000	350,000	-
WW 28 (9) Enductor Truck Replacement	75,000	75,000	-
	700,000	700,000	-

Total	<u>\$ 3,725,000</u>	<u>\$ 3,725,000</u>	<u>-</u>
-------	---------------------	---------------------	----------

CAPITAL TOTAL ALL DEPARTMENTS	48,294,000	48,294,000	-
--------------------------------------	-------------------	-------------------	----------

ADDITIONAL PROJECT DESCRIPTIONS

ED 28(1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750,000	750,000	
---	---------	---------	--

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2028-29

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year	-	-	-	
Building Maintenance				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Cemetery				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Code				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 29 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
ED 29 (2) Mission Ave Economic Improvement Funding-Transportation & Accessibility Improvements	1,000,000	1,000,000	-	
Total	1,750,000	1,750,000	-	
Fire				
FI 29 (1) Replace Medic 21 2019 Ford	360,000	360,000	-	
Total	360,000	360,000	-	

Fleet

No capital projects this fiscal year

Total

-	-	-
---	---	---

Information Technology (IT)

No capital projects this fiscal year

Total

-	-	-
---	---	---

Library

No capital projects this fiscal year

Total

-	-	-
---	---	---

Parks

No capital projects this fiscal year

Total

-	-	-
---	---	---

Permits and Inspections

No capital projects this fiscal year

Total

-	-	-
---	---	---

Police

PD 29 (1) Equipment - License Plate Readers

Total

50,000	50,000	-
50,000	50,000	-

Public Works

No capital projects this fiscal year

Total

-	-	-
---	---	---

Recreation

Total	<u>-</u>	<u>-</u>	<u>-</u>
-------	----------	----------	----------

Streets

ST 29 (1) Major Street Resurfacing	2,980,000	2,980,000	-
ST 29 (2) Concrete Projects	3,779,000	3,779,000	-
ST 29 (3) Overlay Projects	715,000	715,000	-
ST 29 (4) Reconstruction Projects	14,135,000	14,135,000	-
ST 29 (5) Bridge Repairs	16,500,000	3,300,000	13,200,000
ST 29 (6) Drainage Improvements	12,765,000	12,765,000	-
ST 29 (7) Signal Improvements	645,000	645,000	-
ST 29 (8) Asset Management	125,000	125,000	-
ST 29 (9) Operations and Equipment	8,065,000	8,065,000	-
Total	<u>59,709,000</u>	<u>46,509,000</u>	<u>13,200,000</u>

Wastewater

WW 29 (1) Interceptor Connection C Site Sanitary Replacement - Construction Y1 of	600,000	600,000	-
WW 29 (2) 25th and 370 Forcemain Rehabilitation -Design	60,000	60,000	-
WW 29 (3) 51st and Bernadette Forcemain and Lift Station	375,000	375,000	-
Total	<u>\$ 1,035,000</u>	<u>\$ 1,035,000</u>	<u>-</u>

CAPITAL TOTAL ALL DEPARTMENTS 62,904,000 49,704,000 13,200,000

ADDITIONAL PROJECT DESCRIPTIONS

ED 29(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2029-30

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year				
Building Maintenance				
	-	-	-	
Total	\$ -	\$ -	-	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Code				
No capital projects this fiscal year	-	-	-	-
Total	-	-	-	-
Economic Development Fund				
ED 30 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
ED 30 (2) Mission Ave Economic Improvement Funding-Transportation & Accessibility Improvements	1,000,000	1,000,000	-	
Total	1,750,000	1,750,000	-	
Fire				
FI 30 (1) Replace Utility 3	1,985,000	1,985,000	-	Ordered in 2024-205 Budget year
FI 30 (2) Replace Engine 4 (Pumper tanker)	1,575,000	1,575,000	-	Ordered in 2024-205 Budget year

Total	3,560,000	3,560,000	-
-------	-----------	-----------	---

Information Technology (IT)

No capital projects this fiscal year	-	-	-
--------------------------------------	---	---	---

Total	-	-	-
-------	---	---	---

Library

No capital projects this fiscal year	-	-	-
--------------------------------------	---	---	---

Total	-	-	-
-------	---	---	---

Parks

No capital projects this fiscal year	-	-	-
--------------------------------------	---	---	---

Total	-	-	-
-------	---	---	---

Permits and Inspections

No capital projects this fiscal year	-	-	-
--------------------------------------	---	---	---

Total	-	-	-
-------	---	---	---

Police

PD 30 (1) Equipment - License Plate Readers	50,000	50,000	
---	--------	--------	--

Total	50,000	50,000	
-------	--------	--------	--

Public Works

No capital projects this fiscal year	-	-	-
--------------------------------------	---	---	---

Total	-	-	-
-------	---	---	---

Recreation

Total	-	-	-
Streets			
ST 30 (1) Major Street Resurfacing	7,860,000	7,860,000	-
ST 30 (2) Concrete Projects	3,525,000	3,525,000	-
ST 30 (3) Overlay Projects	1,535,000	1,535,000	-
ST 30 (4) Reconstruction Projects	36,082,500	21,640,000	14,442,500
ST 30 (5) Bridge Repairs	16,500,000	3,300,000	13,200,000
ST 30 (6) Drainage Improvements	2,550,000	2,550,000	-
ST 30 (7) Signal Improvements	600,000	600,000	-
ST 30 (8) Wall Rehabilitation	112,000	112,000	-
ST 30 (9) Operations and Equipment	8,065,000	8,065,000	-
Total	76,829,500	49,187,000	27,642,500
Wastewater			
WW 30 (1) Kennedy Lift Station and Forcemain - Design	50,000	50,000	-
WW 30 (2) 25th and 370 Forcemain Rehabilitation - Construction Y1 of 1	450,000	450,000	-
Total	\$ 500,000	\$ 500,000	-
CAPITAL TOTAL ALL DEPARTMENTS	82,689,500	55,047,000	27,642,500

ADDITIONAL PROJECT DESCRIPTIONS

ED 30 (1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750,000	750,000	-
--	---------	---------	---

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2030-31

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year				
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Code				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 31 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				
FI 31 (1) Replace Engine 15 2013 Spartan	1,400,000	1,400,000		
FI 31 (2) Replace Truck 31 202 Pierce Aerial	1,900,000	1,900,000	-	
Total	3,300,000	3,300,000	-	
Library				

No capital projects this fiscal year

- - -

Total

- - -

Parks

No capital projects this fiscal year.

- - -

Total

- - -

Permits and Inspections

No capital projects this fiscal year

- - -

Total

- - -

Police

No capital projects this fiscal year.

- - -

Total

- - -

Public Works

No capital projects this fiscal year.

- - -

Recreation

No capital projects this fiscal year.

- - -

Total

- - -

Streets

Total

- - -

Wastewater

Total _____
_____ -

CAPITAL TOTAL ALL DEPARTMENTS **4,050,000** **4,050,000** **-**

ADDITIONAL PROJECT DESCRIPTIONS

ED 31 (1) Infrastructure--Funding for LB 840 program, possible projects to be determined 750000 750000

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

**15a.
9/16/2025**

COUNCIL MEETING DATE: 09/16/2025		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:

Approval to operate a satellite keno location at the Varsity Hospitality dba "Varsity Sports Cafe"

SYNOPSIS/BACKGROUND:

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 3504 Samson Way, a business owned and operated by Varsity Hospitality, dba "Varsity Sports Cafe." Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site, with a new owner.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text" value="NO"/>		
CIP PROJECT NAME: <input type="text" value="n/a"/>	CIP PROJECT NAME: <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:

Approval of Resolution No. 2025-20: Requesting approval to operate a satellite keno location at the business operated by Varsity Hospitality, dba "Varsity Sports Cafe" at 3504 Samson Way, Bellevue, NE and authorize the Mayor to sign

ATTACHMENTS:

- | | | |
|--|---|-------------------------|
| 1. <input type="text" value="Resolution No. 2025-20"/> | 2. <input type="text" value="Form 50G Location License App"/> | 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: _____

Joseph Wilkie
[Signature]
[Signature]



Nebraska Schedule II – County/City Lottery Sales Outlet Location Application

Form 50G
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village
323357

2 County, City, or Village Name on Form 50G
Bellevue

Please Do Not Write In This Space

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number: H12845416

4 Federal ID or Social Security Number: 506-17-7223

5 Type of Application: New Renewal Report Changes Cancel

Business Name and Location Address				Business Name and Mailing Address			
Name: <u>Varsity Hospitality</u>				Business Name: <u>Varsity Sports Cafe</u>			
Trade Name of Business (If Different Than Above):				Street or Other Mailing Address: <u>3504 Sampson Way</u>			
Street Address: <u>1048 Juleburg Dr</u>				City: <u>Bellevue</u>		State: <u>NE</u>	Zip Code: <u>68123</u>
City: <u>Lincoln</u>		State: <u>NE</u>	Zip Code: <u>68521</u>	County: <u>Lancaster</u>		Nebraska Liquor License Number:	

6 Type of Ownership: Sole Proprietorship Domestic Corporation Limited Liability Company Nonprofit Corporation or Organization Partnership Foreign Corporation Domesticated Corporation Other

7 Location Type: Keno Satellite Keno Independent Game

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

- 8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.
- If a sole proprietorship, list the individual owner.
 - If a partnership, list each partner and spouse.
 - If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
 - If a limited liability company, list each member and spouse.
 - If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
- (Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
506-17-7223	Chris Lehmeier 1048 Juleburg Dr, Lincoln, NE, 68521	09/29/1986	Owner
507-69-9534	Andrea Lehmeier 1048 Juleburg Dr, Lincoln, NE, 68521	02/29/1990	Spouse

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

Yes No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

Yes No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

Yes No If Yes, see instructions.

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?

Yes No If Yes, attach a detailed explanation of such interests.

11 Has each of the individuals listed in line 8 above complied with the instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?

Yes No (See What Must Be Filed instructions)

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

Yes No If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?

Yes No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here Chris Lehmeier Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Title: Owner Date: 08/19/25 Daytime Phone Number: 402-910-2753

Name of Person to Contact Regarding This Application: Christopher Lehmeier

Name: Christopher Lehmeier Title: Owner Daytime Phone Number: 402-910-2753

Authorization – Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here _____ Authorized Signature _____ Title _____ Date _____ Daytime Phone Number _____

Retain a copy for your records.

RESOLUTION NO. 2025-20

WHEREAS, the City of Bellevue has entered into a Lottery Operator’s Agreement with Advanced Gaming Technologies, Inc. (“Advanced”), to operate a keno-type lottery within the City of Bellevue, Nebraska (“the Lottery Operator’s Agreement”); and,

WHEREAS, the Lottery Operator’s Agreement allows Advanced to receive the Bellevue City Council’s approval of satellite and other keno locations to be operated in accordance with the Lottery Operator’s Agreement approved by this Council; and,

WHEREAS, Advanced has received an application for permission to operate a satellite location at 3504 Samson Way, Bellevue, Nebraska, a business operated by Varsity Hospitality doing business under the name “Varsity Sport Café.”

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

Advanced Gaming Technologies, Inc., is hereby granted approval to operate a satellite keno location at the business operated by Varsity Hospitality doing business under the name “Varsity Sport Café” at 3504 Samson Way, Bellevue, Nebraska.

PASSED AND APPROVED this 16th day of September, 2024.

APPROVED AS TO FORM:

City Attorney

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/16/2025		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:

Approval to operate a satellite keno location at the Kinseth Hospitality Company, Inc. (Bellevue Hotel Assoc) dba "Courtyard by Marriott & Beardmore Convention Center" at 3930 Raynor Parkway.

SYNOPSIS/BACKGROUND:

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 3930 Raynor Parkway., a business owned and operated by Kinseth Hospitality Company, Inc. (Bellevue Hotel Assoc) dba "Courtyard by Marriott & Beardmore Convention Center" Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site, with a new owner.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approval of Resolution No. 2025-21: Requesting approval to operate a satellite keno location at the business operated by Kinseth Hospitality Company, Inc. (Bellevue Hotel Assoc) dba "Courtyard by Marriott & Beardmore Convention Center at 3930 Raynor Parkway, Bellevue, NE and authorize the Mayor to sign

ATTACHMENTS:

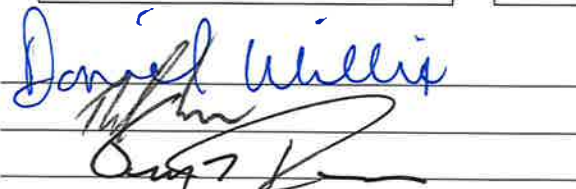
1.
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Nebraska Schedule II – County/City Lottery Sales Outlet Location Application

Form 50G
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village 323357	Please Do Not Write In This Space
2 County, City, or Village Name on Form 50G Bellevue	

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number 012072605	4 Federal ID or Social Security Number 40-5374088	5 Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Report Changes <input type="checkbox"/> Cancel
Business Name and Location Address Name: County and Marriott @ Beardmore Eventch Trade Name of Business (If Different Than Above): Street Address: 3930 Raynor PKWY City: Bellevue State: NE Zip Code: 68123 County: Sarpy		Business Name and Mailing Address Business Name: Bellevue Hotel Assoc. Street or Other Mailing Address: 601 E 2nd Ave Ste. 200 City: Coralville State: IA Zip Code: 52241 Nebraska Liquor License Number: 117332

6 Type of Ownership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Domestic Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Nonprofit Corporation or Organization <input type="checkbox"/> Partnership <input type="checkbox"/> Foreign Corporation <input type="checkbox"/> Domesticated Corporation <input type="checkbox"/> Other	7 Location Type <input type="checkbox"/> Keno Satellite <input type="checkbox"/> Keno Independent Game
--	--

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
	City ownership managed by Kinseth		

a. If a sole proprietorship, list the individual owner.
b. If a partnership, list each partner and spouse.
c. If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
d. If a limited liability company, list each member and spouse.
e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
	City ownership managed by Kinseth		

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)
 Yes No
If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.
 Yes No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?
 Yes No If Yes, see instructions.

11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?
 Yes No (See What Must Be Filed instructions)

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?
 Yes No If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?
 Yes No If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?
 Yes No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here **Quinn Estell** Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney
Title: **General Manager** Date: **9-9-25** Daytime Phone Number: **402-408-5300**
Name: _____ Title: _____ Daytime Phone Number: _____

Authorization—Signature of Governing Official
Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.
I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here _____ Authorized Signature _____ Title _____ Date _____ Daytime Phone Number _____

Retain a copy for your records.

RESOLUTION NO. 2025-21

WHEREAS, the City of Bellevue has entered into a Lottery Operator’s Agreement with Advanced Gaming Technologies, Inc. (“Advanced”), to operate a keno-type lottery within the City of Bellevue, Nebraska (“the Lottery Operator’s Agreement”); and,

WHEREAS, the Lottery Operator’s Agreement allows Advanced to receive the Bellevue City Council’s approval of satellite and other keno locations to be operated in accordance with the Lottery Operator’s Agreement approved by this Council; and,

WHEREAS, Advanced has received an application for permission to operate a satellite location at 3930 Raynor Parkway, Bellevue, Nebraska, a business operated by Kinseth Hospitality Company (Bellevue Hotel Association) doing business under the name “Courtyard by Marriott & Beardmore Convention Center.”

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

Advanced Gaming Technologies, Inc., is hereby granted approval to operate a satellite keno location at the business operated by Kinseth Hospitality Company (Bellevue Hotel Association) doing business under the name “Courtyard by Marriott & Beardmore Convention Center” at 3930 Raynor Parkway, Bellevue, Nebraska.

PASSED AND APPROVED this 16th day of September, 2024.

APPROVED AS TO FORM:

City Attorney

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/16/2025		SUBMITTED BY: Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Bond Reimbursement Resolution for FYE2026 Capital Expenditures

SYNOPSIS/BACKGROUND:

This resolution preserves the flexibility of the City to make preliminary payments from funds on hand and then, if it so chooses, to reimburse itself from bond proceeds if bonds are issued in the future. Adoption of this resolution does not require the City to issue any bonds nor does it create authority for financing any project.

FISCAL IMPACT: Up to \$7,980,000 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: Bond Reimbursements

START DATE: 10/01/2025 END DATE: 09/30/2030 PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

We recommend adoption of this resolution to preserve the City's flexibility in financing capital improvements.

ATTACHMENTS:

1. Resolution No. 2025-23	2. Exhibit A	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





RESOLUTION NO. 2025-23

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, during a regular meeting of the City Council, conducted a public hearing at 6:00 p.m. on September 16th, 2025, in the Council Chambers at Bellevue City Hall, 1500 Wall Street, on the proposed City of Bellevue Fiscal Year 2025-2026 Capital Expenditures (the “CapEx”), and

WHEREAS, the CapEx was reviewed by the Mayor and City Council and opportunity for public testimony was given and received, and

WHEREAS, the projects listed below are included in the CapEx, and the City anticipates issuing bonds to finance all or a portion of the projects listed in Section 1 below, in the principal amounts indicated below, and desires to preserve its ability to reimburse such costs from proceeds of tax-exempt bonds.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of Bellevue, Nebraska, do hereby declare this resolution to the City’s official declaration of intent under Internal Revenue Code Regulation Section 1.150-2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with costs incurred in connection with the following: (a) wastewater projects of which the preliminary estimate of debt contemplated to be issued for such wastewater projects exceeds \$6,480,000; and (b) the construction of a public works facility of which the preliminary estimate of debt contemplated to be issued for such facility exceeds \$1,500,000 as listed on Exhibit A attached hereto, of which the preliminary estimate of debt contemplated to be issued for such street projects exceeds \$7,980,000.

Section 2. That up to the expenditure of the full amount of such project described within this Resolution, the City may advance funds as may be necessary for meeting the immediate costs of such project. It is the intent of the Mayor and City Council that the City may reimburse such expenditures, as may be made from general funds on hand, from the proceeds of the issuance of its debt obligations.

Section 3. That the City Clerk shall make a copy of this Resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all such times until the bonds or such other tax-exempt obligations contemplated herein are issued.

DATED this 16th day of September, 2025.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

**City of Bellevue
Capital Expenditures and Funding
2025-26 Budget**

<u>Dept.</u>	<u>Account</u>	<u>Proposed CIP Ref #</u>	<u>Description</u>	<u>Amount Bondable / Loanable</u>
10 - Public Works	7030 Facilities Improvements	PW 26(3)	PW 26(3) Public Works Facility Construction	\$ 1,500,000.00
F20 - Wastewater	7000 Sewer Construction	WW 26(1)	WW 26 (1) Quail Creek Lift Station - Construction Y1 of 1	\$ 1,200,000.00
F20 - Wastewater	7000 Sewer Construction	WW 26(3)	WW 26 (2) Haworth and American Heroes Park Sanitary - Construction Y2 of 2 \$2.7M	\$ 780,000.00
F20 - Wastewater	7000 Sewer Construction	WW 26(5)	WW 26 (4) SCCWA SB-11 Basin Build out - Construction Y1 of 2 \$6.0M	\$ 3,000,000.00
F20 - Wastewater	7000 Sewer Construction	WW 26(8)	WW 26 (6) Landings Lift Station Upgrade - Construction Y1 of 2 \$2.0M	\$ 1,500,000.00
Total for Bond Reimbursement Resolution				\$ 7,980,000.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 9/16/2025		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:

Janet Willis
[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
Jason Fox Jr.	3108 Jackson Street	Bellevue	68005	D0003439806	301 Washington Street	8/29/2025	9/3/2025	9/16/2025	
Riley Hanna	3108 Jackson Street	Bellevue	68005	D0003262809	301 Washington Street	8/29/2025	9/3/2025	9/16/2025	
Terry Rybar	1723 North 159th Street	Omaha	68118	D0003473915	107 Camp Gifford Road	9/2/2025	9/3/2025	9/16/2025	
Ryan Hesel	12703 Westchester Plaza	Omaha	68154	D0003414078	112 Combs Road	9/8/2025	9/10/2025	9/16/2025	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
9/16/2025

COUNCIL MEETING DATE: 09/16/2025		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 type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Annual renewal workplace harassment training agreement.

SYNOPSIS/BACKGROUND:

We have used Traliant as our training provider for several years and are looking to extend our contract service with them for another year. Harassment prevention training is provided to all full-time employees.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="Yes"/>	COUNTER-PARTY: <input type="text" value="Traliant Operating LLC"/>	INTERLOCAL AGREEMENT: <input type="text" value="No"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="09/02/2025"/>	CONTRACT TERM: <input type="text" value="1 year"/>	CONTRACT END DATE: <input type="text" value="09/01/2026"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve one-year service agreement

ATTACHMENTS:

- | | | |
|---|--|-------------------------|
| 1. <input type="text" value="Traliant Service Order Form"/> | 2. <input type="text" value="Traliant Statement of Work"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

**Exhibit A
ORDER FORM**

1. LICENSE TERM: 1 Year

COURSES	Preventing Workplace Harassment
LANGUAGE(S)	English
FORMAT	Traliant Learning Center LMS Platform

2. SERVICES

NAME	UNIT PRICE	QUANTITY	TOTAL PRICE
Course Licenses	\$15.95	350	\$5,582.50
Implementation Fee	\$0	0	\$0

3. FEES

Year	License Fees	Implementation Fee	TOTAL
09/02/2025 - 09/01/2026	\$5,582.50	\$0	\$5,582.50

4. SPECIAL TERMS

Additional Licenses can be acquired in blocks of 5 at a rate of \$15.95 per user over term of agreement.



Exhibit B

STATEMENT OF WORK

Name of Company: City of Bellevue

Date: September 2nd, 2025

The Scope of Work is the official description of the work that is to be completed during the contract.

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Traliant shall provide course access to:

- Preventing Workplace Harassment

Except as otherwise specifically modified by this Statement of Work / Order Form, all other terms and conditions of the Services Agreement dated September 2nd, 2020 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work / Order Form on the date indicated.

TRALIAN Operating, LLC

City of Bellevue

Signature: _____

Signature: _____

Printed Name: Jonna Pedersen

Printed Name: _____

Title: Sr. Director Customer Success

Title: _____

Date: _____

Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
9/16/2025

COUNCIL MEETING DATE: 9/16/2025		SUBMITTED BY: Dave Goedeke - 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:

District 1 Fire station building automation system.

SYNOPSIS/BACKGROUND:

Engineered Controls to furnish and install the building automation system to district 1 fire station. Price includes demo of existing controllers and control devices. Current system is twenty-five plus years old and obsolete to the new roof top unit.

FISCAL IMPACT: \$38,840.00 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: Engineered Controls 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 work to be completed by Engineered Controls for District 1 Fire station BAS system.

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:

Daniel Phillips
[Signature]
[Signature]



Engineered Controls
 10703 J Street
 Omaha, NE 68127
 Phone 402-339-1300
 Fax 402-339-1311

Dist | Fire

Proposal: Q25-0718

Date: August 11, 2025
 To: Bellevue Fire Station Facilities Department
 From: Connor Nielsen / Engineered Controls
 Project: Bellevue Fire Station – Building Management System
 Omaha, Nebraska

We are pleased to submit our proposal to furnish and install the Building Automation System for the Bellevue Fire Station located at 211 W 22nd Ave, Bellevue, Ne 68005.

With no control drawings or mechanical drawings of the site, we have built in the necessary time to map zone damper locations, thermostat locations, and controller locations.

Our Base Price for this Honeywell Building Automation System (BAS) is \$38,840.00 and is based on the following scope:

1. To demo existing controllers and control devices, as necessary.
2. To furnish and install digital controls for the Zoning Roof Top Unit serving the Fire Station. Includes:
 - Digital controller for air handling unit, control/status of one (1) Supply Fan Motor, control of Dx Cooling, control of Gas Heat, NEW discharge air temperature sensor, NEW return air temperature and humidity sensor, NEW discharge air static sensor, new high duct static safety switch, three (3) new actuators for existing bypass dampers, and NEW outdoor air temperature and humidity sensor
 - All electrical material, install labor, programming and commissioning labor necessary
3. To furnish and install digital controls for up to 12 (12) zones serving the fire station. Includes:
 - Digital controllers necessary for zones, NEW modulating zone damper actuator (1 per zone, 12 total), NEW Honeywell TR42 thermostat to allow for setpoint control and occupancy control (1 per zone, 12 total)
 - All electrical material, install labor, programming and commissioning labor necessary
4. To furnish and install an open-system Honeywell HON-9000 front end network controller running the latest Niagara4 software. Includes web access for users and complete BMS graphics package, trending and alarming, accessible from any PC on the network (if we are able to plug into an existing network).
5. Includes all project management, hardware engineering, installation labor, software programming, check-out, (8) hours of customer training, & a standard 1-year warranty.

The following items are NOT included in our Base Price:

1. Furnishing any smoke detectors, or wiring to them.
2. Any smoke and fire/smoke dampers, associated actuators or end switches, or the power wiring to them.
3. Furnishing or installing any magnetic starters/disconnects/contactors for any HVAC equipment.
4. Installing any new conduit to replace existing exposed wire.
5. Providing any control dampers for zones
6. Providing any VFDs for AHU
7. Installation of any control dampers
8. Providing a PC or printer for the BAS System.
9. Repairs for any existing HVAC equipment found to be not functioning properly. Faulty equipment, if/when specified to be re-used, shall be brought to Contractor's attention for resolution.
10. Labor for commissioning with a 3rd party commissioning agent (not specified).
11. Any after-hours or Davis-Bacon wages.
12. Performance & Payment Bond.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
9/16/2025

COUNCIL MEETING DATE: 9/16/2025		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Removal of dead trees in the Bellevue Cemetery.

SYNOPSIS/BACKGROUND:

Hughes Tree Service to Remove two dead large oak trees and the removal of a cedar tree that was struck by lightning.

FISCAL IMPACT: \$11,885.00 BUDGETED FUNDS?: NO 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 work to be completed by Hughes Tree Service.

ATTACHMENTS:

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

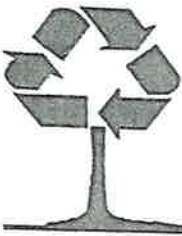
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
[Signature]
[Signature]



Certified Arborist: Justin Date: 8-29-25

HUGHES Tree Service

Trusted Tree Care!
402-558-8198 • www.HughesTree.com

15802 Fairview Road • Gretna, NE 68028

Name: Belleve Cemetery (Jason Houghtaling)

Address: _____

City: _____ St: _____ Zip: _____

Phone: (402) 637-7242 Cell: (____) _____

E-mail: jason.houghtaling@belleve.net acct: 37470



Nebraska's first accredited tree care company



- Pruning
- Tree Removal
- Fertilizing
- Plant Health Care
- Tree Planting
- Cabling
- Stump Grinding
- Consultation
- Mulching
- Other: _____

DESCRIPTION OF WORK:

Belleve Cemetery : 202 E 13th Street Belleve NE 68005

Entrance Kiosk Area:

<u>Large Dead Oak 38" DBH (see photo)</u>	
<u>remove, cut flush and haul away</u>	<u>\$ 5400</u>
<u>stump grinding</u>	<u>\$ 260</u>

Exit Road West Side Area:

<u>Large Dead Oak 37" DBH (see photo)</u>	
<u>remove cut flush and haul away</u>	<u>\$ 4925</u>
<u>Stump grinding</u>	<u>\$ 260</u>

Cedar 24" DBH Broken Top:

Cedar East of Flagpole Circle (see photo) remove \$ 900 stump \$ 140

TOTAL COST: \$ 11,885

Total Due on Completion. Please see reverse side of form for terms and conditions.

SPECIAL CONDITIONS OR EQUIPMENT:

Grapple Saw - Grapple Truck

Service Drop: Yes No

Assist: Yes No

Satisfaction Guaranteed

If you are not satisfied with our service, Hughes' Tree Service will continue working until you are pleased.

SITE MAP

Customer's Signature Authorizing Work:

X

Please return signed copy.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
9/16/2025

COUNCIL MEETING DATE: 9/16/2025		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Replacement of heat pumps - Cerris Systems

SYNOPSIS/BACKGROUND:

1510 Wall St. needs two heat pumps replaced and is a CIP budget item. Cost \$24,398.00.
Bellevue Library needs a heat pump that is not budgeted. Cost \$8,609.00

FISCAL IMPACT: \$33,007.00 BUDGETED FUNDS?: Yes / No GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Cerris systems 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 purchase of the three heat pumps for 1510 Wall St. Building and the Library.

ATTACHMENTS:

1. Proposal for 1510 Wall St. 2. Proposal for Bellevue Library 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
[Signature]

Library



Bellevue Professional Center

| Proposed Project Agreement

~~LIBRARY HEAT PUMP REPLACEMENT~~

DATE:

8/28/2025

PROPOSAL NUMBER:

P14438

PREPARED FOR:

Bellevue Professional Center

2206 Longo Drive

Bellevue, Nebraska 68005

PREPARED BY:

Aaron Ueckert

402-306-7385

aueckert@cerris.com



Project Proposal

Company

Cerris Systems North Central, Inc.
9751 S 142nd St
Omaha, NE 68138
Ph: 402-306-7385

Proposal Date: 8/28/2025
Proposal Number: P14438

Bill To Identity	Agreement Location
City of Bellevue 1500 Wall Street Bellevue, NE 68005	Bellevue Professional Center 2206 Longo Drive Bellevue, Nebraska 68005

We are pleased to offer our proposal for this project. Our proposal is based upon the site and system examination, material, labor costs, subcontractor costs, and permit fees.

Scope of Work: BELLEVUE PROFESSIONAL LIBRARY WSHP

1. Shut heat pump down and disconnect
2. Remove old Water Furnace heat pump
3. Install new Daikin 1-ton heat pump
4. Install new hoses
5. Reconnect electrical
6. Reconnect thermostat
7. Reconnect duct work
8. Start up and check operation

Our proposal is also based on the following *exclusions*:

1. Any work outside of the above-described scope.
2. Electrical work, including heat trace, line voltage for controls, wiring for medical gas system, fuses, heaters, starters, disconnects, or interconnecting wiring of equipment furnished, unless specifically noted.
3. Temperature controls, low voltage wiring or building automation system work.
4. Trash removal or haul off (place in a contractor supplied dumpster).
5. Overtime or shift work.
6. Allowances or contingency



7. Bond Premium – add 1% for performance and payment bond if required

The quoted price set forth herein does not include the cost impact of any tariffs or other taxes or embargos which may be imposed by the United States or any of its trading partners. To the extent the cost of any materials/equipment/items procured in furtherance of a subcontract or purchase order based upon this quotation/proposal/bid (collectively, "Bid") is impacted by the imposition of any tariffs, tax or embargo, the actual documented cost of such shall be billed to, and be reimbursed by, City of Bellevue, along with any schedule adjustments necessitated thereby. This Bid is expressly contingent upon the right to recovery of cost escalation set forth above. By accepting this Bid, City of Bellevue agrees that the resulting contract will include language providing for such right to recovery, and that such right of recovery will not be conditioned upon City of Bellevue's own recovery from a higher-tier contracting party.

Cerris Systems price for SCOPE above is \$8,609.00

Our price is guaranteed for (30) days from the date of this proposal.

WARRANTY: Our warranty on work performed is in accordance with **Paragraph 2 in Terms and Conditions**, parts and labor.

TERMS OF PAYMENT: NET 30. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.



Signature for Proposal Number - P14438

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Aaron Ueckert

Signature (Authorized Representative)

Aaron Ueckert

Name (Print/ Type)

402-306-7385

Phone

8/28/2025

Date

Customer

David Goedecken

Signature (Authorized Representative)

David Goedecken

Name (Print/ Type)

Public Works Director

Title

9/2/25

Date

PO#



Bellevue Planning

| Proposed Project Agreement

TRANE WSHP 1054-B0117 1510 Wall St.

DATE:

9/4/2025

PROPOSAL NUMBER:

P14540

PREPARED FOR:

Bellevue Planning
1510 Wall Street
Bellevue, NE 68005

PREPARED BY:

Aaron Ueckert
402-306-7385
aueckert@cerris.com



Project Proposal

Company
Cerris Systems North Central, Inc.
9751 S 142nd St
Omaha, NE 68138
Ph: 402-306-7385

Proposal Date: 9/4/2025
Proposal Number: P14540

Bill To Identity	Agreement Location
City of Bellevue 1500 Wall Street Bellevue, NE 68005	Bellevue Planning 1510 Wall Street Bellevue, NE 68005

We are pleased to offer our proposal for this project. Our proposal is based upon the site and system examination, material, labor costs, subcontractor costs, and permit fees.

Scope of Work:

1. Shut heat pump down and disconnect
2. Remove old Trane heat pumps
3. Install (2) new Daikin 1.5-ton heat pumps
4. Install new hoses
5. Reconnect electrical
6. Reconnect thermostat
7. Reconnect duct work
8. Start up and check operation

Our proposal is also based on the following exclusions:

1. Any work outside of the above-described scope.
2. Electrical work, including heat trace, line voltage for controls, wiring for medical gas system, fuses, heaters, starters, disconnects, or interconnecting wiring of equipment furnished, unless specifically noted.
3. Temperature controls, low voltage wiring or building automation system work.
4. Trash removal or haul off (place in a contractor supplied dumpster).



5. Overtime or shift work.
6. Allowances or contingency
7. Bond Premium – add 1% for performance and payment bond if required

The quoted price set forth herein does not include the cost impact of any tariffs or other taxes or embargos which may be imposed by the United States or any of its trading partners. To the extent the cost of any materials/equipment/items procured in furtherance of a subcontract or purchase order based upon this quotation/proposal/bid (collectively, "Bid") is impacted by the imposition of any tariffs, tax or embargo, the actual documented cost of such shall be billed to, and be reimbursed by, City of Bellevue, along with any schedule adjustments necessitated thereby. This Bid is expressly contingent upon the right to recovery of cost escalation set forth above. By accepting this Bid, City of Bellevue agrees that the resulting contract will include language providing for such right to recovery, and that such right of recovery will not be conditioned upon City of Bellevue's own recovery from a higher-tier contracting party.

Cerris Systems price for SCOPE above is \$24,398.00

Our price is guaranteed for (30) days from the date of this proposal.

WARRANTY: Our warranty on work performed is in accordance with **Paragraph 2 in Terms and Conditions**, parts and labor.

TERMS OF PAYMENT: NET 30. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. The contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from the date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Customer's expense and at the rates in effect. **CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
3. Contractor may invoice Customer monthly. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from this Agreement involving extra work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services.

7. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.
9. Cerris Systems shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Cerris' control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Cerris Systems.
10. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
12. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.



14. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses, and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.
15. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
16. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.
17. This Agreement may be cancelled by either party upon 30-day written notice. Customer shall be liable for all incurred expenses at the time of cancellation.
18. If paying with credit card a 3% surcharge will be added to the total project price.



**ADDITIONAL SERVICES:
Limits of Liability**

1. Cerris Systems will not be responsible for emergency service repairs, replacement parts, miscellaneous materials, or refrigerants.
2. The Inspection Maintenance Agreement shall in no way bind Cerris Systems to make corrections, replacements, or repairs necessitated by (a) Purchaser's improper operation or misuse of the equipment or systems, (b) by negligence of others, or (c) by faulty design of the equipment.
3. Cerris Systems shall not be required under the Inspection Maintenance Agreement to make safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company, laboratory, or governmental authority.
4. The Inspection Maintenance Agreement does not include the maintenance, repair or replacement of electrical disconnect switches, casing or cabinets, ductwork, insulation of any equipment not covered under this Agreement, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, or nonmoving parts of heating, cooling and ventilating equipment.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
9/16/2025

COUNCIL MEETING DATE: September 16, 2025		SUBMITTED BY: Dave Goedeken - 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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of 24-Foot Deckover Trailer for the Parks Department

SYNOPSIS/BACKGROUND:

Purchase of a 24-Foot Deckover Trailer which will take the place of the current trailer used to haul the skid steer.

FISCAL IMPACT: \$12,455 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: Big Red Repair Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 6433 ACCOUNT NUMBER: 10-11-6433

RECOMMENDATION:

Mayor to approve the purchase with Big Red Repair Inc. for a new 24-Foot Deckover Trailer not to exceed \$12,455.00.

ATTACHMENTS:

1. Memo
2. Proposal
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Daniel Willis

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:



We Influence The World!

City of Bellevue
Parks Department
8201 South 42nd St. • Bellevue, Nebraska • 68147 • 402-293-3122

MEMO

TO: David Goedeken
Public Works Director

FROM: Jim Shada
Mark Blackburn

SUBJECT: Proposal for 24-Foot Deckover Trailer

DATE: August 12, 2025

I would like your approval for the purchase of a 24-Foot Deckover trailer which will take the place of the current trailer used to haul the skid steer. We have the amount in our budget, Small Equipment expense code 6433.

We want a flatbed that doesn't have wheel wells using up space on the trailer. It will also be more convenient to haul pallets and other items.

The vendor's name and cost estimate for the 24-Foot Deckover:

Big Rig Repair Inc. \$12,455

Thank you!

Jim Shada
Mark Blackburn

BIG RIG REPAIR, INC
23188 HIGHWAY 6

GRETNA, NE 68028

Phone: (402)332-4833 Fax: (402)332-5089
QUOTE FROM GRETNA, NE LOCATION

BRT

DATE: 08/05/2025 TIME: 15:27:09
ACCT NO: 2933122 TERMS: Due on 10th
SLS ID/REP: CS / JOB:
PO NUM:
SHIP VIA: Customer Pickup
TAX EXEMPT#: Exempt B - #1
PAGE: 1
QUOTE: 234841

SOLD TO:
City of Bellevue
1500 WALL ST
BELLEVUE, NE 68005

SHIP TO:
City of Bellevue
1500 WALL ST
BELLEVUE, NE 68005

Q U O T E

ALEX

(402)293-3122

PL	ITEM NUMBER	DESCRIPTION	CORE	*-----QUANTITY-----*			YOUR PRICE	EXT AMOUNT
				ORDERED	SHIP	B/O		
PJT	F8J2472BSSK	DECK OVER 102" X 24'	0.00	1	1	9850.00	9850.00 N	
PJT	D=3' DOVETAIL W/2-31X66	3' DOVE 2-31"X66" FOL	0.00	1	1	650.00	650.00 N	
PJT	T=HD 2 5/16" ADJ COUPLE	HD ADJ COUPLER 3 BOLT	0.00	1	1	65.00	65.00 N	
PJT	82BS	2-8 K AXLES ELEC/SPRI	0.00	1	1	1890.00	1890.00 N	

PRICES ON THIS QUOTE ARE GOOD FOR 15 DAYS ON INSTOCK ITEMS ONLY.
ALL SPECIAL ORDERS ARE TO BE PREPAID AND ARE NON RETURNABLE.
ALL CARD TRANSACTION WILL BE SUBJECT TO 3% SURCHARGE.

WEIGHT: .00 TAXABLE: .00
TENDER: .00 CH NON-TAX: 12455.00
CHANGE: .00 LABOR: .00
CORE: .00

SUB TOTAL: 12455.00
FREIGHT: .00
TAX: .00
INV TOTAL: 12455.00

X _____
RECEIVED BY
9 BRT NEB

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
9/16/2025

COUNCIL MEETING DATE: 9/16/2025		SUBMITTED BY: David Goedecken, PE - PW 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:

240124 CIPST(07) M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk - Acquisition of Temporary Easements

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the Whitted Creek 25th St Lynnwood to Blackhawk project. The complete documentations is available upon request. This group of Acquisitions are for the following TRACTS: 3, 4, 9, & 13 in the amount of \$10,340.00. Complete documentation for each TRACT is available upon request.

FISCAL IMPACT:: \$10,340.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 240124 CIPST(07) M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk

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

CIP PROJECT NAME: Whitted Creek 25th St Lynnwood to Blackhawk CIP PROJECT NUMBER: ST07

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend the City Council review and recommend the Mayor to approve the Acquisition of Temporary Easements for the Whitted Creek 25th St Lynnwood to Blackhawk project for TRACTS: 3, 4, 9, & 13 in the amount of \$10,340.00

ATTACHMENTS:

- MWROW Cover Letter
- Temporary Easements
- Statement of Just Compensation
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
[Signature]
[Signature]



August 20, 2025

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Whitted Creek - 25th Street, Lynwood to Blackhawk
Project # BPW-240124
Tract #3

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 3, Christopher and Jennifer Jolley. The authorized representative of the City of Bellevue, Nebraska will need to sign all copies of the contract. One signed original is to be kept by the City of Bellevue, Nebraska and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$2,010.00 made payable to:

**Christopher Jolley and Jennifer Jolley
13010 South 24th Street
Bellevue, Nebraska 68123**

Please e-mail a copy of the signed contract, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Denny Bliss
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: BPW-240124
Tract No.: 3

STATEMENT OF JUST COMPENSATION

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, Christopher Jolley and Jennifer Jolley, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 645 SF x \$7.00/SF x 10% x 2 Years	\$ <u>910.00</u> ®
Fencing: Wood Fence	\$ <u>1,100.00</u>
Total Amount Offered	\$ <u>2,010.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 30 day of JULY, 2025, and the total amount of this offer is \$2,010.00.

Sincerely,

Denny Bliss
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25th Street Lynwood to Blackhawk
PROJECT # BPW-240124

TRACT: 3

KNOW ALL MEN BY THESE PRESENTS:

That CHRISTOPHER JOLLEY and JENNIFER JOLLEY, husband and wife, as joint tenants with right of survivorship and not as tenants in common, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **TWO THOUSAND, TEN and NO/100 DOLLARS, (\$2,010.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the CITY of BELLEVUE, NEBRASKA, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED by the Owner this 19 day of AUGUST, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

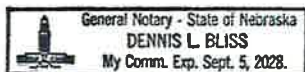
Christopher Jolley
CHRISTOPHER JOLLEY

Jennifer Jolley
JENNIFER JOLLEY

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this 19 day of AUGUST, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Christopher Jolley and Jennifer Jolley to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.
(SEAL)



Dennis L. Bliss
NOTARY PUBLIC

EXECUTED by the City this _____ day of _____, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: _____

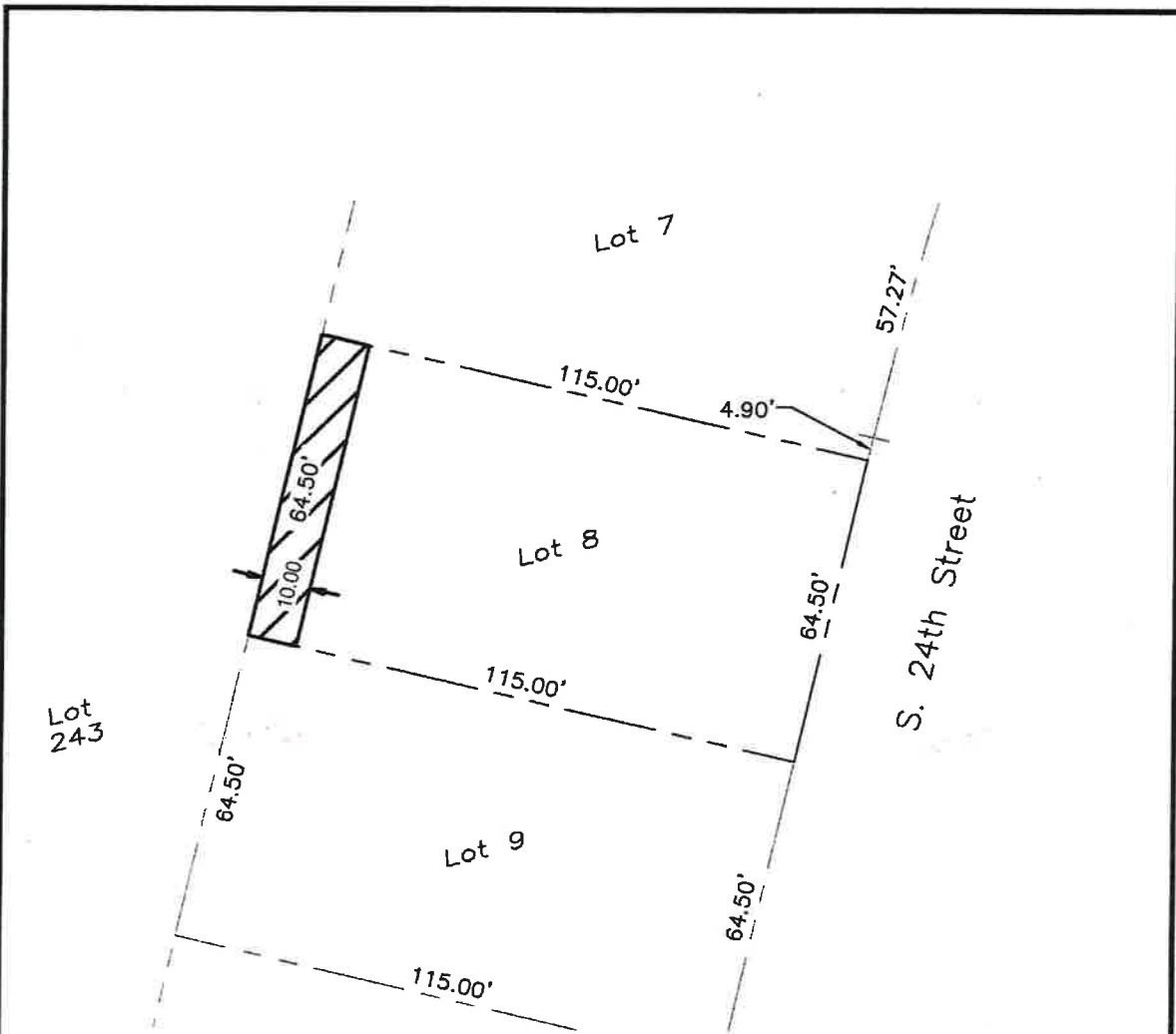
STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this _____ day of _____, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came _____

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(SEAL)

NOTARY PUBLIC



Legal Description - Temporary Easement

A PARCEL OF LAND LOCATED IN LOT 8, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 8 CONTAINING 645 SQUARE FEET, MORE OR LESS.



Lot 8 - Stonecroft

	TEMPORARY EASEMENT: <u>645</u> S.F.	TRACT NO.: <u>03</u>	PROJECT NO.: <u>24-2773</u>
		PREPARE DATE: <u>03/12/25</u>	REVISION DATE: _____

TRACT 3



August 20, 2025

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Whitted Creek - 25th Street, Lynwood to Blackhawk
Project # BPW-240124
Tract #4

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 4, Charlene Tompkins. The authorized representative of the City of Bellevue, Nebraska will need to sign all copies of the contract. One signed original is to be kept by the City of Bellevue, Nebraska and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$3,410.00 made payable to:

**Charlene Tompkins
13012 South 24th Street
Bellevue, Nebraska 68123**

Please e-mail a copy of the signed contract, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Denny Bliss'.

Denny Bliss
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: BPW-240124
Tract No.: 4

STATEMENT OF JUST COMPENSATION

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Charlene Tompkins**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 645 SF x \$7.00/SF x 10% x 2 Years	\$ <u>910.00</u> ®
Cost to Cure: Move Shed	\$ <u>2,500.00</u>
Total Amount Offered	\$ <u>3,410.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 30 day of JULY, 2025, and the total amount of this offer is **\$3,410.00**.

Sincerely,



Denny Bliss
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25th Street Lynwood to Blackhawk
PROJECT # BPW-240124

TRACT: 4

KNOW ALL MEN BY THESE PRESENTS:

That CHARLENE TOMPKINS, a *single person*

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **THREE THOUSAND, FOUR HUNDRED TEN and NO/100 DOLLARS, (\$3,410.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, and grading within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

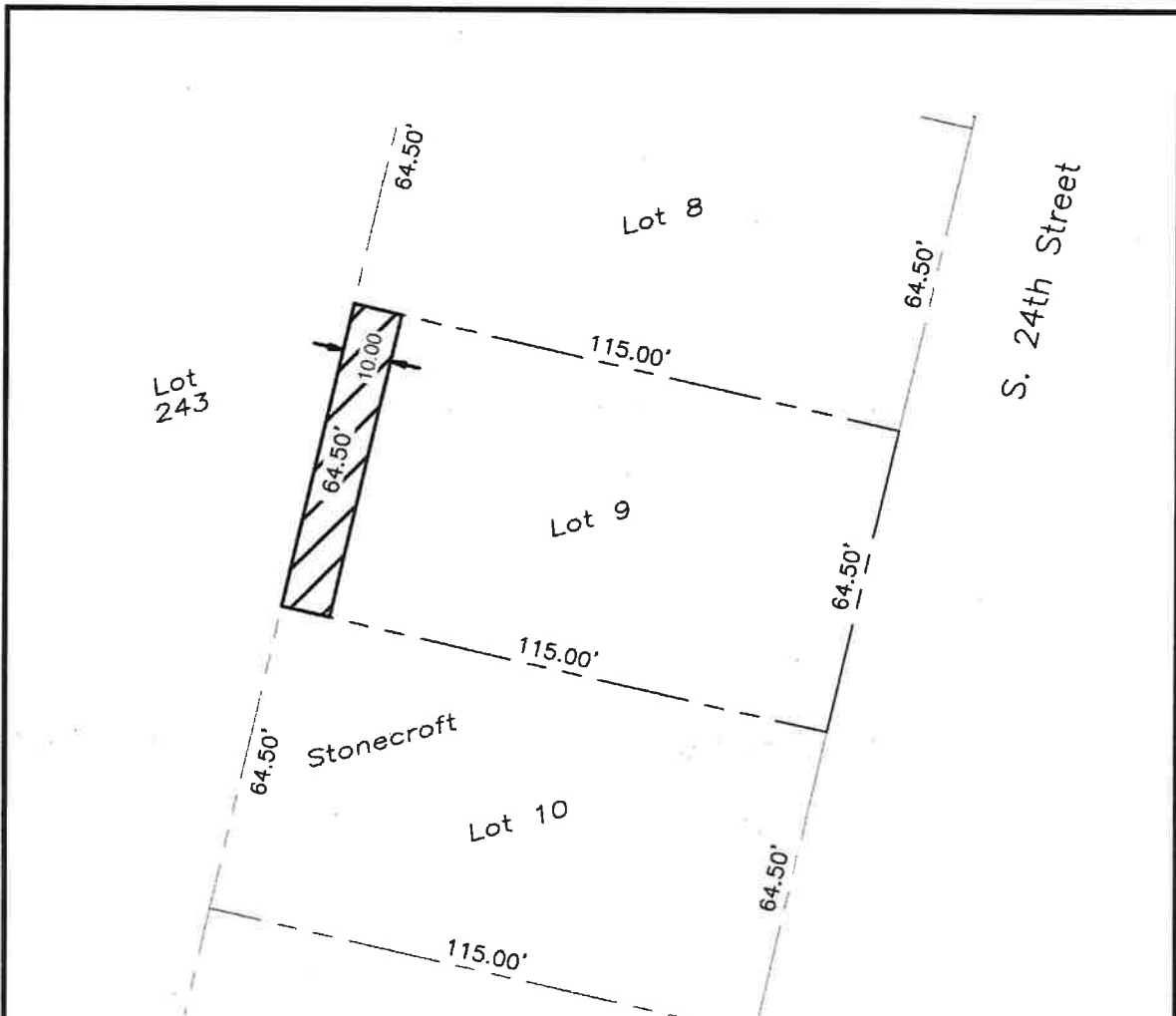
SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]



Legal Description - Temporary Easement

A PARCEL OF LAND LOCATED IN LOT 9, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 9 CONTAINING 645 SQUARE FEET, MORE OR LESS.



Lot 9 - Stonecroft



TEMPORARY EASEMENT: 645 S.F.

TRACT NO.: 04

PROJECT NO.: 24-2773

PREPARE DATE: 03/12/25

REVISION DATE:

TRACT 4



August 26, 2025

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Whitted Creek - 25th Street, Lynwood to Blackhawk
Project # BPW-240124
Tract #9

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 9, Joel W. Adams. The authorized representative of the City of Bellevue, Nebraska will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue, Nebraska and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$2,310.00 made payable to:

**Joel W. Adams
13108 South 24th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to cschescke@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Caleb Schescke'.

Caleb Schescke
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: BPW-240124
Tract No.: 9

STATEMENT OF JUST COMPENSATION

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Joel W. Adams**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 645 SF x \$7.00/SF x 10% x 2 Years	\$	<u>910.00</u> ®
Fencing Damages: Split Wood Fencing	\$	<u>1,400.00</u>
Total Amount Offered	\$	<u>2,310.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 16th day of July, 2025, and the total amount of this offer is **\$2,310.00**.

Sincerely,



Caleb Schescke
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25th Street Lynwood to Blackhawk
PROJECT # BPW-240124

TRACT: 9

KNOW ALL MEN BY THESE PRESENTS:

That JOEL W. ADAMS, a single person

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **TWO THOUSAND, THREE HUNDRED TEN and NO/100 DOLLARS, (\$2,310.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the CITY of BELLEVUE, NEBRASKA, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, and grading within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings, not located in the public right of way, of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and construction related to improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED by the Owner this 22nd day of August, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

[Handwritten Signature]

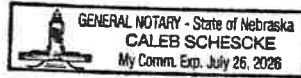
JOEL W. ADAMS

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this 22nd day of August, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Joel W. Adams

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.
(S E A L)



[Handwritten Signature]
NOTARY PUBLIC

EXECUTED by the City this _____ day of _____, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: _____

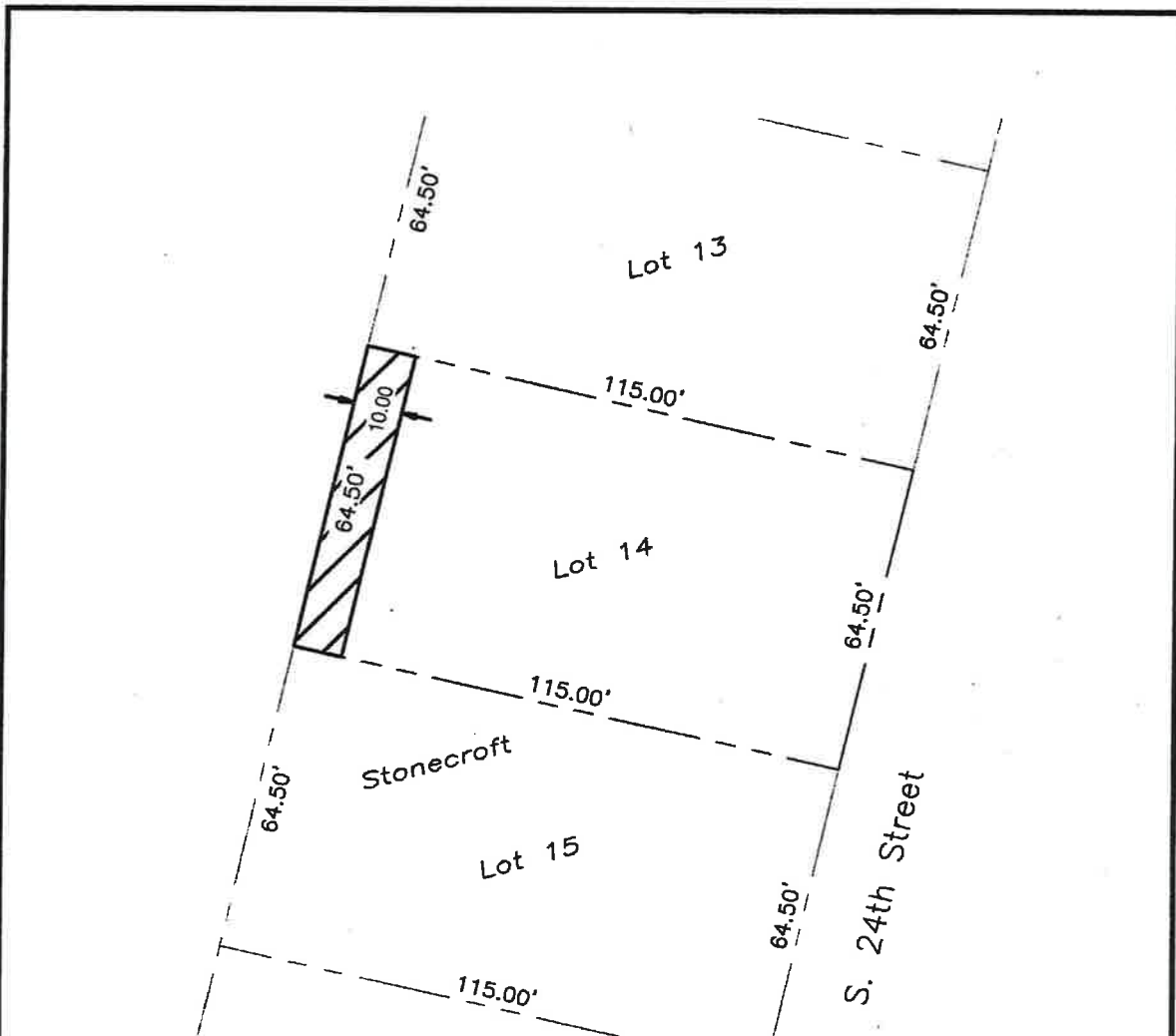
STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this _____ day of _____, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came _____

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(S E A L)

NOTARY PUBLIC



Legal Description - Temporary Easement

A PARCEL OF LAND LOCATED IN LOT 14, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 14 CONTAINING 645 SQUARE FEET, MORE OR LESS.



Lot 14 - Stonecroft



TEMPORARY EASEMENT: 645 S.F.

TRACT NO.: 09

PROJECT NO.: 24-2773

PREPARE DATE: 03/12/25

REVISION DATE: _____

TRACT 9



August 29, 2025

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Whitted Creek - 25th Street, Lynwood to Blackhawk
Project # BPW-240124
Tract #13

Dear Mr. Krager:

Enclosed is an executed copy of the Temporary Easement for Tract 13, Chun Cha and Sang Il Yi. The authorized representative of the City of Bellevue will need to sign the contract. The signed original is to be kept by the City of Bellevue and placed in the completed file. A copy of the executed contract should be sent with payment to the property owner.

Please send a copy of the executed Temporary Easement Contract and a check in amount of \$2,610.00 made payable to:

**Chun Cha Yi and Sang Il Yi
13204 South 24th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to cschescke@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Caleb Schescke
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: BPW-240124
Tract No.: 13

STATEMENT OF JUST COMPENSATION 2

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Chun Cha Yi and Sang Il Yi**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 645 SF x \$7.00/SF x 10% x 2 Years	\$	<u>910.00</u> ®
Fence Damages: Chain Link Fence	\$	<u>1,200.00</u>
Remove and Reinstall Swing Set	\$	<u>500.00</u>
Total Amount Offered	\$	<u>2,610.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 27th day of August, 2025, and the total amount of this offer is **\$2,610.00**.

Sincerely,



Caleb Schescke
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25th Street Lynwood to Blackhawk
PROJECT # BPW-240124

TRACT: 13

KNOW ALL MEN BY THESE PRESENTS:

That **CHUN CHA YI and SANG IL YI, Husband and Wife**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **TWO THOUSAND, SIX HUNDRED TEN and NO/100 DOLLARS, (\$2,610.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, and grading within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

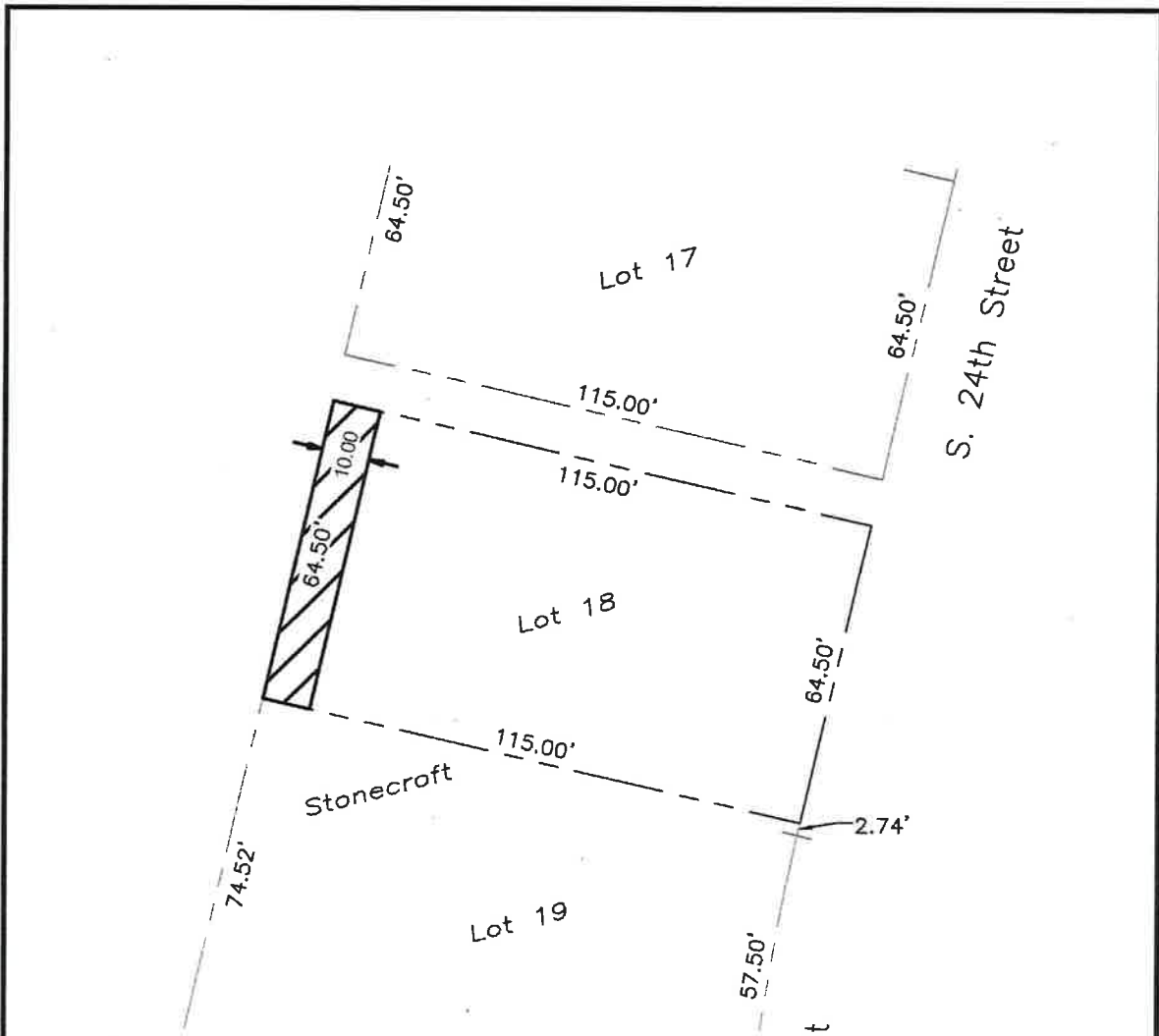
As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings, not located in the public right of way, of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and construction related to improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.
7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as

may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.

8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]



Legal Description - Temporary Easement

A PARCEL OF LAND LOCATED IN LOT 18, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 18 CONTAINING 645 SQUARE FEET, MORE OR LESS.



Lot 18 - Stonecrot



TEMPORARY EASEMENT: 645 S.F.

TRACT NO.: 13

PROJECT NO.: 24-2773

PREPARE DATE: 03/14/25

REVISION DATE: _____

TRACT 13

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
9/16/2025

COUNCIL MEETING DATE: 9/16/2025		SUBMITTED BY: David Goedeken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

240109 - CIPST25 M146(338B) Mission Ave Reconstruction & Streetscape - Acquisition of Temporary Easements

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the Mission Ave Reconstruction & Streetscape Project. The complete documentations is available upon request. This group of Acquisitions are for the following TRACTS: 1, 3, 4&5, 10, 11&12, and 32 in the amount of \$4,030.00. Complete documentation for each TRACT is available upon request.

FISCAL IMPACT?: \$4,030 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 240109 - CIPST25 M146(338B) Mission Ave Reconstruction & Streetscape

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 240109 - CIPST25 M146(338B) Mission Ave Reconstruction & Streetscape

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

CIP PROJECT NAME: Mission Ave Reconstruction & Streetscape CIP PROJECT NUMBER: ST25

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend the City Council review and recommend the Mayor to approve the Acquisition of Temporary Easements for the Mission Ave Reconstruction & Streetscape for TRACTS: 1, 3, 4&5, 10, 11&12, and 32 in the amount of \$4,030.00.

ATTACHMENTS:

- MWROW Cover Letter
- Temporary Easements
- Statement of Just Compensation
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Hillis
[Signature]
[Signature]

*REVISED 1/2024



08/26/25

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Mission Avenue Improvements
Project # M146 (388B)
Tract #1

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 1, Bellevue School District. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent to the property owner.

Please send an original executed Temporary Easement Contract to the below address, with no payment as Bellevue Public schools have elected to donate the Temporary Easement:

**Bellevue School District
2600 Arboretum Drive
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: M146 (388B)
Tract No.: 1

STATEMENT OF JUST COMPENSATION

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 1, SARPY COUNTY, NEBRASKA, also appearing of record as Board of Education of School District No. One of Sarpy County, Nebraska, also appearing of record as The Board of Education of School District No. number One of the County of Sarpy and State of Nebraska, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 237 SF x \$7.00/SF x 10% x 2 Years	\$	<u>340.00 ®</u>
	\$	
Total Amount Offered	\$	<u>340.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 18 day of August, 2025, and the total amount of this offer is \$340.00.

Sincerely,



Jim Abbott
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements
PROJECT # M146 (388B)

TRACT: 1

KNOW ALL MEN BY THESE PRESENTS:

That BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 1, SARPY COUNTY, NEBRASKA, also appearing of record as Board of Education of School District No. One of Sarpy County, Nebraska, also appearing of record as The Board of Education of School District No. number One of the County of Sarpy and State of Nebraska, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of ONE and NO/100 DOLLARS, (\$1.00) and other valuable consideration, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the CITY of BELLEVUE, NEBRASKA, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

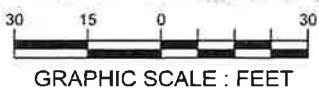
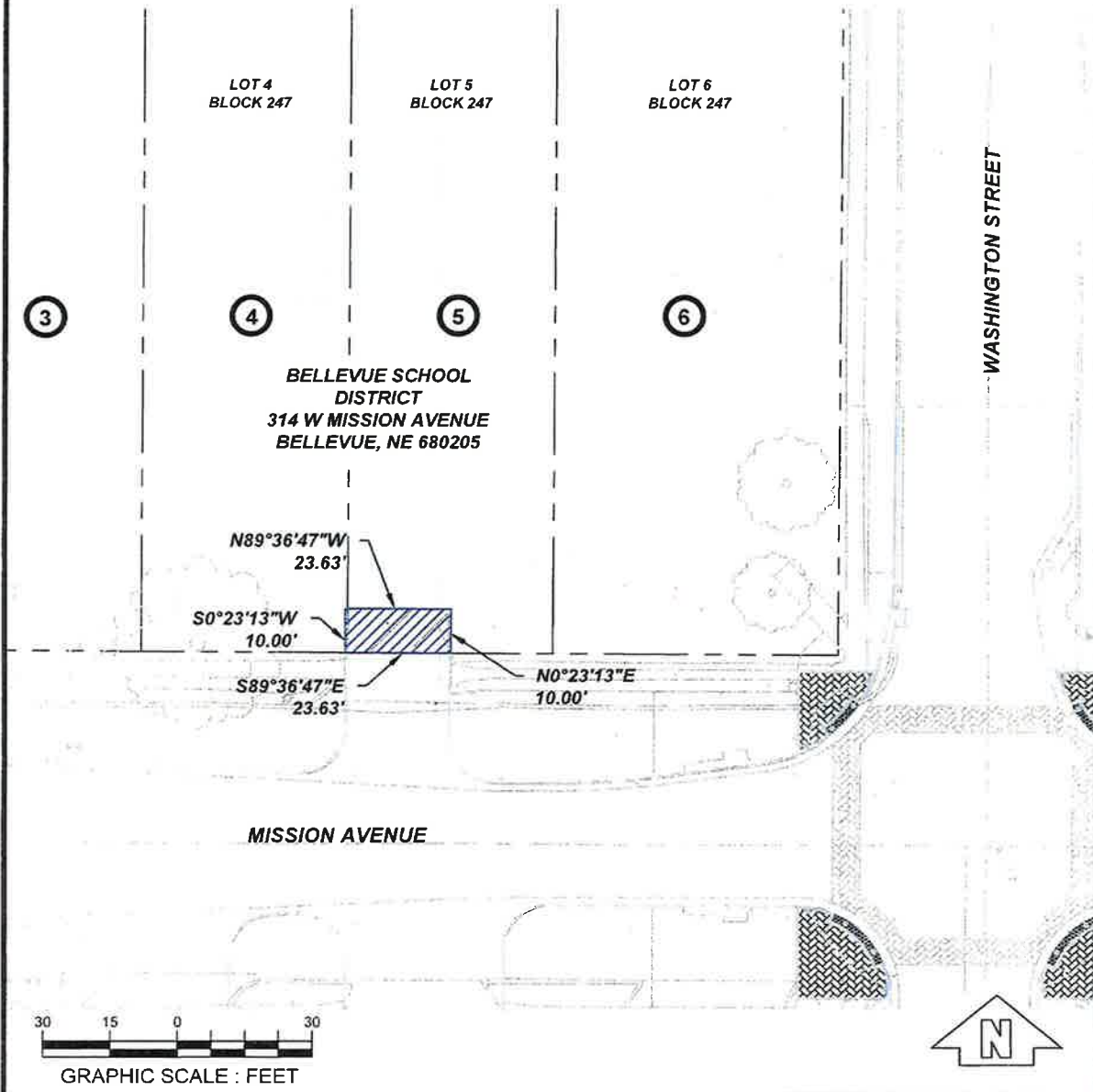
As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.

6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.
7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT 1



CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Bellevue School District Parcel Address: 314 W Mission Avenue Bellevue, NE 68005	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;"></td> <td style="width: 60%;">TEMPORARY EASEMENT:</td> <td style="width: 25%; text-align: right;">237 S.F.</td> </tr> <tr> <td colspan="3">Project No. M146 (388B)</td> </tr> <tr> <td colspan="3">Project Name: Mission Avenue Improvements</td> </tr> </table>		TEMPORARY EASEMENT:	237 S.F.	Project No. M146 (388B)			Project Name: Mission Avenue Improvements		
	TEMPORARY EASEMENT:	237 S.F.								
Project No. M146 (388B)										
Project Name: Mission Avenue Improvements										
Tract No.: <u>1</u>	Date Prepared: <u>02/27/2025</u>	Revision Date(s):	Page 2 of 2							

TRACT 1



08/28/25

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Mission Avenue Improvements
Project # M146 (388B)
Tract #3

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 3, Daniel and Anna Botsford. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$460.00 made payable to:

**Daniel Botsford and Anna Botsford
215 West Mission Avenue
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: M146 (388B)
Tract No.: 3

STATEMENT OF JUST COMPENSATION


The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Daniel Botsford**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 328 SF x \$7.00/SF x 10% x 2 Years	\$	<u>460.00</u> ®
	\$	
Total Amount Offered	\$	<u>460.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 26 day of August, 2025, and the total amount of this offer is **\$460.00**.

Sincerely,


Jim Abbott
Right of Way Agent

Anna Wiza

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements
PROJECT # M146 (388B)

TRACT: 3

KNOW ALL MEN BY THESE PRESENTS:

That DANIEL BOTSFORD, a married person and
ANNE Botstford wife

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **FOUR HUNDRED SIXTY and NO/100 DOLLARS, (\$460.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

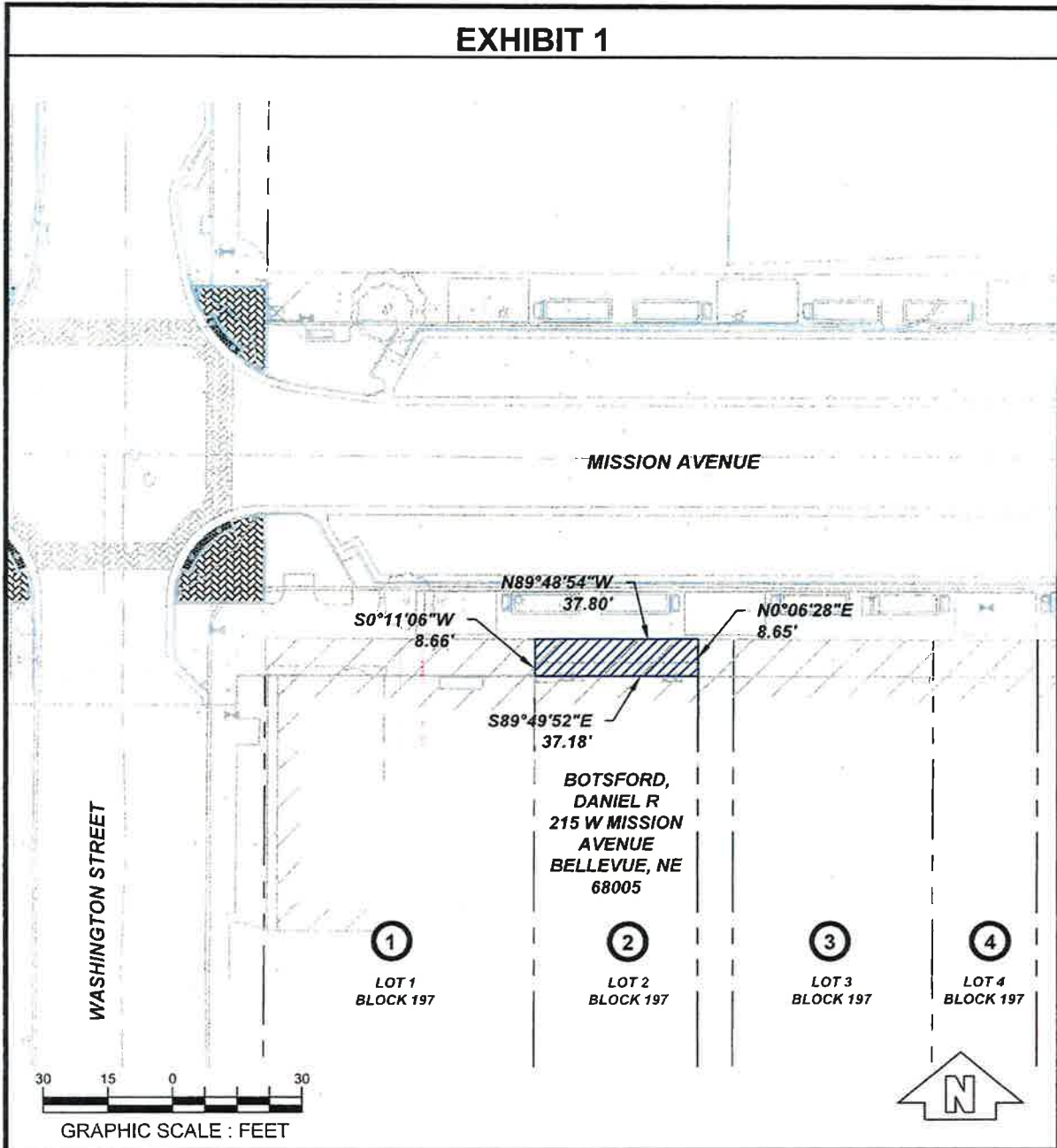
As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT 1



CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Daniel R Botsford

Parcel Address: 215 W Mission Avenue
Bellevue, NE 68005



TEMPORARY EASEMENT: 328 S.F.

Project No. M146 (388B)

Project Name: Mission Avenue Improvements

Tract No.: 3

Date Prepared: 02/27/2025

Revision Date(s):

Page 2 of 2

TRACT 3



08/26/25

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Mission Avenue Improvements
Project # M146 (388B)
Tract #4 & 5

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 4 & 5, Fraternal Order of Eagles Aerie 3912. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$1,190.00 made payable to:

**Fraternal Order of Eagles Aerie 3912
c/o: Pat O'Connor
209 West Mission Avenue
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: M146 (388B)
Tract No.: 4 & 5

STATEMENT OF JUST COMPENSATION

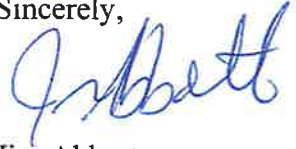
The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Fraternal Order of Eagles Aerie 3912**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 850 SF (469 + 381) x \$7.00/SF x 10% x 2 Years	\$	<u>1,190.00</u>
	\$	<u> </u>
Total Amount Offered	\$	<u>1,190.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 18 day of August, 2025, and the total amount of this offer is **\$1,190.00**.

Sincerely,

Jim Abbott
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements
PROJECT # M146 (388B) TRACT: 4 & 5

KNOW ALL MEN BY THESE PRESENTS:

That **FRATERNAL ORDER OF EAGLES, AERIE NO. 3912, also appearing of record as Fraternal Order of Eagles Aerie 3912, also appearing of record as Fraternal Order of Eagles, Aerie #3912,** herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **ONE THOUSAND, ONE HUNDRED NINETY and NO/100 DOLLARS, (\$1,190.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA,** its successors and assigns, herein called "Grantee", the **RIGHT, PRIVILEGE and EASEMENT** to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED by the Owner this 18 day of August, 2025.

CORPORATE ACKNOWLEDGMENT

OWNER: FRATERNAL ORDER OF EAGLES, AERIE NO. 3912, also appearing of record as Fraternal Order of Eagles Aerie 3912, also appearing of record as Fraternal Order of Eagles, Aerie #3912

Patrick O'Connor
BY

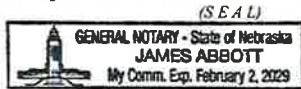
Joe O'Shea
ATTEST

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this 18 day of August, 2025, before me, a General Notary Public duly commissioned and qualified, came Patrick O'Connor (President), Joe O'Shea (Trustee)

the duly authorized representative(s) of FRATERNAL ORDER OF EAGLES, AERIE NO. 3912, also appearing of record as Fraternal Order of Eagles Aerie 3912, also appearing of record as Fraternal Order of Eagles, Aerie #3912, who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.



James Abbott
NOTARY PUBLIC

EXECUTED by the City this _____ day of _____, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

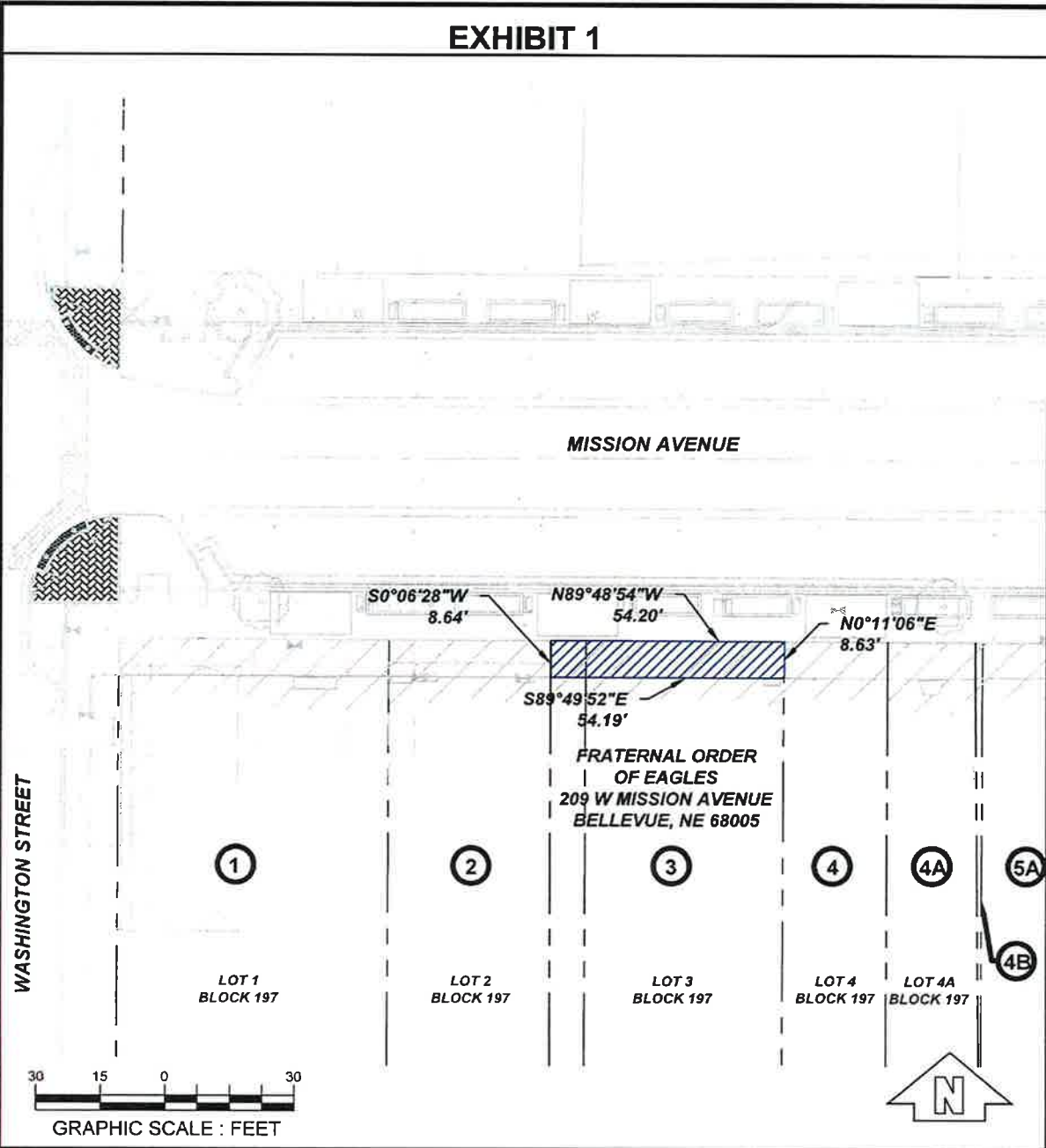
Dated this _____ day of _____, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came _____

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(S E A L)

NOTARY PUBLIC

EXHIBIT 1

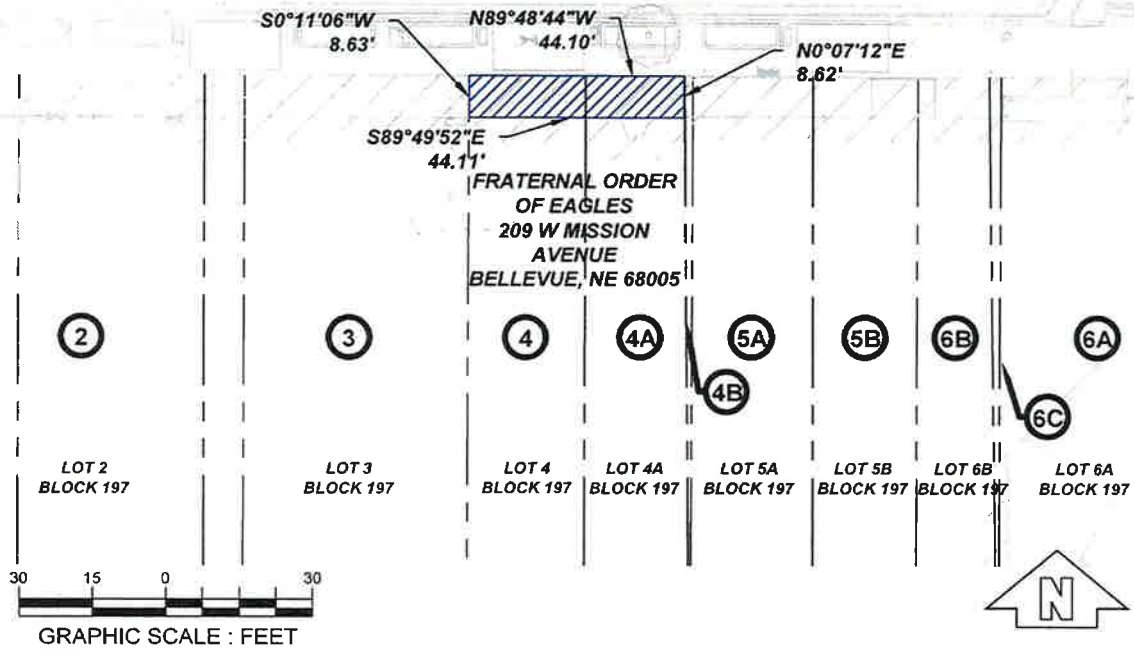


CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Fraternal Order of Eagles Parcel Address: 209 W Mission Avenue Bellevue, NE 68005	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"></td> <td style="font-weight: bold;">TEMPORARY EASEMENT:</td> <td style="text-align: right;">469 S.F.</td> </tr> <tr> <td colspan="3">Project No. M146 (388B)</td> </tr> <tr> <td colspan="3">Project Name: Mission Avenue Improvements</td> </tr> </table>		TEMPORARY EASEMENT:	469 S.F.	Project No. M146 (388B)			Project Name: Mission Avenue Improvements		
	TEMPORARY EASEMENT:	469 S.F.								
Project No. M146 (388B)										
Project Name: Mission Avenue Improvements										
Tract No.: 4	Date Prepared: 02/27/2025	Revision Date(s):	Page 2 of 2							

EXHIBIT 1

MISSION AVENUE



CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Fraternal Order of Eagles Parcel: 209 W Mission Avenue Address: Bellevue, NE 68005	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"></td> <td>TEMPORARY EASEMENT: _____</td> <td style="text-align: right;">381 S.F.</td> </tr> <tr> <td colspan="3">Project No. M146 (388B)</td> </tr> <tr> <td colspan="3">Project Name: Mission Avenue Improvements</td> </tr> </table>		TEMPORARY EASEMENT: _____	381 S.F.	Project No. M146 (388B)			Project Name: Mission Avenue Improvements		
	TEMPORARY EASEMENT: _____	381 S.F.								
Project No. M146 (388B)										
Project Name: Mission Avenue Improvements										
Tract No.: <u> 5 </u>	Date Prepared: <u> 02/27/2025 </u>	Revision Date(s):	Page 2 of 2							

TRACT 4 & 5



08/26/25

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Mission Avenue Improvements
Project # M146 (388B)
Tract #10

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 10, Mape, LLC. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$480.00 made payable to:

**Mape, LLC
c/o Meghann Longo Deitz
121 West Mission Avenue
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: M146 (388B)
Tract No.: 10

STATEMENT OF JUST COMPENSATION


The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Mape, LLC**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 342 SF x \$7.00/SF x 10% x 2 Years	\$	<u>480.00</u> ®
	\$	<u> </u>
Total Amount Offered	\$	<u>480.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 20 day of August, 2025, and the total amount of this offer is **\$480.00**.

Sincerely,


Jim Abbott
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements
PROJECT # M146 (388B)

TRACT: 10

KNOW ALL MEN BY THESE PRESENTS:

That MAPE, LLC,

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **FOUR HUNDRED EIGHTY and NO/100 DOLLARS, (\$480.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED by the Owner this 20 day of August, 2025.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

OWNER: MAPE, LLC

Meghan Longo Dietz
By Managing Member

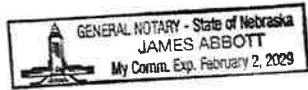
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Dated this 20 day of August, 2025, before me, a General Notary Public duly commissioned and qualified, came Meghan Longo Dietz, Owner

Managing Member of Mape, LLC
to me personally known to be the respective officer of said Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year above written.

(SEAL)



James Abbott
NOTARY PUBLIC

EXECUTED by the City this _____ day of _____, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Dated this _____ day of _____, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came _____

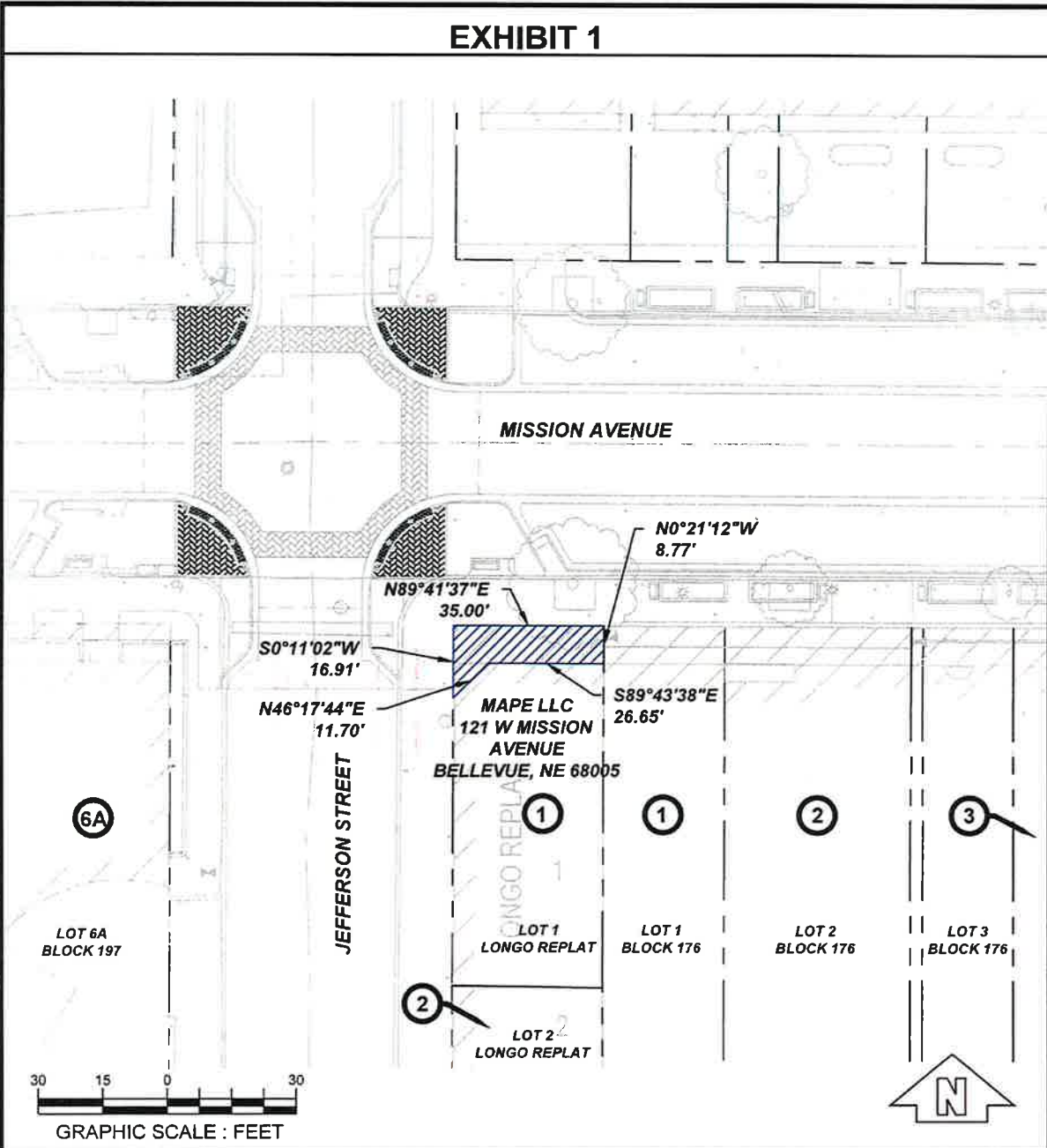
the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.


(SEAL)

NOTARY PUBLIC

EXHIBIT 1



CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): MAPE LLC	 TEMPORARY EASEMENT: 342 S.F.
Parcel Address: 121 W Mission Avenue Bellevue, NE 68005	Project No. M146 (388B)
Project Name: Mission Avenue Improvements	
Tract No.: 10	Date Prepared: 02/28/2025
Revision Date(s):	Page 2 of 2

TRACT 10



08/28/25

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Mission Avenue Improvements
Project # M146 (388B)
Tract #11 & 12

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 11 & 12, Lumax Properties, LLC. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$880.00 made payable to:

**Lumax Properties, LLC
c/o: John Jungers
101 West Mission Avenue
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: M146 (388B)
Tract No.: 11 & 12

STATEMENT OF JUST COMPENSATION

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Lumax Properties, LLC**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 625 SF (246 + 379) x \$7.00/SF x 10% x 2 Years	\$	<u>880.00</u> ®
	\$	
Total Amount Offered	\$	<u>880.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 19 day of August, 2025, and the total amount of this offer is **\$880.00**.

Sincerely,



Jim Abbott
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements
PROJECT # M146 (388B)

TRACT: 11 & 12

KNOW ALL MEN BY THESE PRESENTS:

That LUMAX PROPERTIES, LLC

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **EIGHT HUNDRED EIGHTY and NO/100 DOLLARS, (\$880.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED by the Owner this 19 day of August, 2025.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

OWNER: LUMAX PROPERTIES, LLC

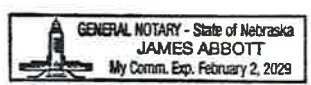
By Managing Member _____
STATE OF NEBRASKA _____)

) ss.
COUNTY OF SARPY _____)

Dated this 19 day of August, 2025, before me, a General Notary Public
duly commissioned and qualified, came John Jurgens

Managing Member of LUMAX PROPERTIES, LLC
_____, to me personally known
to be the respective officer of said Limited Liability Company and the identical person whose name is
affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective
voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year above written.
(S E A L)



James Abbott
NOTARY PUBLIC

EXECUTED by the City this ____ day of _____, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF NEBRASKA _____)
) SS
COUNTY OF SARPY _____)

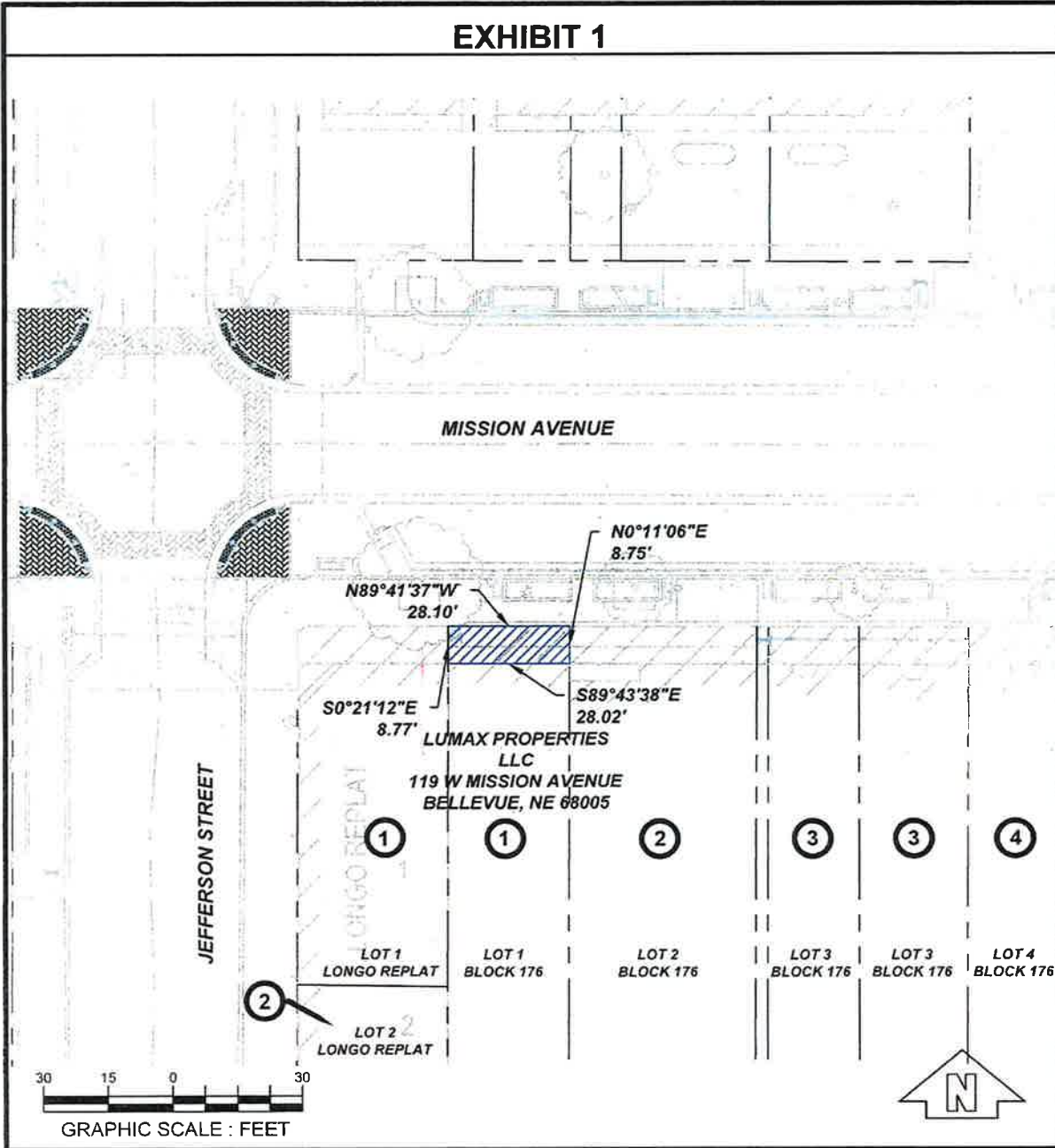
Dated this ____ day of _____, 2025, before me, a General Notary
Public, duly commissioned and qualified, personally came _____

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s)
whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary
act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(S E A L)

NOTARY PUBLIC

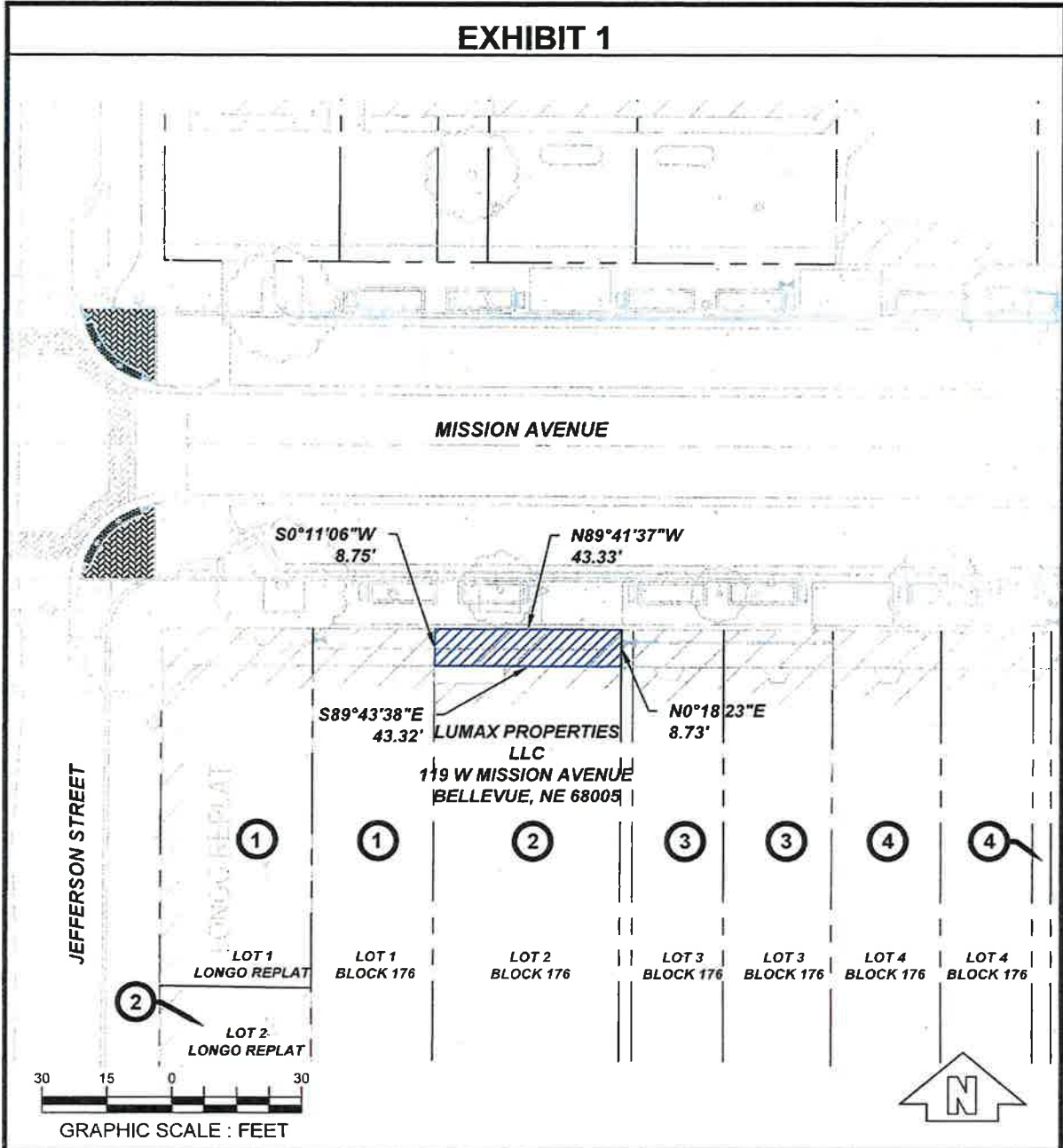
EXHIBIT 1



CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Lumax Properties LLC Parcel Address: 119 W Mission Avenue Bellevue, NE 68005	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;"></td> <td>TEMPORARY EASEMENT: <u>246</u> S.F.</td> </tr> <tr> <td colspan="2">Project No. M146 (388B)</td> </tr> <tr> <td colspan="2">Project Name: Mission Avenue Improvements</td> </tr> </table>		TEMPORARY EASEMENT: <u>246</u> S.F.	Project No. M146 (388B)		Project Name: Mission Avenue Improvements	
	TEMPORARY EASEMENT: <u>246</u> S.F.						
Project No. M146 (388B)							
Project Name: Mission Avenue Improvements							
Tract No.: <u>11</u> Date Prepared: <u>02/28/2025</u>	Revision Date(s): <div style="text-align: right;">Page 2 of 2</div>						

EXHIBIT 1



CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Lumax Properties LLC Parcel Address: 119 W Mission Avenue Bellevue, NE 68005	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;"></td> <td>TEMPORARY EASEMENT: _____</td> <td style="text-align: right;">379 S.F.</td> </tr> <tr> <td colspan="3">Project No. M146 (388B)</td> </tr> <tr> <td colspan="3">Project Name: Mission Avenue Improvements</td> </tr> </table>		TEMPORARY EASEMENT: _____	379 S.F.	Project No. M146 (388B)			Project Name: Mission Avenue Improvements		
	TEMPORARY EASEMENT: _____	379 S.F.								
Project No. M146 (388B)										
Project Name: Mission Avenue Improvements										
Tract No.: <u>12</u> Date Prepared: <u>02/28/2025</u>	Revision Date(s): _____	Page 2 of 2								

TRACT 11 & 12



08/26/25

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Mission Avenue Improvements
Project # M146 (388B)
Tract #32

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 32, Lawrence F. and Renee M. Chandler. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$680.00 made payable to:

**Lawrence F. Chandler , III and Renee M. Chandler
411 East 22nd Avenue
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska
Project No.: M146 (388B)
Tract No.: 32

STATEMENT OF JUST COMPENSATION

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Lawrence F., III and Renee M. Chandler**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Land Acquisition: 481 SF x \$7.00/SF x 10% x 2 Years	\$	<u>680.00</u> ®
	\$	<u> </u>
Total Amount Offered	\$	<u>680.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 17 day of July, 2025, and the total amount of this offer is **\$680.00**.

Sincerely,



Jim Abbott
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements
PROJECT # M146 (388B)

TRACT: 32

KNOW ALL MEN BY THESE PRESENTS:

That LAWRENCE F. CHANDLER, III and RENEE M. CHANDLER, husband and wife as joint tenants with right of survivorship, and not as tenants in common, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of SIX HUNDRED EIGHTY and NO/100 DOLLARS, (\$680.00), duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the CITY of BELLEVUE, NEBRASKA, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.
9. The project will install a gravel access drive from the alley to the owner's driveway. If the owner's chooses to have the access driveway remain permanently the city will grant the request, but the owners must notify the project manager no more than one week from the installation of the gravel access drive. All future maintenance and repairs will be the responsibility of the property owners.
10. The city will remove the no parking signs on the south side of East 22nd Avenue, but the north side no parking will remain. Parking on the south side will be regulated per the City of Bellevue parking regulations to include no vehicle or material storage, parking distances from hydrants and mailboxes, driveway obstruction, overnight parking, etc.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED by the Owner this 22 day of August, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

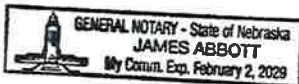
[Signature]
LAWRENCE F. CHANDLER, III

[Signature]
RENEE M. CHANDLER

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this 22 day of August, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Lawrence F. Chandler, III and Renee M. Chandler to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.
(SEAL)



[Signature]
NOTARY PUBLIC

EXECUTED by the City this _____ day of _____, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

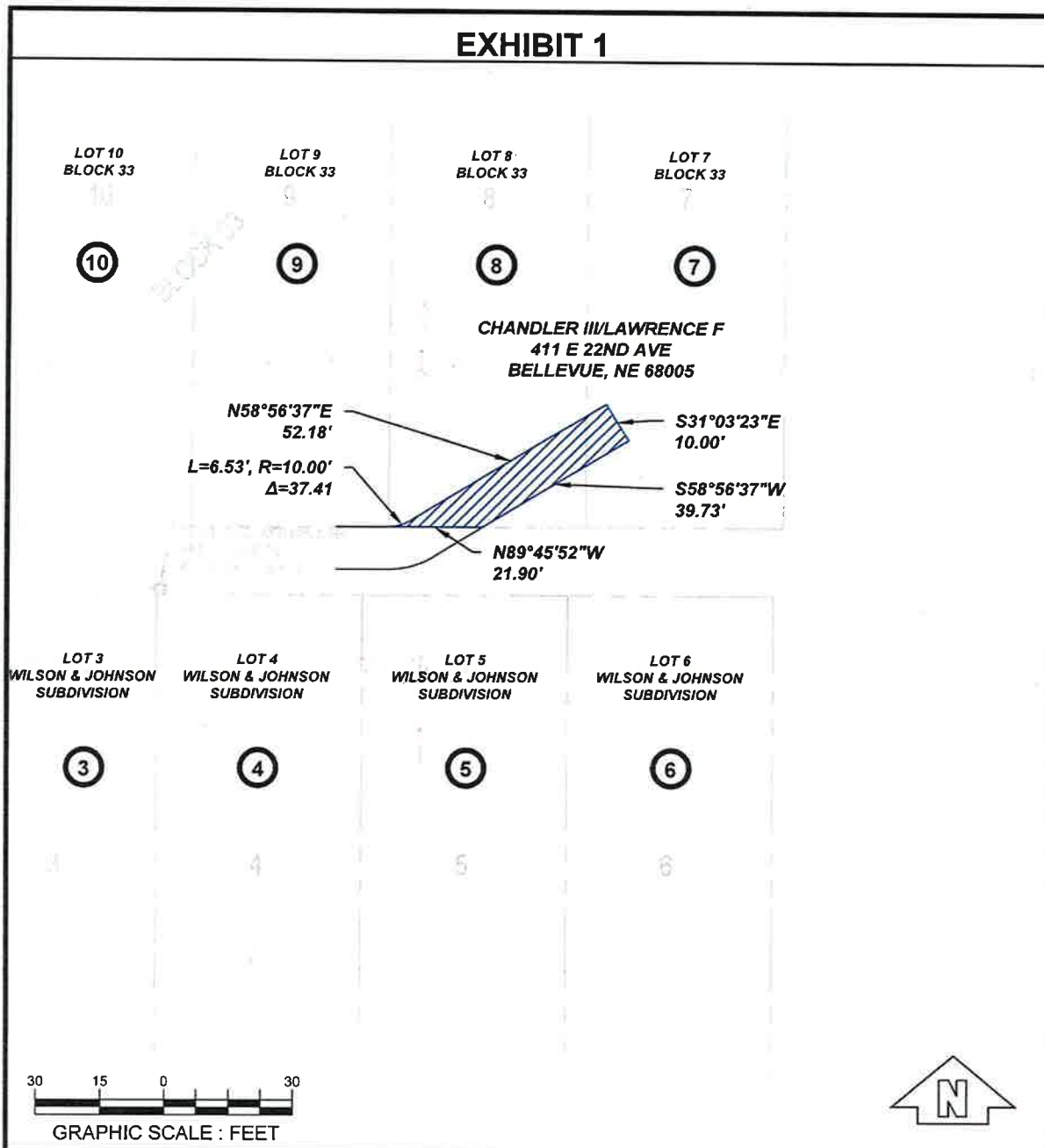
Dated this _____ day of _____, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came _____

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(SEAL)

NOTARY PUBLIC

EXHIBIT 1



CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Lawrence F Chandler III Parcel Address: 411 E 22ND AVE Bellevue, NE 68005	<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 30px; height: 15px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></div> TEMPORARY EASEMENT: _____ 481 S.F.
Project No. M146 (388B)	
Project Name: Mission Avenue Improvements	
Tract No.: <u>32</u>	Date Prepared: <u>04/02/2025</u>
Revision Date(s):	Page 2 of 2

TRACT 32

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
9/16/2025

COUNCIL MEETING DATE: 9-16-2025		SUBMITTED BY: Todd Jarosz	
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 tire balance machine

SYNOPSIS/BACKGROUND:

Pay for the purchase of tire balance machine
Vendor is Danielson Tech Supply
The current machine will be sold

FISCAL IMPACT: \$16558.80 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: 6415, 6433 ACCOUNT NUMBER: 16 Fleet Maint.

RECOMMENDATION:

Pay for purchase.
Purchase was authorized by Finance

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Danielson Invoice | 2. Corhi brand price | 3. Coats brand price |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



Temp-Return Service Requested

CITY OF BELLEVUE
 1500 WALL STREET
 BELLEVUE NE 68005-5299

INVOICE

Please include your invoice number on the check.

Thank you.

Please remit to:
 Danielson / Tech Supply
 10601 Lackman Road
 Lenexa, KS 66219

Invoice Date	Invoice No.
09/08/25	143976
Time	Page
13:12:04	1 of 1

Ship To:

CITY OF BELLEVUE
 2012 BETZ RD
 BELLEVUE NE 68005-3509

Contact us at any of the following:
 Phone 402.896.3200 800.237.9087
 www.techsupply.biz Fax 402.896.6670

Co./Customer Number	Order Number	Customer Purchase Order	Territory	Sales Rep.
5/0000075400	20231/00	TODD	53	53
Shipment/Tracking Number	Ship Via	Payment Type	Terms	
	OUR TRUCK	A/R Payment	Net 30 Days	

Item Number/Description	U/M	Ordered	Backordered	Shipped	Sell Price	Total
RFE00 Hunter Wheel Balancer Road Force Elite	EA	1		1	15435.500	15,435.50
FREIGHT Freight	EA	1		1	500.000	500.00
TARIFF Tariff Charge	EA	1		1	623.300	623.30
SN# _____						

INVOICE DUE: 10/08/25

Ship Date: 9/05/25	11576	Sub-Total	16,558.80
Comments / Special Instructions		Sales Tax	
A 3.5% processing fee will be applied to all credit card payments. PAST DUE AMOUNTS MAY BE SUBJECT TO A SERVICE		Total	16,558.80
		Less Deposit	



We Influence The World!

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Dave Goedecken
From: Todd Jarosz
Subject: Tire Balancing Machine replacement
Date: 9-4-2025

We change/repair on average over 2000 medium trucks, automotive and smaller tires a year down at Fleet. The current tire balancing machine is over 10 years old and is in need to be replaced. The biggest problem we are running into is that our balancing machine will only do up to 20" automotive tires and will not balance the medium trucks or med units. Currently we must take our medium truck and med unit tires to GCR tire on 60th and L street in Omaha to have them balanced, it has become a very crucial vital element with the newer med units.

There is only one company that sells and services tire machines in Omaha/Bellevue and that is Danielson Equipment. I have received a quote from them on a tire machine that will benefit the City of Bellevue in many ways. It is capable of performing the job we need, from 15" tires all the way up to 30" tires. I have also included the prices of two other tire balancing machines that can be purchased on. Danielson Equipment said they may be able to service the Hunter brand if we decide to go that way. With the on-line purchase of tire machines this does not include the cost of shipping so that will be extra.

I have listed below the brand name, cost of the new tire balancing machine and where we would need to purchase them.

- Hunter RFE00 with road force balancing - \$16,558.80 - Purchase through Danielson Equipment includes shipping.
- Coats 6450-2DK heavy duty balance - \$20,450.00 - Online purchase
- Corghi EM9980C - \$17,240.00 - Online purchase.

Other advantages that will come with the purchase are Speed and reliability of the new machine, the memory ability for repeat of all the tires being balanced and the road force which balances with real world road simulation.

It is my recommendation to purchase the Hunter RFE00 Tire balancing Machine for the price of \$16558.80 from the local sales and service supplier Danielson Equipment. I have funds budgeted for this purchase. I have included their quote and copies of the online Tire Machines.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue



Corghi | SKU: EM9980C

Corghi EM9980C Plus Touchless Wheel Balancer

\$17,240.00



Synchrony Flex Credit Card: \$719/mo suggested payments with 24-month special financing. [Learn how](#)

 **Pre-Qualify for Financing**
Example Payment: \$431/month

Shipping FAQ's

1

Add to cart

 Call or Text 866-774-7743

Description

Specifications

Downloads

Reviews

Corghi EM9980C Plus Touchless Wheel Balancer

Super-automatic diagnostic wheel balancer that works without ever touching the wheel.

Product Features

Measures Dimensions with Touchless System

Automatic positioning

Counterweight Application

Run-Out by Laser

Touchscreen Interface

Weight management

USB Ports

Multi-function (One-Touch) Button

Weight Tray

Space-saving Wheel Casing (Patented)

Inclined Front Part

Rear Splash Guard

Side storage for the Collets

Product Specifications

Max. Wheel Diameter w/Guard	44" (1,117 mm)
Max Wheel Width w/Guard	23.6" (600 mm)
Max. Wheel Weight (ground fastening)	165 lbs. (75kg)
Rim Diameter Setting Range	1.5-20" (38-508 mm)
Rim Diameter Setting Range	1-35" (25-889 mm)
Rim Diameter Measurement Range	11-32" (280-812mm)
Shaft Diameter	40mm
Maximum Wheel/Machine Distance	10.82" (275mm)

Balancing Speed	75-85-98 rpm
Max. Unbalance Value Calculated	35.3 oz 999g
Unbalance Measurement Accuracy	0.0353 oz (1g)
Average Measurement time	5.5 Seconds
Total Power Absorption	400 W
Power Supply	110V/230V / 50/60 Hz / 1 PH
Max Dimensions	1616 mm L x 894 mm D x 1860 mm H

Downloads



Manual

760-696-3571 

[Login or Sign Up](#) 

Call toll Free

844-524-9058

for specials of the day

Mon-Sat 6AM-6PM Pacific Standard Time

We Accept checks and credit cards



Most orders ship in 1-3 business days

DISCOUNTS FOR ALL FIRST TIME BUYERS ON CERTAIN PRODUCTS

Call toll Free

844-524-9058

for specials of the day

Mon-Sat 6AM-6PM Pacific Standard Time

We Accept checks and credit cards




Most orders ship in 1-3 business days

DISCOUNTS FOR ALL FIRST TIME BUYERS ON CERTAIN PRODUCTS

Excellent



Based on 595 reviews

[Home](#) / [WHEEL BALANCERS](#) /  [Coats Wheel Balancers](#) / [COATS 6450-2DK Heavy Duty Wheel Balancer Kit](#)

SHOP BY CATEGORY

BIG SAVINGS

COOL BOSS

POPULAR BENDPAK/RANGER EQUIPMENT

AC EQUIPMENT

ACCESSORIES

AIR COMPRESSORS

ATLAS EQUIPMENT

AUTO BODY EQUIPMENT



COATS 6450-2DK Heavy Duty Wheel Balancer Kit

Coats

\$20,450.00

Financing as low as \$619.70/month
[Click here to apply!](#)

☆☆☆☆☆ (No reviews yet)

[Write a Review](#)

Shipping: Free Shipping

Quantity:

[ADD TO C](#)

AUTOMOTIVE ▼
LIFTS

BENDPAK
EXHAUST PIPE
BENDERS

BENDPAK LIFTS ✕

BENDPAK PIPE
BENDERS

BRAKE LATHES

BUS AND TRUCK
EQUIPMENT

CAR HOIST

CAR LIFT

CHALLENGER
LIFTS

COATS TIRE ▼
EQUIPMENT

CORGHI USA ▼

DANNMAR
EQUIPMENT

DIAGNOSTIC
SCANNERS

FORWARD LIFTS

FRAME
MACHINES

HEAVY DUTY
LIFTS

HOFMANN

LAUNCH LIFTS

LUBRICATION
EQUIPMENT



ADD TO
WISH LIST



Overview

Reviews

PRODUCT DESCRIPTION

DISCONTINUED!! REPLACED BY [6450-3DK](#)

Coats 6450-2D (K) Heavy-Duty Balancer Kit

Kit Includes:

- 6450-2D | Wheel Balancer (*Your Choice of 1PH or 3PH*)
- 8143935 | Lug Centered Budd Plate Adapter
- 8109877 | Hub Centered Budd Adapter
- 575 | Wheel Lift

Take control of your toughest jobs with Coats heavy duty wheel balancers. Our full line of heavy duty balancers are proven performers, and are some of the most robust wheel balancers you can buy. They also come standard with loads of features that make your job faster and easier.

From the first push of a button, you're in complete control. Load wheel parameters and automatically index the wheel to the weight positions. And with the Stop and Lock feature, you can lock the spindle firmly in place at the weight location for easier, more accurate weight installation. Coats heavy duty balancers also come standard with an AC Vector Drive motor, which shaves 20 seconds off a typical 22.5" wheel spin. And with the laser Tape-A-Weight weight placement capability, you'll achieve more one-spin balances than ever before.

It all adds up to making your toughest balancing jobs faster and easier, for years to come.

The Coats 6450 Series is a huge step forward. Bar none, one of the best Heavy-Duty Balancers in the business.

Features:

- Powerful 1.5 HP direct drive motor shaves 20 seconds off a typical 22.5" spin

MAXJAX

- Static on screen provides simultaneous display of static and dynamic data and identifies any excess residual static imbalance.

MOTORCYCLE EQUIPMENT

- DCS ensures the 6450 is the most accurate heavy duty balancer in car/light truck mode on the market, like two balancers in one.
- Laser weight placement for 3 parameter auto data entry in tape modes

PAINT SPRAY BOOTHS

- 500 lbs Met Lab / UL approved
- Designed for front line, high-volume balancing
- Easy-to-read LED readouts

PARTS WASHERS

Static on Screen Display | Simultaneous display of static and dynamic data identifies any excess residual static imbalance

QUICKJACK

RANGER TIRE EQUIPMENT ▼

Laser Guided Operation | Pinpoints accurate Tape-A-Weight placements

SHOP EQUIPMENT ▼

Direct Drive | Coats direct drive wheel balancers feature a uniquely designed dynamic section (the system that senses and reports vibration to the balancer). Our direct drive system integrates the balancer's robust motor and spindle into a single, factory pre-balanced assembly with ZERO noise that can result in balancing errors.

TIRE CHANGERS ✖

TRANSMISSION EQUIPMENT

Specifications:

TUXEDO EQUIPMENT ▼

- Model | 6450-2D
- Drive System | Direct
- Tire Diameter | 52"
- Rim Width | 20"
- Maximum Tire Weight | 500 lbs (UL)
- Self Calibrating | Yes
- On Screen Calibration Directions | Yes
- Auto Data Entry | 2 Parameter

WHEEL BALANCERS ▲

ATLAS WHEEL BALANCERS

Coats Wheel Balancers

CORGHI USA

HOFMANN

Ranger Wheel Balancers

Tux Equipment Wheel Balancers

- Stop On Top | No
- Auto Indexing | No
- Operator A & B | Yes
- Match Mount | Yes
- Motor Size | 1.5 hp Direct
- Cycle Time | R11 22.5 (200 lb) 18 sec.
- Cones | 2 Auto, 2 Light Truck
- Ounce/Gram Selectable | Yes
- Adapter Storage | Side Pegs
- Direct Weight Placement | Yes
- Monitor/Display | LED w/ Text Instruction Box
- Balancing Modes | 11
- Shaft Diameter | 2" (51 mm)
- Resolution Displayed | .01 oz.
- Accuracy | .01 oz.
- Round Off | 1/4 - 1/2 - 2 oz.
- Footprint | 72" w x 62" d

WHEEL BALANCER AND TIRE CHANGER COMBOS

WHEEL SERVICE

WORKBENCHES

3 IN 1 COMBO DEALS

- Shipping Weight | 1,100 lbs
- 220v/1ph @ 60hz | 850645002
- 220v/3ph @60hz | 850645003

Included Adapter Kits:

- 4 Cone Set / Range: 2.44" - 6.95"

Optional Adapter Kits *(Sold Separately)*:

- 8109877 | Hub Centered Budd Cone Kit / Range: 8.52" - 8.89"
- 8113043 | Deep Offset Plate Set (3) / Range: 4.922", 6.693", 4.561" and 4.766"
- [85009086 | HD Balancer Chuck with Plate](#) / Range: 8" - 12"
- 8110785 | Dayton Standard Center Adapter / Range: 20" - 22.5"
- 8110786 | Extension Kit for Standard Adapter / Range: 24.5" - 26"
- 8143935 | Stud Piloted Budd Adapter / Range: 22.5" and 24.5"

SHOP BY BRAND

BendPak

Ranger

Tux Equipment

Atlas

Coats

Autel

ideal

Robinair

Challenger lifts

HOFMANN

View all Brands

RECOMMENDED

COATS 6450-3DK
Heavy Duty Wheel



\$20,450.00

Financing as low as
\$619.70/month
Click here to apply!

ADD TO
CART

Hofmann geodyna™
980L Heavy-Duty



\$14,150.00

Financing as low as
\$428.79/month
Click here to apply!

ADD TO
CART

TUXEDO WB-448
Heavy-Duty Truck



\$3,550.00

Financing as low as
\$107.58/month
Click here to apply!

ADD TO
CART

COATS 885 Wheel
Balancer - 40mm



\$4,850.00

Financing as low as
\$146.97/month
Click here to apply!

ADD TO
CART

FIRE

TO: FINANCE
FROM: CINDY BISHOP

FUEL TRANSFERS - JULY 2025

To be charged to individual department codes and credited to Public Works

Department Name	Fund	Dept.	Proj	Sub Proj	G/L	Total Transfer
Police - Code Enforce	10	20	0	0	6200	
Fire - Communications	10	21	0	0	6200	
Permits & Inspections	10	19	0	0	6200	
Parks	10	11	0	0	6200	
Building Maintenance	10		0	0	6200	61.97
Police	10	20	0	0	6200	
Public Works	10	10	0	0	6200	
Fleet Maintenance	10	16	0	0	6200	151.15
Street	10	15	0	0	6200	3,313.31
Wastewater	20	00	0	0	6200	
Administration	10	02	0	0	6200	
Cemetery	10	14	0	0	6200	
Recreation	10	12	0	0	6200	
Human Services	10	08	0	0	6200	
Fire	10	21	0	0	6200	33.01
TOTAL						\$3,559.44

TO: FINANCE
FROM: CINDY BISHOP

FUEL TRANSFERS - AUGUST 2025

To be charged to individual department codes and credited to Public Works

Department Name	Fund	Dept.	Proj	Sub Proj	G/L	Total Transfer
Police - Code Enforce	10	20	0	0	6200	
Fire - Communications	10	21	0	0	6200	
Permits & Inspections	10	19	0	0	6200	
Parks	10	11	0	0	6200	93.24
Building Maintenance	10		0	0	6200	35.57
Police	10	20	0	0	6200	
Public Works	10	10	0	0	6200	
Fleet Maintenance	10	16	0	0	6200	
Street	10	15	0	0	6200	2,645.01
Wastewater	20	00	0	0	6200	
Administration	10	02	0	0	6200	
Cemetery	10	14	0	0	6200	
Recreation	10	12	0	0	6200	
Human Services	10	08	0	0	6200	
Fire	10	21	0	0	6200	36.04
TOTAL						\$2,809.86

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/16/2025		SUBMITTED BY: Rich Severson	
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:

Property Casualty Insurance Renewal FY25/26

SYNOPSIS/BACKGROUND:

The City of Bellevue's Property Casualty Insurance expires 09/30/2025. The insurance needs to be renewed for FY 25/26. The renewal premium is \$994,695 an increase of \$139,992. A substantial part of the increase comes from replacement cost appraisals going up, growth of our fleet with increased costs of newer vehicles, large physical damage losses during hail events and increasing our cyber security limits to coincide with our interlocal agreement with Sarpy County IT. The finance department reviewed different ways to implement and fund the property casualty with our broker to look at all possible savings for the city.

FISCAL IMPACT: \$994,695 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend accepting the attached proposal by the incumbents and renewing the City's property casualty insurance with a total premium of \$994,695.

ATTACHMENTS:

- 1. Explanation Letter
- 2. Premium Summary
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 



September 9, 2025

Mr. Scott Houghtaling
Risk Manager, City of Bellevue
1500 Wall St.
Bellevue, NE 68005

RE: City of Bellevue 2025-26 Property & Casualty Insurance Renewal

Scott

Please find the enclosed Property/Casualty insurance renewal for the City of Bellevue for the 10/1/2025-26 policy period. We are recommending renewing all coverage with the same carriers that are currently providing coverage terms to the city. Like last year's renewal, we saw continued rate pressure in some lines of coverage and across the board increased exposures in terms of property values, vehicles, and payrolls. Areas of more significant changes in premium and exposure include:

Property – While rate increases were tamer than last year's rate bump, we did continue to see a push for rate from Travelers in the low double-digit range (12%). The total insured values also went up almost 11% YOY. This bump in value was due to three larger buildings' replacement cost appraisals going up. The three locations where values went up were the fire department training, city hall, and public library. All other property values remained unchanged. The combination of rate and value inflation are the reason for the \$45,000 property premium increase. There are no changes in deductible terms this year.

Liability Package – Echoing a similar pattern as last year. The liability coverages for the city are up this year, primarily due to higher expected expenditures along with increased employee counts and growth of the fleet. Overall rate changes were small so most of the increase in liability costs were a product of growth in the city's operations. This growth impacted the rating basis for the general liability, law enforcement, public officials, employment practice, and umbrella liability policies.

Auto– Increased vehicle counts, and the addition of higher valued vehicles caused the total auto premium to push higher. One factor that continues to weigh on rates for this coverage category is the large auto physical damage losses experienced during the hail events of 2023.

Cyber – The Cyber premium is up this year solely because the City has made the decision to double the limits of liability from \$1,000,000 to \$2,000,000. Recently signed interlocal agreements with Sarpy IT which also carry \$2M in cyber coverage, was a major consideration towards this recommendation to increase the coverage limits.

Thanks again Scott for allowing our team at FNIC to be your trusted advisor in placing the property and casualty insurance for the City of Bellevue.

Sincerely,

Mark Frantz
Senior Vice President

Jeff Scanlan
Senior Vice President

The City of Bellevue
2025-26 Premium Summary



				RENEWAL	
COVERAGE	CARRIER	A.M. Best Rating	2024-2025	2025-2026	
PROPERTY	Travelers	A ++ XV	\$210,500	\$255,348	
INLAND MARINE	Travelers	A ++ XV	\$7,591	\$7,919	
GENERAL LIABILITY / EMPLOYEE BENEFIT LIABILITY	Travelers	A ++ XV	\$39,741	\$48,294	
LAW ENFORCEMENT LIABILITY	Travelers	A ++ XV	\$86,650	\$89,500	
PUBLIC ENTITY MANAGEMENT LIABILITY	Travelers	A ++ XV	\$15,205	\$19,250	
EMPLOYMENT PRACTICES LIABILITY	Travelers	A ++ XV	\$27,805	\$34,450	
CRIME	Chubb	A++ XV	\$1,854	\$1,826	
FIDUCIARY	Chubb	A++ XV	\$12,252	\$13,258	
AUTOMOBILE	Travelers	A ++ XV	\$159,500	\$189,199	
UMBRELLA EXCESS LIABILITY & E&O	Travelers	A ++ XV	\$47,852	\$61,600	
WORKERS' COMPENSATION BOND	MWECC	A+ XV	\$24,544	\$24,543	
WORKERS' COMPENSATION EXCESS	MWECC	A+ XV	\$130,629	\$144,854	
CYBER	Chubb	A++ XV	\$41,118	\$50,258	
DRONE LIABILITY	GLOBAL AEROSPACE	A+	\$1,032	\$5,896	
CONSULTING FEE			\$48,500	\$48,500	
ANNUAL PREMIUM YOY Comparison			\$854,773	\$994,695	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/16/2025		SUBMITTED BY: Administration	
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 one year bargaining agreement with the Bellevue Professional Management Association (BPMA)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the BPMA expires on September 30, 2025. Negotiations were held to achieve a new agreement for the period of October 1, 2025 through September 30, 2026. The draft redlined agreement showing changes made is attached for review and approval of the same.

FISCAL IMPACT: \$141,200 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CBA between the City and BPMA

CONTRACT EFFECTIVE DATE: 10/01/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 09/30/2026

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve collective bargaining agreement with the Bellevue Professional Management Association (BPMA) for the term October 1, 2025 through September 30, 2026.

ATTACHMENTS:

1. BPMA Redlined Proposed Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

**AGREEMENT
BETWEEN
CITY OF BELLEVUE, NEBRASKA
AND
THE BELLEVUE PROFESSIONAL MANAGEMENT ASSOCIATION**

October 1, 2021 to September 30, 2025
October 1, 2025 to September 30, 2026

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 – UNION RECOGNITION	3
ARTICLE 2 – NO DISCRIMINATION	3
ARTICLE 3 – NOTIFICATION	5
ARTICLE 4 – MANAGEMENT RIGHTS	5
ARTICLE 5 – GRIEVANCES AND ARBITRATION	7
ARTICLE 6 – INTRODUCTORY PERIOD	9
ARTICLE 7 – SENIORITY	10
ARTICLE 8 – LAYOFF AND RECALL	10
ARTICLE 9 – HOURS OF WORK	11
ARTICLE 10 – OVERTIME	12
ARTICLE 11 – CITY RULES	13
ARTICLE 12 – WAGES	13
ARTICLE 13 – LONGEVITY PAY	14
ARTICLE 14 – VACATION	15
ARTICLE 15 – HOLIDAYS	16
ARTICLE 16 – SICK LEAVE	17
ARTICLE 17 – FAMILY AND MEDICAL LEAVE	18
ARTICLE 18 – ALLOWANCES	18
ARTICLE 19 – BEREAVEMENT LEAVE	19
ARTICLE 20 – MILITARY LEAVE	19

ARTICLE 21 – HEALTH INSURANCE	20
ARTICLE 22 – EDUCATION INCENTIVE	22
ARTICLE 23 – NO STRIKE	23
ARTICLE 24 – SEPARABILITY SAVINGS AND COMPLETE AGREEMENT	23
ARTICLE 25 – PAST PRACTICE	23
ARTICLE 26 – UNION DUES	24
ARTICLE 27 – RETIREMENT CONTRIBUTION	24
ARTICLE 28 – DISCIPLINE	25
ARTICLE 29 – DURATION OF AGREEMENT	26
APPENDIX A – AUTHORIZATION FOR PAYROLL DEDUCTION	27
APPENDIX B – JOB CLASSIFICATION	28
APPENDIX C –WAGE SCALE	29

AGREEMENT

This collective bargaining agreement (the "Agreement") is entered into this 1st day of October, 2021 between the City of Bellevue, Nebraska (the "City"), and the Bellevue Professional Management Association (the "Union").

ARTICLE 1 UNION RECOGNITION

Section 1. The City recognizes the Union as the exclusive collective bargaining representative of those employees who occupy the job classifications listed in Appendix B of this Agreement.

Section 2. Excluded from the above referenced bargaining unit are any employees

- who, in the normal performance of their duties, may obtain advance knowledge of the City's collective bargaining position; or
- who assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations; or
- who, although not assisting persons exercising managerial functions in the labor relations area, regularly have access to confidential information concerning anticipated changes which may result from collective bargaining.

Section 3. Placement in the bargaining unit shall occur immediately upon reinstatement of the position if the position was previously covered under the bargaining unit. Newly created positions may be considered for inclusion in the bargaining unit, but such inclusion will not constitute re-opening of this agreement.

ARTICLE 2 NO DISCRIMINATION

Section 1. The City and the Union agree that neither will discriminate against any employee in any term or condition of employment because of an employee's race, color, religion, sex, disability, age, national origin, or any other prohibited basis of discrimination under applicable local, state or federal laws.

Section 2. The parties agree that neither party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

ARTICLE 3 NOTIFICATION

Section 1. Employees must furnish the City with their address and telephone number immediately upon employment. Thereafter, the employee must notify the City promptly, in writing, about any change in address or telephone number. A failure to furnish such change will relieve the City of any obligation to provide notice to the employee under any provisions of this Agreement.

Section 2. If the City is required to give notice to employees under any provision of this Agreement, the notice will be given in good faith by any verifiable means including, but not limited to, telephone call to the last known telephone number, certified, return receipt requested mail to the employee's last known address, or e-mail transmission. Employees who are actively working will be notified in person, by hand delivery if the notice is in writing. Employees who are not actively working will be notified by any of the verifiable means described above. If the employee fails to respond to the notice or message relayed by the City within three (3) days, the City's obligation to the employee under this Agreement ceases.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.

5. To determine the number of employees necessary to operate any department, classification, or division.
6. To determine the management organization for each department.
7. To select who will be hired or not hired.
8. To utilize part-time and temporary employees.
9. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
10. To establish and revise safety standards.
11. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
12. To establish or modify job duties and classifications.
13. To establish, modify, change and discontinue performance standards, including quality standards.
14. To examine, classify, promote transfer, assign, and retain employees; to demote, suspend or terminate, or take other disciplinary action against employees for cause; and to relieve employees from duties due to lack of work or funds.
15. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
16. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
17. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.
18. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.
19. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
20. To determine the size and character of inventories and their disposal.
21. To determine and enforce employee's quality and quantity standards.
22. To engage consultants for any function or operation of the City.
23. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
24. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
25. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
26. To determine which services are to be rendered, supplied, or discontinued.

27. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
28. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
29. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.
30. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances. Emergency Circumstances shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

Section 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

Section 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

Section 4. In the event of an actual conflict between this Article and another Article of this Agreement, such conflict will be subject to the grievance and arbitration provisions of this Agreement.

Section 5. Any management rights change to policy, rules and regulations affecting wages, hours, and conditions of employment of the bargaining unit employees which is not in actual conflict with the terms of this Agreement, such change shall be subject to mandatory negotiation with the union notwithstanding any other provision of this Agreement.

ARTICLE 5 GRIEVANCES AND ARBITRATION

Section 1. A grievance is an alleged violation of specific terms of this Agreement by the City. Any grievance arising under this Agreement, unless expressly excluded from this Article's coverage, will be settled by the parties exclusively according to this Article's terms. Employees are the only parties who have the right to initiate a

grievance. Grievances will not be filed, investigated or otherwise processed during working time without advance permission from the supervisors of employees seeking to file, discuss, investigate or process the grievance. Permission shall not be unreasonably withheld but shall be subject to the operational requirements of the City.

Section 2. Employees shall present the dispute to their immediate supervisor to informally resolve matters as quickly as possible. In the event a satisfactory settlement is not reached informally, the following procedures shall be used.

Step 1. An employee having a grievance shall present it, in writing, to the Department Director within five (5) working days of the incident giving rise to the grievance. The Department Director will answer promptly, in writing, within ten (10) additional working days. For purposes of this article, "working days" shall mean normal business days and shall exclude holidays and weekends.

Step 2. If satisfactory settlement is not reached under Step 1, the employee may appeal to the City Administrator in writing within ten (10) working days after the response in Step 1. The City Administrator shall have ten (10) working days to respond in writing from the date on which the appeal was received by the City Administrator.

Section 3. All written grievances must include the following information: Exact nature of the grievance, the factual details supporting the grievance, relevant dates, the parties alleged to have caused or witnessed the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy sought. A written grievance shall not be amended after the appeal is filed in Step 2.

Section 4. Failure to present a grievance within the time specified above shall result in the grievance being withdrawn. Failure by the City to timely reply to a grievance shall result in the grievance advancing to the next step. The time limits for grievances may be extended by mutual written agreement and shall not be unreasonably denied.

Section 5. If a grievance is not resolved after Section 2, Step 2, the Union or the employee may refer the matter to binding arbitration within ten (10) working days following the City's Step 2 written response, or the City's deadline to issue a Step 2 written response. Notice of the employee or the Union's intent to arbitrate shall be delivered to the City Administrator, and such notice may be delivered by electronic mail. If the grievance involves disciplinary action, the appeal shall start with Step 2.

Section 6. Upon receipt of a notice of intent to arbitrate a grievance, the City and the Union shall meet within five (5) working days and select an arbitrator from a pre-approved list mutually agreeable arbitrators. The party filing the notice of intent to arbitrate shall first strike a name from the list and the other party shall then also strike a

name from the list until only one name remains. The arbitrator shall schedule a hearing within 60 calendar days from the date the arbitrator is selected, unless the parties agree otherwise, and shall thereafter promptly render a decision.

Section 7. In rendering a decision, arbitrators will be governed and limited by this Agreement's provisions, applicable law, and the expressed intent of the parties as set forth in this Agreement. Arbitrators will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement, or substitute their judgment for that of the City, and will confine their judgment strictly to the facts submitted at in the hearing, the evidence before them, the express terms and provisions of this Agreement, and the applicable law. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.

Section 8. Expenses for the arbitrator's services and proceeding shall be shared equally by the parties, but each party is responsible for compensating its own representatives and witnesses, and its costs.

Section 9. Unless the parties agree otherwise in writing, no settlement of any grievance will operate as a precedent or a prior practice for any subsequent situations.

Section 10. The right to use the arbitration procedure will only be available during the term or written extension of this Agreement. Upon this Agreement's termination, the right to use the arbitration procedure will cease unless the action forming the basis of the grievance arose during the term of the Agreement.

Section 11. The Union and the employees waive their right to pursue any judicial or administrative remedy against the City as to any matter subject to the procedures established in this Article. Any settlement under the procedures established under this Article, short of arbitration, will be binding upon the City, the Union, and the employees and will preclude any further administrative or judicial relief.

ARTICLE 6 INTRODUCTORY PERIOD

Section 1. Each applicant hired as an employee will serve an introductory period of six months.

Section 2. Subject to the requirements of Section 4 of this Article, during the introductory period, the City will have the right to discharge or discipline an employee for any reason. This action will not be subject to the grievance and arbitration provisions of this Agreement.

Section 3. Introductory employees will be eligible for holiday pay, funeral leave, sick leave, and upon completion of the requisite waiting period, health and welfare insurance benefits.

Section 4. Employees who successfully apply for a promotion will also be required to complete a six month introductory period. In addition, an employee who fails to satisfactorily complete the introductory period shall be granted the ability to return to their previous position. In the event the former position is no longer available, they shall be entitled to take any other vacant position for which they are qualified. If no positions are available, the City has the right to terminate, subject to the employee's right to grievance and arbitration.

ARTICLE 7 SENIORITY

Section 1. Seniority is an employee's most recent period of continuous employment with the City in the bargaining unit.

Section 2. An employee's seniority will be lost in the following instances:

- (a) Discharge;
- (b) Voluntary quit;
- (c) Failure to return to work on the specified date following layoff;
- (d) Failure to perform any work for the City for a period that is the lesser of two years or the employee's seniority with the City, unless an extension is required by applicable law;
- (e) Failure to return to work on the specified date after a leave of absence or vacation;
- (f) An unexcused absence of two (2) consecutive days without notifying the City;
- (g) Retirement.

ARTICLE 8 LAYOFF AND RECALL

Section 1. The City may lay off an employee because of a position elimination, department re-organization, lack of work, or lack of funds. When determining the order

of layoffs, the City will consider an employee's job performance, including disciplinary actions and performance evaluations, and seniority.

When, in the City's judgment, there are two or more employees of relatively equal skill, ability, performance and disciplinary actions, the principle of seniority will govern. Introductory, part-time and seasonal employees within the same job classification will be laid off prior to regular employees.

Section 2. The names of Employees who have been laid off shall be placed on a layoff list, kept in the normal course of business and maintained by the Human Resources Department, and shall be eligible for re-employment for a period of six (6) months from the date of the layoff. In the event the City attempts to hire employees during such six (6) month period to fill a classification for which the laid off Employee(s) is best qualified, the City shall first attempt to rehire from the list in reverse order of layoff; provided, such Employees return to work within fourteen (14) calendar days after notification of a reemployment opportunity and provided that the Employee apply for the open position.

Section 3. Employees have three (3) days to return to work after being recalled by any verifiable means, as defined by Article 3.

ARTICLE 9 HOURS OF WORK

Section 1. The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning on Sunday and ending on the following Saturday. The workday for payroll purposes is defined as a period of twenty-four (24) hours commencing at midnight on each day. Employees can be scheduled by their Department Director for work on any combination of days or hours during the work week, and the days that an employee is scheduled need not be consecutive when special circumstances justify non-consecutive days. Any change in the employees' regularly scheduled shift shall require 72 hours' notice prior to the start of the newly scheduled shift.

Section 2. Nothing contained in this Agreement will be construed as a guarantee of any hours of work in a workweek.

Section 3. Up to two Union Officers may be granted up to three hours' time off with pay per quarter for union business with advance written permission from their Department Director, such time to include the one hour time off that is described in the following sentence. Union members may be granted up to one hour time off with pay per quarter for union meetings to discuss this Agreement with advance written

permission from their Department Director. Permission shall not be unreasonably withheld but shall be subject to the operational requirements of the City.

ARTICLE 10 OVERTIME

Section 1. All time worked by non-exempt employees over forty (40) hours in any one (1) work week will be paid at the rate of time and one-half (1 ½) for employees working on an hourly basis. There will be no duplication or pyramiding of overtime and other premium pay for any reason. Vacation, holiday, bereavement, military and compensatory time off shall be considered hours worked for overtime computation purposes.

Section 2. The City retains the sole discretion to determine in each instance if overtime work is required, how much overtime work will be needed and which employees will be assigned overtime.

Section 3. Exempt employees shall earn one hour of admin leave time off for any amount of time worked in excess of 80 hours per pay period, up to a maximum cumulative amount of 80 hours during the fiscal year. On September 30th of each year, Employees whose admin leave time off leave balance equals or exceeds 20 hours will not be eligible to earn additional admin leave time until they reduce their total admin leave time balance below 20 hours.

Non-exempt employees may, in lieu of overtime compensation, accumulate compensatory time. As used in this Agreement the term "Compensatory Time" means leave time earned at one and one-half (1½) times the number of overtime hours worked. Banked Comp time is not to exceed 80 hours at any time. Once 80 hours is accrued, worked time over 40 hours in a week will be compensated as overtime pay according to DOL regulations. The amount of Comp time desired to bank for the pay period must be communicated to the payroll department prior to 8:00 A.M. on the Monday following the end of the pay period. Once Comp time is earned, you are entitled to take the Comp time. Accumulated compensatory time shall be used within each contract year wherein it was earned and cannot be carried forward to the next contract year. Any accumulated compensatory time not used within the contract year shall be paid to the Employee in cash at the first regular payroll period in the next scheduled contract year.

Section 4. When an employee that is not previously assigned to the "Winter Call-Out Assignment Schedule" for the day is notified to return to work after having clocked-out at the end of their normal shift, such time shall be classified as a call-in and paid one and one-half (1½) times his/her regular rate of pay for the additional number of hours

worked (starting upon arrival) or a minimum of two (2) hours at overtime rate, whichever is greater. If an employee is notified to return to work during a date that has been previously assigned to them under the "Winter Call-Out Assignment Schedule", that call-out event is not eligible for a guaranteed minimum amount of hours at the overtime rate. Any employee that has agreed to be a substitute for an employee originally assigned to the "Winter Call-Out Assignment Schedule" will not be eligible for a guaranteed minimum amount of hours at the overtime rate.

For purposes of this article, a "call-in" is defined as a situation where an employee is called in to work for reasons other than emergencies not controlled by the City (e.g. tornado, flood, blizzard, or any other act of nature).

ARTICLE 11 CITY RULES

Section 1. The City will have the sole right to establish, revise or add performance, conduct, quality, attendance, work, alcohol abuse, substance abuse, drug and alcohol testing, functional testing, and safety rules by which all employees must abide. The City will also have the right to establish, revise or add a disciplinary policy to address employee violations of these rules. Any new or modified rule shall become effective 24 hours after notice to the affected employees, provided the rule is not inconsistent with this Agreement.

ARTICLE 12 WAGES

Section 1. Employees occupying the job classifications listed on Appendix B shall be paid the wage rates reflected in Appendix C.

Section 2. Annually, on employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an adjustment to their wage (i.e. a step increase), if their wage is less than the maximum range limit for their position. All introductory period employees will complete two 6month evaluations; one upon fulfillment of their introductory period and one upon the one- year anniversary of their hire/promotion date. They will then move to the annual evaluation period on their anniversary/promotion date.

Section 3. If the employee's wage is 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.

Section 4. Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding twelve (12) month period, shall not be eligible for a step increase

Section 5. When the employee of the bargaining unit performs the duties of a position in a classification higher than the classification currently held by the employee the employee shall receive a temporary pay increase. The rate of pay for employees working in a higher classification as assigned by the department superintendent or director shall be determined as follows; an employee shall be paid at the pay step of the higher classification that is closest to a five percent (5%) increase over his/her current pay, but in no case shall the employee receive a pay reduction. Should the position the employee is working in out of class be in another union, the employee shall receive a 5% increase over his/her current pay. This language is to be applied for each vacant job classification.

When employee or a management position will be or has been vacant for 40 consecutive hours, the Supervisor may assign an employee to fill the vacancy on a temporary basis. If the employee has never filled in or is unfamiliar with the duties of the higher classification the first 40 hours may be utilized for training purposes at the employees' present rate of pay. The training clause will apply only once per employee per each individual job classification.

The "Working Out of Classification" form will be filled out completely and copies given to the Employee, Department Director, Personnel Payroll file and the BPMA President.

ARTICLE 13 LONGEVITY PAY

Section 1. Employees occupying the job classifications listed on Appendix B shall also be paid for their longevity in the following monthly amounts. Starting in their

eighth (8 th) year of employment	\$45
eleventh (11 th) year of employment	\$80
fourteenth (14 th) year of employment	\$115
seventeenth (17 th) year of employment	\$150
twenty-first (21 st) year of employment	\$185
twenty-fifth (25 th) year of employment	\$220
thirtieth (30 th) year of employment	\$255

**ARTICLE 14
VACATION**

Section 1. Full-time employees shall accrue vacation after completing each full calendar month of employment. Vacation shall accrue on the first day of the calendar month following each calendar month. Vacation leave balances must not equal or exceed 200 hours as of September 30th each fiscal year. Employees whose vacation leave balance equals or exceeds 200 hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 200 hours.

Section 2. Subject to the maximum allowance described in Section 1 of this Article, vacation shall accrue in the following amounts, beginning in the:

1st year of employment	8 hours
5 th year of employment	11.34 hours
10 th year employment	14.67 hours
15 th year employment	16.34 hours
20 th year employment	18.00 hours
25 th year employment	21.34 hours

Section 3. Upon separation, the Employee or the Employee's designated beneficiary shall be promptly paid all accumulated vacation computed on the basis of the Employee's regular pay as of the employee's last day of employment.

Section 4. Vacation shall be granted by the Department Director with due regard to the City's operational requirements, in the order of the vacation request and with preference by seniority.

Section 5. Holidays occurring during scheduled vacations shall not be charged against vacation accrual.

Section 6. Employees shall be permitted to request a cash in of vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more.

**ARTICLE 15
HOLIDAYS**

Section 1. Full-time employees are eligible for the following paid holidays:

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

When a holiday occurs on a Saturday, it shall be observed on the preceding Friday. When a holiday occurs on a Sunday, it shall be observed on the following Monday. If the City-observed holiday occurs during an employee's regularly scheduled day off, such employee shall have the day off immediately preceding or immediately following the City-observed holiday, whichever is closer to the holiday.

Section 2. To receive holiday pay, employees must work their entire last scheduled shift before the holiday and the entire first scheduled shift following a holiday.

Section 3. Non-exempt eligible employees working an 8 hour shift will receive eight (8) hours at their regular straight-time rate of pay for each paid holiday. Non-exempt eligible employees working a 10 hour shift will receive ten (10) hours at their regular straight-time rate of pay for each paid holiday. Exempt employees shall receive their normal salary for the week in which the holiday occurs.

Section 4. Non-exempt employees required to work on the holiday will be paid at their regular hourly rate of pay for all hours worked, plus their holiday pay. Non-exempt employees who are scheduled to work on a holiday and fail to do so will forfeit their holiday pay. Exempt employees who are required to work the actual holiday may

take a different day off within the same payroll period, subject to the approval of the employee's immediate supervisor.

Section 5. Employees on vacation at the time of the holiday will not be charged a vacation day on the day of the holiday. Employees on layoff or any type of leave of absence will not be eligible for holiday pay.

ARTICLE 16 SICK LEAVE

Section 1. Paid sick leave must be earned before it can be used. Employees may use paid sick leave when unable to work because of a non-workers compensation medical condition, for medical appointments, and when the employee's presence at work would jeopardize the health of others.

Section 2. All regular full-time employees hired by the City before June 22, 2015 shall earn 12 hours of paid sick leave for each calendar month of continuous employment, and such accumulation shall be unlimited.

All regular full-time employees hired by the City on or after June 22, 2015 shall earn eight (8) hours of paid sick leave for each calendar month of continuous employment, up to a maximum of 960 hours.

Section 3. Employees may use up to 30 days of paid sick leave in a rolling twelve-month period for attending to an immediate family illness or injury. Immediate family shall be defined as an employee's parents, spouse, siblings, child (including step-children), grandparents and grandchildren.

Section 4.

Employees hired before June 22, 2015 who:

- i. resign or retire in good standing, or
- ii. pass away, and
- iii. who have at least five (5) years of service,

shall be paid one-half of their accumulated sick leave, up to a maximum payout of 960 hours, at their regular rate of pay.

b. Employees hired on or after June 22, 2015 who:

- i. resign or retire in good standing, or

- ii. pass away, and
- iii. who have at least five (5) years of service,

shall be paid for one-half of their accumulated sick leave, up to a maximum payout of 180 hours, at their regular rate of pay. Good standing shall mean not currently under investigation for performance or conduct infractions that may result in discharge.

- c. If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

Section 5. In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Any time donated must be used consecutively for the approved occurrence. A maximum of 480 hours can be donated to any one employee within a 12-month period from date of initial occurrence; donated time cannot exceed 12 weeks. A request for permission to allow the donation will be submitted to the City Administrator by the BPMA President or Vice President prior to asking the employees for assistance. The request will only be submitted after all earned time off (including vacation, compensatory, and sick leave) has been exhausted by the employee in need. Once the occurrence ends (e.g. the employee returns back to work), all unused sick time donations will be distributed proportionately back to the donors.

ARTICLE 17 FAMILY AND MEDICAL LEAVE

The City will comply with all applicable state and federal laws which address employees' rights to request or obtain a family or medical leave of absence.

ARTICLE 18 ALLOWANCES

Section 1. All fleet maintenance and fabrication technicians shall receive an annual taxable tool allowance of five hundred fifty dollars (\$550.00) on October 1 of each year during the length of this contract. The tool allowance will be paid to Employees in their payroll remitted the first pay period following October 1 of each year during the length of this contract. This

allowance is to cover repair, replacement, or upgrade of the technician's personal tools that are used in the course of the day performing repairs of City vehicles and equipment.

Section 2. Employees whose job classifications require steel toe safety footwear, prescription safety eyewear or a uniform shall be entitled to those items provided to them by the City at no charge. The City shall determine the type and design of each uniform. The issuance and replacement of uniforms, steel toe safety footwear and prescription safety eyewear shall be based upon the quartermaster system. Any employee requesting a new uniform, steel toe safety footwear or prescription safety eyewear shall provide the quartermaster (department secretary or designee) the unserviceable items or uniform. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock.

ARTICLE 19 BEREAVEMENT LEAVE

Section 1. When full-time employees are absent from work because of the necessity of arranging for or attending the funeral of an immediate family member (including current spouse, children, siblings, parents or grandparents), the City will pay for the hours of work actually missed, up to eight (8) hours at the employee's regular straight-time hourly rate of pay, for up to five (5) work days.

Section 2. When full-time employees are absent from work because of the necessity of arranging for or attending the funeral of their spouse's immediate family member (including children, siblings and parents), the City will pay for the hours of work actually missed, up to eight (8) hours at the employee's regular straight-time hourly rate of pay for up to three (3) work days.

Section 3. To receive funeral pay, an employee must have been scheduled to work on the day of arranging for or attending the funeral. The employee must also notify his supervisor of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave including his relationship to the deceased, the date of the funeral and other pertinent items.

Section 4. Bereavement leave shall not be deducted from accrued sick or vacation leave and is not required to be taken consecutively.

ARTICLE 20 MILITARY LEAVE

Employees enlisting or entering the military of the United States will be granted all rights and privileges provided by applicable law.

**ARTICLE 21
HEALTH INSURANCE**

Section 1. The City shall provide employees with the opportunity to enroll in group health insurance (the "Group Insurance Plan"). The specific design and provisions of the Plan shall be determined as follows:

- a. The City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- b. The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.
- c. If the Health Insurance Committee reaches consensus supported by the City and at least two of the City's bargaining units, the City shall implement its recommendations.
- d. If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- e. The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each year. The arbitration hearing must take place before November 15. The arbitrator's decision must be made no later than November 15. These deadlines must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.
- f. The arbitrator shall have no discretion other than to select one of the following two plans: the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.
- g. Neither party shall have the right to submit post arbitration briefs, unless

so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar year, and shall be implemented on January 1.

- h. Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

Section 2. Subject to the change mechanism described above, the City shall provide group dental coverage for Employees.

Section 3. Subject to the change mechanism described above If an employee retires from the City and

- has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the employee's official retirement date; and
- has been employed by the City for a minimum of five continuous years; and
- has reached the age of 55;

then the City will pay:

- a. the same premium the City pays for active employees for the first twenty-four (24) months following retirement, or until the retiree becomes eligible for Medicare/Medicaid benefits, whichever occurs first; and
- b. thereafter, fifty percent (50%) of the premium the City pays for active employees until the retiree becomes eligible for Medicare/Medicaid benefits.

In the event of the retiree's death, the City will have no further liability for premium payments.

Section 4. Subject to the change mechanism described above, the City shall provide a term life insurance policy in the amount of \$52,000, or annual salary plus \$7,000, whichever is greater, for each bargaining unit employee.

Section 5. Subject to the change mechanism described above, the City shall provide long term disability coverage for each employee who has completed their introductory period.

**ARTICLE 22
EDUCATION INCENTIVE**

Section 1. In addition to the regular wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule, so long as the higher education (hereinafter defined) hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree reasonably related to their positions:

- A. Upon receipt of an Associate's Degree - \$20 per month.
- B. Upon receipt of a Bachelor's Degree - \$25 per month.

HIGHER EDUCATION: Higher education is defined as education beyond high school that is provided by accredited colleges, graduate schools, professional schools, trade schools, and metropolitan or community colleges.

Section 2. The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

Section 3. All Employees must have advanced written approval from the Department head and HR Director in order to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Department head and HR Director together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

Section 4. The City will pay for renewal licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City.

Section 5. In addition to regular wages, any employee appointed as the Street Superintendent may be eligible for an education incentive payment as described in this memo.

Requirements for eligibility:

1. Holds a current and valid Class A or Class B license as a City Street Superintendent under the County Highway and City Street Superintendents Act.

2. Provided to the City the following services in the preceding calendar year, for the entirety of the calendar year:

Formatted: Indent: Left: 0.5"

a. Developing and annually updating a long-range plan or program based on needs and coordinated with adjacent local governmental units:

Formatted: Indent: First line: 0.44", Tab stops: 0.75", Left

b. Developing an annual program for design, construction, and maintenance;

c. Developing an annual budget based on programmed projects and activities;

d. Submitting such plans, programs, and budgets to the local governing body for approval; and

e. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

Formatted: Indent: First line: 0.44"

3. Successfully certifies with the Department of Transportation by December 31 of each calendar year to qualify the City to receive incentive payments for that calendar year under § 39-2515.

Formatted: Indent: Left: 0", Hanging: 0.5", Tab stops: Not at 0"

If the above requirements are met, such employee shall receive education incentive payments according to the following schedule:

Formatted: Indent: First line: 0"

1. If holding a Class A license as a City Street Superintendent, the employee shall receive a \$2,000 education incentive payment on the first payroll of each quarter that they are employed.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

2. If holding a Class B license as a City Street Superintendent, the employee shall receive a \$1,000 education incentive payment on the first payroll of each quarter that they are employed.

ARTICLE 23 NO STRIKE

Section 1. There will be no strike, work stoppage, picketing, honoring of any picket line whatsoever, work slowdown, sympathy strike, deliberate withholding of services, or any other form of economic pressure directed against the City or any of its services on the part of the Union, its members, or any individual covered by this Agreement.

Section 2. In the event of any breach of this Article, the Union will immediately declare publicly that such action is unauthorized, will immediately order its members to resume their normal duties and continue to take any necessary action to correct the problem and restore the City to full operation.

Section 3. The City will have the sole and exclusive right to determine the discipline given the employee or employees for breach of this Article. Employees disciplined or discharged pursuant to this section have no recourse under the grievance and arbitration procedure.

**ARTICLE 24
SEPARABILITY SAVINGS AND COMPLETE AGREEMENT**

Section 1. If any state or federal legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated will remain in full force and effect.

Section 2. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make proposals with respect to all subjects of collective bargaining. The understandings and agreements arrived at by the parties after exercise of that right are set forth in this Agreement.

**ARTICLE 25
PAST PRACTICE**

Section 1. This Agreement supersedes any previous oral and written agreements between the City, its employees and the Union. The City will not be bound by any past understandings, practices and/or customs between the City, its employees, and the Union on matters not specifically governed by the terms of this Agreement.

**ARTICLE 26
UNION DUES**

Section 1. The City shall deduct regular monthly dues from the pay of each employee, provided that there is in the possession of the City a current, unrevoked written authorization from the employee using the form in Appendix A. Such authorization may be revoked by the employee at any time.

Section 2. Authorized deductions shall be made from the first pay period of each calendar month and will within ten (10) days be remitted to the Union via electronic transfer to the account designated by the Union.

Section 3. The Union shall advise the City in writing of the exact amount of regular monthly dues.

Section 4. The Union shall indemnify and hold the City harmless from any mistakes that may result from the administration of this Article.

**ARTICLE 27
RETIREMENT CONTRIBUTION**

Each employee shall contribute percent (6%) of their gross wages to the employee's retirement plan, and the City shall contribute an additional six percent (6%) of each employee's gross wages toward their retirement plan. The employees' contributions shall be automatically deducted from their regular pay check.

**ARTICLE 28
DISCIPLINE**

Section 1: The City of Bellevue will impose disciplinary action in accordance with this Agreement.

Section 2: Disciplinary action requires cause and may include any of the following: (a) counseling, (b) remedial training, (c) admonishment, (d) reprimand, (e) suspension, (f) demotion, (g) termination.

Section 3: When the City places an employee on investigatory suspension, absent extraordinary circumstances delaying the investigation, the City shall initiate disciplinary action within 30 work days. If no action is taken with the 30- day period, the employee shall return to his/her duties, pending the outcome of any investigation.

Section 4: Employees will be notified in writing of a disciplinary action. They will be given an opportunity to read, will be required to sign, and will be given a copy of the disciplinary action letter before it is placed in their personnel file.

Section 5: During investigatory interviews that may result in discipline, employees that are subject of the investigation, or throughout the course of investigation become the subject of investigation, have the right, upon request, to the presence of union representation (including legal counsel). However, if the City determines as a result of such investigation that suspension, demotion, or termination may result, employees are entitled to a pre-disciplinary *Loudermill* meeting with their legal counsel present. During the *Loudermill* meeting, employees shall be notified, orally or in writing, of the allegations against them, provided with an explanation of the City's evidence, and afforded the opportunity to further respond to the charges. Employees shall be notified at least 24 hours in advance of a *Loudermill* meeting, but have no right to delay the meeting because of the unavailability of their legal counsel.

Section 6: An employee shall not be disciplined more than once for the same infraction, with the understanding that prior discipline can be used for progressive disciplinary purposes and/or impeachment.

Section 7: Employees may grieve disciplinary action involving suspensions, demotions, and terminations in accordance with this Agreement's Grievance and Arbitration procedure.

**ARTICLE 29
DURATION OF AGREEMENT**

Section 1. This Agreement will be in full force and effect from October 1, 2021 until September 30, 2025 , and will continue in full force and effect for each year after that unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least sixty (60) days prior to the expiration of the Agreement or any automatic extension of the Agreement.

With their signatures, authorized representatives of the City and the Union have agreed to this Collective Bargaining Agreement on the ___ day of September, 2021

CITY OF BELLEVUE

By: _____
Rusty Hike
Mayor

By: _____
Jim Ristow
City Administrator

By: _____
Susan Kluthe
City Clerk

**BELLEVUE PROFESSIONAL
MANAGEMENT ASSOCIATION**

By: _____
Roger Cox
Bargaining Committee

By: _____
Joey Bockman
Bargaining Committee

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

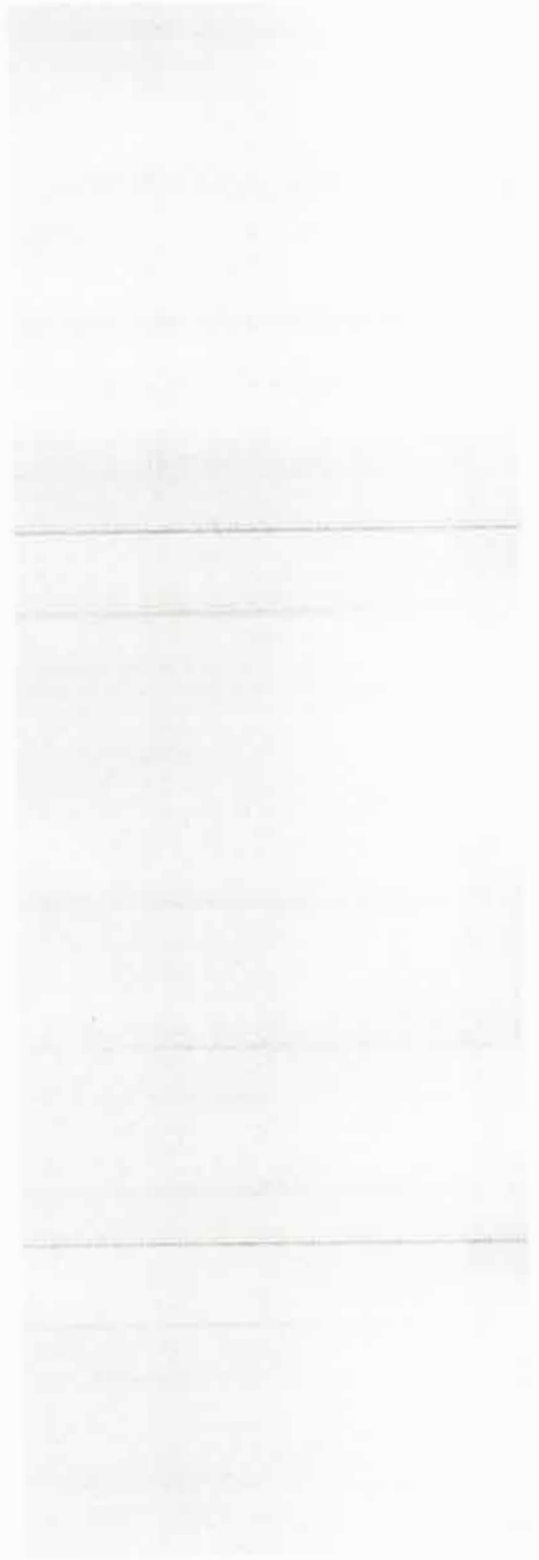
I hereby authorize the City of Bellevue to deduct from my regular paycheck the sum of money for payment of the regular dues and then pay same to the Bellevue Professional Management Association. This Authorization shall remain in effect, and the City may rely thereon, until such time as it is withdrawn in writing by the undersigned.

Name: _____

Department: _____ Date: _____

Signature _____

Approved: _____



**APPENDIX B
JOB CLASSIFICATION**

Administrative Assistant/~~Secretary~~
Assistant Library Director
Assistant Planning Manager
Assistant Recreation Superintendent
~~Assistant Street Superintendent~~
Business Manager
Chief Building Official
Code Enforcement Supervisor
~~Communications Systems Coordinator~~Communications and
IT Administrator
~~Civilian Community Policing/Community Relations
Coordinator~~ Community Relations/Social Media Manager
Deputy City Clerk
~~Fabrication Supervisor~~
Facility Maintenance Superintendent
~~Fleet Maintenance Foreman~~
Fleet Maintenance Superintendent
Foreman II - ~~Building Maintenance~~ Facility Maintenance
Foreman II – Fleet Maintenance
Foreman II - Parks
Foreman II - Streets
Foreman II - Wastewater
Human Services Manager
Intelligence Analyst
Librarian II
Permits and Inspections Office Manager
Public Works Engineer I
Purchasing Agent
~~Records Unit Supervisor~~
Streets Superintendent
Technical Support Specialist
Traffic Sign/Signal Supervisor
Training Coordinator
Wastewater and Solid Waste Superintendent

APPENDIX C WAGE SCALE

Effective October 1, 2021, employees will go to the step that is the closest approximation to at least a 2% increase. Exclusions to this include any employees that are in their introductory period as of October 1, 2021 and the Human Services Manager.

Job Title	Step->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		19.62	20.59	21.17	21.99	22.94	23.73	24.65	25.61	26.61	27.65
Assistant Library Director		29.67	30.76	31.89	33.06	34.27	35.52	36.82	38.17	39.57	41.01
Assistant Planning Manager		29.99	31.15	32.35	33.60	34.89	36.29	37.63	39.08	40.59	42.14
Assistant Recreation Superintendent		26.43	27.98	28.36	29.38	30.43	31.52	32.65	33.82	35.03	36.27
Business Manager		25.87	26.94	28.05	29.21	30.41	31.66	32.96	34.32	35.73	37.20
Chief Building Official		33.17	36.43	37.73	39.08	40.48	41.93	43.43	44.98	46.59	48.25
Civilian Community Policing/Community Relations Coordinator		22.09	23.03	24.01	25.04	26.11	27.23	28.39	29.60	30.86	32.19
Code Enforcement Supervisor		30.38	31.49	32.64	33.83	35.07	36.35	37.68	39.06	40.49	41.96
Communications Systems Coordinator		27.58	28.66	29.79	30.96	32.18	33.44	34.75	36.11	37.53	39.01
Deputy City Clerk		23.29	24.35	25.35	26.39	27.48	28.61	29.79	31.02	32.30	33.64
Fabrication Supervisor		16.38	17.31	18.30	19.34	20.44	21.61	22.84	24.14	25.52	26.99
Fleet Maintenance Foreman		24.53	25.47	26.45	27.47	28.53	29.63	30.77	31.95	33.18	34.44
Fleet Maintenance Superintendent		32.43	33.73	35.02	36.38	37.78	39.21	40.72	42.28	43.90	45.59
Foreman II - Building Maintenance		23.57	24.58	25.63	26.72	27.86	29.04	30.27	31.55	32.88	34.27
Foreman II - Parks		24.21	25.26	26.23	27.30	28.42	29.58	30.79	32.05	33.36	34.75
Foreman II - Streets		27.85	28.86	29.91	31.00	32.13	33.30	34.51	35.77	37.07	38.42
Human Services Manager		26.70	27.80	28.94	30.13	31.37	32.66	34.00	35.40	36.85	38.35
Intelligence Analyst		27.25	28.22	29.23	30.27	31.35	32.47	33.63	34.83	36.07	37.37
Librarian II		27.28	28.46	29.58	30.75	31.96	33.22	34.53	35.89	37.30	38.77
Public Works Engineer I		29.451	30.72	31.87	33.06	34.30	35.58	36.91	38.29	39.72	41.19
Purchasing Agent		28.42	29.71	30.84	32.02	33.24	34.51	35.83	37.20	38.62	40.09
Records Unit Supervisor		21.75	22.73	23.86	24.99	26.08	27.21	28.39	29.61	30.84	32.13
Streets Superintendent		32.28	33.45	34.67	35.93	37.24	38.60	40.00	41.44	42.92	44.43
Traffic Sign/Signal Supervisor		25.14	26.08	27.05	28.08	29.11	30.20	31.33	32.50	33.71	34.95
Wastewater and Solid Waste Superintendent		47.80	48.95	50.13	51.30	52.51	53.77	55.08	56.44	57.85	59.31

Effective April 28, 2024 (5/10/2024 Check Date)

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		21.08	21.84	22.69	23.56	24.48	25.43	26.42	27.44	28.52	29.63
Assistant Library Director		31.79	32.96	34.17	35.45	36.72	38.06	39.46	40.90	42.40	43.95
Assistant Planning Manager		32.14	33.38	34.67	36.01	37.39	38.82	40.32	41.88	43.50	45.16
Assistant Recreation Superintendent		28.32	29.34	30.39	31.48	32.61	33.78	34.99	36.24	37.54	38.87
Assistant Street Superintendent		31.17	32.24	33.35	34.49	35.68	36.91	38.18	39.49	40.85	42.23
Business Manager		27.72	28.87	30.06	31.30	32.58	33.89	35.22	36.58	38.00	39.48
Chief Building Official		37.68	39.04	40.43	41.88	43.38	44.93	46.54	48.20	49.93	51.71
Community Relations/Social Media Manager		27.77	28.77	29.80	30.87	31.97	33.11	34.30	35.53	36.80	38.11
Code Enforcement Supervisor		32.86	33.75	34.68	35.65	36.67	37.73	38.85	40.00	41.18	42.39
Community Parks and IT Administrator		33.56	34.80	36.09	37.43	38.82	40.26	41.76	43.30	44.81	46.37
Deputy City Clerk		25.07	26.28	27.57	28.92	30.35	31.86	33.42	35.04	36.71	38.44
Fabrication Supervisor		17.55	18.55	19.61	20.72	21.90	23.14	24.45	25.87	27.35	28.90
Facility Maintenance Superintendent		34.98	36.34	37.75	39.22	40.74	42.33	43.97	45.67	47.45	49.29
Fleet Maintenance Foreman		30.79	31.50	32.26	33.07	33.94	34.86	35.83	36.85	37.91	39.02
Fleet Maintenance Superintendent		34.81	36.15	37.53	38.95	40.42	41.94	43.51	45.11	46.74	48.41
Foreman II - Facility Maintenance		27.40	28.48	29.61	30.78	32.00	33.26	34.58	35.95	37.38	38.87
Foreman II - Parks		29.77	30.93	32.13	33.37	34.66	36.00	37.40	38.85	40.35	41.92
Foreman II - Streets		29.84	30.99	32.05	33.22	34.43	35.68	36.98	38.33	39.72	41.17
Foreman II - Wastewater		28.28	29.51	30.80	32.14	33.53	34.99	36.51	38.10	39.75	41.45
Human Services Manager		28.61	29.79	31.01	32.29	33.62	35.00	36.43	37.94	39.49	41.10
Intelligence Analyst		29.20	30.24	31.32	32.44	33.60	34.80	36.04	37.32	38.65	40.05
Librarian II		29.34	30.30	31.30	32.33	33.40	34.50	35.64	36.82	38.07	39.37
Permits and Inspections Office Manager		29.45	30.48	31.56	32.68	33.84	35.05	36.30	37.59	38.95	40.38
Public Works Engineer I		31.73	32.92	34.15	35.43	36.76	38.13	39.55	41.03	42.56	44.14
Purchasing Agent		30.67	31.84	33.05	34.31	35.62	36.98	38.40	39.86	41.39	42.96
Records Unit Supervisor		23.41	24.38	25.38	26.42	27.50	28.62	29.80	31.02	32.30	33.64
Streets Superintendent		36.35	37.87	39.45	41.09	42.80	44.59	46.45	48.38	50.40	52.48
Technical Support Specialist		28.76	29.88	31.04	32.25	33.51	34.81	36.17	37.58	39.05	40.55
Traffic Sign/Signal Supervisor		26.94	27.95	28.99	30.07	31.19	32.36	33.57	34.83	36.12	37.45
Wastewater and Solid Waste Superintendent		40.29	41.74	43.24	44.79	46.41	48.08	49.82	51.61	53.46	55.40

BPMA Effective October 1, 2024

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		21.45	22.28	23.14	24.03	24.97	25.94	26.95	27.99	29.07	30.22
Assistant Library Director		32.43	33.62	34.83	36.14	37.45	38.82	40.23	41.72	43.23	44.81
Assistant Planning Manager		32.78	34.03	35.36	36.73	38.14	39.60	41.13	42.72	44.37	46.09
Assistant Recreation Superintendent		28.69	29.68	30.70	31.75	32.85	34.00	35.19	36.42	37.70	39.02
Assistant Street Superintendent		31.54	32.64	33.77	34.93	36.15	37.42	38.74	40.10	41.51	42.97
Business Manager		28.07	29.24	30.46	31.73	33.05	34.42	35.84	37.30	38.81	40.36
Chief Building Official		38.03	39.43	40.88	42.37	43.90	45.48	47.10	48.76	50.47	52.21
Community Relations/Social Media Manager		28.13	29.35	30.60	31.89	33.21	34.57	35.98	37.44	38.95	40.50
Code Enforcement Supervisor		33.21	34.43	35.68	36.98	38.32	39.71	41.15	42.63	44.16	45.74
Community Parks and IT Administrator		34.21	35.60	37.03	38.51	39.99	41.52	43.10	44.72	46.39	48.10
Deputy City Clerk		25.47	26.61	27.77	28.95	30.16	31.42	32.72	34.06	35.45	36.87
Fabrication Supervisor		17.90	18.92	20.00	21.13	22.30	23.52	24.79	26.10	27.46	28.87
Facility Maintenance Superintendent		35.66	37.07	38.51	40.00	41.53	43.10	44.71	46.36	48.05	49.78
Fleet Maintenance Foreman		30.80	31.53	32.32	33.15	34.02	34.94	35.90	36.90	37.94	39.02
Fleet Maintenance Superintendent		34.81	36.15	37.53	38.95	40.42	41.94	43.51	45.11	46.74	48.41
Foreman II - Facility Maintenance		27.85	28.93	30.06	31.24	32.46	33.72	35.03	36.38	37.78	39.21
Foreman II - Parks		30.57	31.75	32.97	34.24	35.55	36.92	38.35	39.82	41.34	42.90
Foreman II - Streets		30.44	31.65	32.90	34.19	35.52	36.90	38.32	39.79	41.30	42.85
Foreman II - Wastewater		28.85	30.10	31.40	32.75	34.15	35.60	37.10	38.64	40.23	41.86
Human Services Manager		29.18	30.39	31.65	32.94	34.29	35.69	37.14	38.64	40.18	41.77
Intelligence Analyst		29.78	30.84	31.95	33.10	34.29	35.53	36.78	38.07	39.42	40.82
Librarian II		29.63	30.71	31.83	32.99	34.19	35.43	36.71	38.04	39.42	40.85
Permits and Inspections Office Manager		30.04	31.17	32.34	33.55	34.80	36.09	37.42	38.80	40.23	41.70
Public Works Engineer I		32.38	33.63	34.93	36.28	37.67	39.10	40.57	42.09	43.65	45.25
Records Unit Supervisor		23.89	24.87	25.89	26.95	28.05	29.19	30.36	31.57	32.81	34.09
Streets Superintendent		37.09	38.63	40.21	41.84	43.51	45.23	47.00	48.81	50.66	52.55
Technical Support Specialist		29.14	30.28	31.46	32.68	33.94	35.24	36.58	37.96	39.39	40.86
Traffic Sign/Signal Supervisor		27.49	28.51	29.57	30.67	31.81	33.00	34.21	35.46	36.74	38.07
Wastewater and Solid Waste Superintendent		41.10	42.57	44.10	45.69	47.34	49.04	50.82	52.64	54.50	56.41

Effective October 1, 2022, the wage ranges listed will be increased by 2% annually on October 1 of each contract year.

Job Titles	1	2	3	4	5	6	7	8	9	10
Administrative Assistant- PW, Parks, Streets, Fleet, WW	21.88	22.73	23.61	24.53	25.48	26.47	27.50	28.57	29.68	30.82
Assistant Library Director	33.46	34.67	35.93	37.23	38.58	39.98	41.43	42.93	44.49	46.09
Assistant Planning Manager	35.29	36.66	38.08	39.55	41.08	42.67	44.32	46.04	47.82	49.67
Assistant Recreation Superintendent	30.80	31.86	32.95	34.08	35.25	36.46	37.71	39.00	40.34	41.72
Assistant Street Superintendent	34.33	35.51	36.73	37.99	39.29	40.64	42.04	43.48	44.97	46.52
Business Manager	30.53	31.79	33.10	34.46	35.88	37.36	38.90	40.50	42.17	43.91
Chief Building Official	41.24	42.60	44.01	45.46	46.96	48.51	50.11	51.76	53.47	55.24
Code Enforcement Supervisor	35.34	36.68	38.07	39.51	41.00	42.55	44.16	45.83	47.56	49.36
Communications & IT Administrator	34.91	36.20	37.54	38.93	40.37	41.87	43.42	45.03	46.70	48.45
Community Relations/Social Media Manager	28.90	29.93	31.00	32.11	33.26	34.45	35.68	36.96	38.28	39.65
Deputy City Clerk	27.62	28.76	29.94	31.17	32.45	33.79	35.18	36.63	38.14	39.71
Facility Maintenance Superintendent	36.39	37.80	39.27	40.80	42.39	44.04	45.75	47.53	49.38	51.29
Fleet Maintenance Superintendent	38.78	40.20	41.67	43.19	44.77	46.41	48.11	49.87	51.69	53.56
Foreman II - Facilities Maintenance	30.19	31.25	32.35	33.49	34.67	35.89	37.15	38.46	39.81	41.21
Foreman II - Fleet Maintenance	31.52	32.78	34.09	35.45	36.87	38.34	39.87	41.46	43.12	44.86
Foreman II - Parks	30.98	32.18	33.43	34.73	36.08	37.48	38.93	40.44	42.01	43.62
Foreman II - Streets	31.05	32.23	33.46	34.73	36.05	37.42	38.84	40.32	41.85	43.44
Foreman II - Wastewater	31.16	32.43	33.75	35.12	36.55	38.04	39.59	41.20	42.88	44.62
Human Service Manager	29.76	30.98	32.25	33.58	34.96	36.40	37.90	39.46	41.08	42.76
Intelligence Analyst	30.74	31.83	32.96	34.13	35.34	36.60	37.90	39.25	40.64	42.09
Librarian II	32.03	33.13	34.27	35.45	36.67	37.93	39.24	40.59	41.99	43.45
Permits and Inspections Office Manager	30.64	31.69	32.77	33.89	35.05	36.25	37.49	38.77	40.10	41.47
Public Works Engineer I	34.32	35.54	36.81	38.12	39.48	40.89	42.35	43.86	45.42	47.04
Purchasing Agent	31.91	33.13	34.39	35.70	37.06	38.47	39.94	41.46	43.04	44.70
Street Superintendent	38.85	40.35	41.91	43.53	45.21	46.95	48.76	50.64	52.59	54.60
Technical Support Specialist	30.63	31.88	33.18	34.53	35.94	37.41	38.94	40.53	42.18	43.89
Traffic Sign/Signal Supervisor	29.68	30.79	31.94	33.13	34.37	35.65	36.98	38.36	39.79	41.26
Training Coordinator	30.15	31.27	32.43	33.63	34.88	36.17	37.51	38.90	40.34	41.84
Wastewater & Solid Waste Superintendent	44.39	45.99	47.65	49.37	51.15	52.99	54.90	56.88	58.93	61.03

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

+16l.
9/16/2025

COUNCIL MEETING DATE: 9-16-2025		SUBMITTED BY: Todd Jarosz	
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:

Software update

SYNOPSIS/BACKGROUND:

This is an update (2.0 version) software version of our current maintenance software . This is an adjusted balance until the whole software come due to be renewed. There is funds in GL-6451 of Fleets 2024-2024 budget to cover this.

FISCAL IMPACT: \$12,849.94 BUDGETED FUNDS: yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Yearly subscription

CONTRACT EFFECTIVE DATE: 4-17-2025 CONTRACT TERM: 1 year CONTRACT END DATE: 4-17-2026

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: GL-6451 ACCOUNT NUMBER:

RECOMMENDATION:

It is my recommendation to move forward on the updated version because to old version will not be supported going forward.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Annexa Prokhor
[Signature]
[Signature]



We Influence The World!

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Dave Goedecken
From: Todd Jarosz
Subject: Software update
Date: 9-4-2025

Fleet Maintenance uses maintenance/work order software to keep track of the city's equipment inventory and scheduling of work orders. This software is provided by an outside company called Collective Data. This software is the main tracking of everything that Fleet and Fabrication does. We use this software from equipment inventory, scheduled PM's, repair work orders and all parts inventory. This software allowed us to go paperless in the past and to use the tracking of miles by utilizing the fuel system.

The Collective Data company is launching its 2.0 version of this software. We don't have to move forward with the new update, but the current version will no longer be supported, so any problems we have we will not receive help resolving them. Just like when windows come out with a new version. With the new version comes an added cost. In keeping with this company and adding two more licenses to help with the workload our new cost will be \$30,000 for a yearly subscription. I have done some checking, and this is a competitive price. With our current subscription paid up we will only be paying \$13,500 to finish out this subscription year. I do have plenty in my software budget to cover this and in next year's budget also. It is my recommendation to move forward with the new software.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue



COLLECTIVE DATA

460 12th Ave SE Unit 200
Cedar Rapids, IA 52401

Invoice

Phone: 800-750-7638

Fax: 319-665-4894

www.collectivedata.com

Collective Data Federal EIN is 39-1889090

Date	Invoice #
9/12/2025	19153

Bill To

City of Bellevue
210 W. Mission Ave.
Bellevue, NE 68005

P.O. No.	Terms
	Net 30

Quantity	Item Description	Rate	Amount
	Collective Data Platform	2,499.98	2,499.98
8	Concurrent User Licenses	1,249.9975	9,999.98
	Module - Fleet	0.00	0.00
	Module - Atlas - AI User Guide Assistant	0.00	0.00
	Module - Shop Management	1,500.00	1,500.00
	Module - Asset Replacement	999.98	999.98
	Legacy Data Migration	2,500.00	2,500.00
2	Web Conference Training	300.00	600.00
	Configuration Service	-5,250.00	-5,250.00

Todd Jansen 9-15-2025

ACH/Wire Transfer Information:
Hills Bank & Trust Company, Hills Iowa
Account Number - 0161000
Routing Number - 073913755

Payments/Credits USD 0.00

Current Amt. Due USD 12,849.94

Thank you for your business!